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5 Attorneys for Plaintiff
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8 **UNITED STATES DISTRICT COURT**
9 **EASTERN DISTRICT OF CALIFORNIA**

10 MARK ALLEN HOWELL,
11

12 Plaintiff,

13 vs.

14 NANCY A. BERRYHILL, Acting
Commissioner of Social Security,
15

16 Defendant.

) No. 2:15-cv-00879 DB
)
) STIPULATION AND ORDER FOR
) THE AWARD AND PAYMENT OF
) ATTORNEY FEES AND EXPENSES
) PURSUANT TO THE EQUAL
) ACCESS TO JUSTICE ACT, 28 U.S.C.
) § 2412(d) AND COSTS PURSUANT
) TO 28 U.S.C. § 1920
)
)
)

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18 TO THE HONORABLE DEBORAH BARNES, MAGISTRATE JUDGE
19 OF THE DISTRICT COURT:

20 IT IS HEREBY STIPULATED by and between the parties through their
21 undersigned counsel, subject to the approval of the Court, that Mark Allen Howell
22 be awarded attorney fees in the amount of two thousand two hundred ninety-five
23 dollars (\$2,295.00) and expenses in the amount of fourteen dollars (\$14.00) under
24 the Equal Access to Justice Act (EAJA), 28 U.S.C. § 2412(d), and no costs under
25 28 U.S.C. § 1920. This amount represents compensation for all legal services
26

1 rendered on behalf of Plaintiff by counsel in connection with this civil action, in
2 accordance with 28 U.S.C. §§ 1920; 2412(d).

3 After the Court issues an order for EAJA fees to Mark Allen Howell, the
4 government will consider the matter of Mark Allen Howell's assignment of EAJA
5 fees to Lawrence D. Rohlfig. The retainer agreement containing the assignment
6 is attached as exhibit 1. Pursuant to *Astrue v. Ratliff*, 130 S.Ct. 2521, 2529 (2010),
7 the ability to honor the assignment will depend on whether the fees are subject to
8 any offset allowed under the United States Department of the Treasury's Offset
9 Program. After the order for EAJA fees is entered, the government will determine
10 whether they are subject to any offset.

11 Fees shall be made payable to Mark Allen Howell, but if the Department of
12 the Treasury determines that Mark Allen Howell does not owe a federal debt, then
13 the government shall cause the payment of fees, expenses and costs to be made
14 directly to Law Offices of Lawrence D. Rohlfig, pursuant to the assignment
15 executed by Mark Allen Howell.¹ Any payments made shall be delivered to
16 Lawrence D. Rohlfig.

17 This stipulation constitutes a compromise settlement of Mark Allen
18 Howell's request for EAJA attorney fees, and does not constitute an admission of
19 liability on the part of Defendant under the EAJA or otherwise. Payment of the
20 agreed amount shall constitute a complete release from, and bar to, any and all
21 claims that Mark Allen Howell and/or Lawrence D. Rohlfig including Law
22 Offices of Lawrence D. Rohlfig may have relating to EAJA attorney fees in
23 connection with this action.

24 _____
25 ¹ The parties do not stipulate whether counsel for the plaintiff has a cognizable lien
26 under federal law against the recovery of EAJA fees that survives the Treasury
Offset Program.

1 This award is without prejudice to the rights of Lawrence D. Rohlifing and/or
2 the Law Offices of Lawrence D. Rohlifing to seek Social Security Act attorney fees
3 under 42 U.S.C. § 406(b), subject to the savings clause provisions of the EAJA.

4 DATE: May 12, 2017

Respectfully submitted,

LAW OFFICES OF LAWRENCE D. ROHLFING

/s/ Lawrence D. Rohlifing

6 BY: _____

7 Lawrence D. Rohlifing

8 Attorney for plaintiff Mark Allen Howell

9 DATED: May 22, 2017

PHILLIP A. TALBERT

United States Attorney

/s/ Richard Rodriguez

11 _____
12 RICHARD RODRIGUEZ

13 Special Assistant United States Attorney
14 Attorneys for Defendant Nancy A. Berryhill,
15 Acting Commissioner of Social Security
(Per e-mail authorization)

16 **ORDER**

17 Pursuant to the parties' stipulation, IT IS SO ORDERED.²

18 Dated: May 30, 2017

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20 _____
21 DEBORAH BARNES

UNITED STATES MAGISTRATE JUDGE

22 DLB:6

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25 _____
26 ² Despite the stipulation's language to the contrary, the parties did not submit a copy of the
retainer agreement as an exhibit.

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