



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

9           Fees shall be made payable to Daniel Edward James, but if the Department  
10 of the Treasury determines that Daniel Edward James does not owe a federal debt,  
11 then the government shall cause the payment of fees, expenses and costs to be  
12 made directly to Law Offices of Rohlfing & Kalagian, LLP, pursuant to the  
13 assignment executed by Daniel Edward James.<sup>1</sup> Any payments made shall be  
14 delivered to Laura E. Krank.

15           This stipulation constitutes a compromise settlement of Daniel Edward  
16 James's request for EAJA attorney fees, and does not constitute an admission of  
17 liability on the part of Defendant under the EAJA or otherwise. Payment of the  
18 agreed amount shall constitute a complete release from, and bar to, any and all  
19 claims that Daniel Edward James and/or Laura E. Krank including Law Offices of  
20 Rohlfing & Kalagian, LLP may have relating to EAJA attorney fees in connection  
21 with this action.

22           This award is without prejudice to the rights of Laura E. Krank and/or the  
23 Law Offices of Rohlfing & Kalagian, LLP to seek Social Security Act attorney  
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25 \_\_\_\_\_  
26 <sup>1</sup> The parties do not stipulate whether counsel for the plaintiff has a cognizable lien under federal law against the recovery of EAJA fees that survives the Treasury Offset Program.

1 fees under 42 U.S.C. § 406(b), subject to the savings clause provisions of the  
2 EAJA.

3 DATE: June 29, 2017

Respectfully submitted,

4 LAW OFFICES OF ROHLFING & KALAGIAN, LLP

5 */s/ Laura E. Krank*

6 BY: \_\_\_\_\_

Laura E. Krank

Attorney for plaintiff Daniel Edward James

7  
8 DATED: June 29, 2017

PHILLIP A. TALBERT

Acting United States Attorney

9  
10 */s/ Jennifer A. Kenney*

11 BY: \_\_\_\_\_

JENNIFER A. KENNEY

Special Assistant United States Attorney

Attorneys for Defendant NANCY A.

12 BERRYHILL, Acting Commissioner of Social  
13 Security (Per e-mail authorization)

14  
15 **ORDER**

16 Approved and so ordered:

17 DATE: July 10, 2017

18  
19 *Allison Claire*

ALLISON CLAIRE

UNITED STATES MAGISTRATE JUDGE

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