

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

9 Fees shall be made payable to Patrick J. MacDonald, but if the Department
10 of the Treasury determines that Patrick J. MacDonald 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 Patrick J. MacDonald.¹ Any payments made shall be
14 delivered to Marc V. Kalagian.

15 This stipulation constitutes a compromise settlement of Patrick J.
16 MacDonald's request for EAJA attorney fees, and does not constitute an admission
17 of 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 Patrick J. MacDonald and/or Marc V. Kalagian including Law Offices
20 of Rohlfing & Kalagian, LLP may have relating to EAJA attorney fees in
21 connection with this action.

22 This award is without prejudice to the rights of Marc V. Kalagian and/or the
23 Law Offices of Rohlfing & Kalagian, LLP to seek Social Security Act attorney

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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.

