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10 Attorneys for Plaintiff
 Teena F. Buehner

11 **UNITED STATES DISTRICT COURT**
 12 **DISTRICT OF NEVADA**

14 TEENA F. BUEHNER, 15 16 Plaintiff, 17 vs. 18 ANDREW SAUL, Commissioner of Social Security, 19 Defendant.) Case No.: 2:16-cv-02696-APG-CLB)) STIPULATION 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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21 TO THE HONORABLE CARLA BALDWIN, MAGISTRATE JUDGE OF
 22 THE DISTRICT COURT:

23 IT IS HEREBY STIPULATED by and between the parties through their
 24 undersigned counsel, subject to the approval of the Court, that Teena F. Buehner
 25 be awarded attorney fees and expenses in the amount of two-thousand dollars
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1 (\$2,000.00) under the Equal Access to Justice Act (EAJA), 28 U.S.C. § 2412(d),
2 and no costs under 28 U.S.C. § 1920. Plaintiff previously filed a motion for fees.
3 The parties have since been able to come to an agreement. Plaintiff seeks to
4 withdraw its motion and for the Court to consider this stipulation. This amount
5 represents compensation for all legal services rendered on behalf of Plaintiff by
6 counsel in connection with this civil action, in accordance with 28 U.S.C. §§ 1920;
7 2412(d).

8 After the Court issues an order for EAJA fees to Teena F. Buehner, the
9 government will consider the matter of Teena F. Buehner's assignment of EAJA
10 fees to Cyrus Safa. The retainer agreement containing the assignment is attached
11 as exhibit 1. Pursuant to *Astrue v. Ratliff*, 130 S.Ct. 2521, 2529 (2010), the ability
12 to honor the assignment will depend on whether the fees are subject to any offset
13 allowed under the United States Department of the Treasury's Offset Program.
14 After the order for EAJA fees is entered, the government will determine whether
15 they are subject to any offset.

16 Fees shall be made payable to Teena F. Buehner, but if the Department of
17 the Treasury determines that Teena F. Buehner does not owe a federal debt, then
18 the government shall cause the payment of fees, expenses and costs to be made
19 directly to Law Offices of Lawrence D. Rohlfig, pursuant to the assignment
20 executed by Teena F. Buehner.¹ Any payments made shall be delivered to Cyrus
21 Safa.

22 This stipulation constitutes a compromise settlement of Teena F. Buehner's
23 request for EAJA attorney fees, and does not constitute an admission of liability on
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 the part of Defendant under the EAJA or otherwise. Payment of the agreed amount
2 shall constitute a complete release from, and bar to, any and all claims that Teena
3 F. Buehner and/or Cyrus Safa including Law Offices of Lawrence D. Rohlring
4 may have relating to EAJA attorney fees in connection with this action.

5 This award is without prejudice to the rights of Cyrus Safa and/or the Law
6 Offices of Lawrence D. Rohlring to seek Social Security Act attorney fees under
7 42 U.S.C. § 406(b), subject to the savings clause provisions of the EAJA.

8 DATE: April 3, 2020

Respectfully submitted,

9 LAW OFFICES OF LAWRENCE D. ROHLRING

10 */s/ Cyrus Safa*

11 BY: _____

Cyrus Safa

12 Attorney for plaintiff Teena F. Buehner

13 DATE: April 3, 2020

14 NICHOLAS A. TRUTANICH
15 United States Attorney

16 */s/ Shea L. Bond*

17 _____
18 SHEA L. BOND

19 Special Assistant United States Attorney
20 Attorneys for Defendant ANDREW SAUL,
Commissioner of Social Security
(Per e-mail authorization)

21 IT IS SO ORDERED

22
23 DATE: April 6, 2020.

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25 _____
26 THE HONORABLE CARLA BALDWIN
UNITED STATES MAGISTRATE JUDGE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 12631 East Imperial Highway, Suite C-115, Santa Fe Springs, California 90670.

