

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

**TAMARA LOFTIS,  
On behalf of I.T.,**

**Plaintiff,**

**vs.**

**CAROLYN W. COLVIN,**

**Defendant.**

**Case No. 12-cv-930-DRH-CJP**

**ORDER**

**HERNDON, Chief Judge:**

Before the Court is the parties' Stipulation to Award of [sic] Attorney Fees and Costs. (Doc. 38).

Pursuant to the Equal Access to Justice Act, 28 U.S.C. §2412(d)(1)(B), the parties stipulate that plaintiff is entitled to an award of fees and expenses in the amount of \$4,125.00.<sup>1</sup>

The Court finds that plaintiff is the prevailing party and is entitled to an award of attorney's fees and expenses pursuant to the Act. The Court further finds that the amount of \$4,125.00 is a reasonable and appropriate amount.

The parties' Stipulation (**Doc. 38**) is **GRANTED**. The Court awards plaintiff Tamara Loftis, on behalf of I.T., the sum of \$4,125.00 for attorney's fees and

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<sup>1</sup> In two places, the stipulation says that the parties have agreed that plaintiff should be awarded fees and costs totaling "FOUR THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS (4,215.00)." It appears to the Court that the "2" and the "1" were transposed in the parenthetical.

expenses pursuant to the Equal Access to Justice Act. That amount shall be payable to plaintiff, per *Astrue v. Ratliff*, 130 S.Ct. 2521 (2010). However, in accordance with the parties' stipulation, any part of the award that is not subject to set-off to pay plaintiff's pre-existing debt to the United States shall be made payable to plaintiff's attorney pursuant to the EAJA assignment previously executed by plaintiff and her attorney.

**IT IS SO ORDERED.**

Signed this 18<sup>th</sup> day of June, 2013.

  
David R.  
Herndon  
2013.06.18  
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**Chief Judge  
United States District Court**