On this day of April 3, 2020, I served the foregoing document described as STIPULATION 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 on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Ms. Teena F. Buehner
8541 Red Baron
Reno, NV 89506

I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at Santa Fe Springs, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

I declare that I am employed in the office of a member of this court at whose direction the service was made.

Cyrus Safa
TYPE OR PRINT NAME

/s/ Cyrus Safa _____
SIGNATURE

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**CERTIFICATE OF SERVICE
FOR CASE NUMBER 2:16-CV-02696-APG-CLB**

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for this court by using the CM/ECF system on April 3, 2020.

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system, except the plaintiff served herewith by mail.

/s/ Cyrus Safa

Cyrus Safa
Attorneys for Plaintiff

SOCIAL SECURITY REPRESENTATION AGREEMENT

This agreement was made on June 20, 2013, by and between the Law Offices of Lawrence D. Rohlfing referred to as attorney and Ms. Teena F. Buehner, S.S.N. 431-49-9276, herein referred to as Claimant.

1. Claimant employs and appoints Law Offices of Lawrence D. Rohlfing to represent Claimant as Ms. Teena F. Buehner's Attorneys at law in a Social Security claim regarding a claim for disability benefits and empowers Attorney to take such action as may be advisable in the judgment of Attorney, including the taking of judicial review.

2. In consideration of the services to be performed by the Attorney and it being the desire of the Claimant to compensate Attorney out of the proceeds shall receive **25% of the backpay** awarded by the Social Security Administration to the claimant and auxiliary beneficiaries or **\$6,000.00**, whichever is **smaller**, upon successful completion of the case **at or before a first hearing decision from an ALJ**. If the Claimant and the Attorney are unsuccessful in obtaining a recovery, Attorney will receive no fee. This matter is subject expedited fee approval except as stated in ¶¶ 3 and 4.

3. The provisions of ¶ 2 only apply to dispositions at or before a first hearing decision from an ALJ. The fee for successful prosecution of this matter is **25% of the backpay awarded upon reversal of any unfavorable ALJ decision for work before the Social Security Administration**. Attorney shall petition for authorization to charge this fee in compliance with the Social Security Act for all time whether exclusively or not committed to such representation.

4. If this matter requires judicial review of any adverse decision of the Social Security Administration, the fee for successful prosecution of this matter is a **separate 25% of the backpay awarded upon reversal of any unfavorable ALJ decision for work before the court**. Attorney shall seek compensation under the Equal Access to Justice Act and such amount shall credit to the client for fees otherwise payable for that particular work. Client shall endorse such documents as are needed to pay Attorney any amounts under the EAJA and assigns such fee awards to Attorney.

5. Claimant shall pay all costs, including, but not limited to costs for medical reports, filing fees, and consultations and examinations by experts, in connection with the cause of action.

6. Attorney shall be entitled to a reasonable fee; notwithstanding the Claimant may discharge or obtain the substitution of attorneys before Attorney has completed the services for which he is hereby employed, and claimant grants a lien to Attorney for reasonable fees.

7. Attorney has made no warranties as to the successful termination of the cause of action, and all expressions made by Attorney relative thereto are matters of Attorney's opinion only.

8. This Agreement comprises the entire contract between Attorney and Claimant. The laws of the State of California shall govern the construction and interpretation of this Agreement except that federal law governs the approval of fees by the Commissioner or a federal court. Business and Professions Code § 6147(a)(4) states "that the fee is not set by law but is negotiable between attorney and client."

9. Attorney agrees to perform all the services herein mentioned for the compensation provided above.

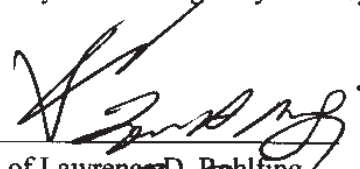
10. Client authorizes attorney to pay out of attorney fees and without cost to client any and all referral or association fees to prior or referring attorneys or bar referral service.

11. The receipt from Claimant of none is hereby acknowledged by attorney to be placed in trust and used for costs.


It is so agreed.



Ms. Teena F. Buehner


Law Offices of Lawrence D. Rohlfing

Vijay J. Patel


Cyrus Saha