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 10 Attorneys for Plaintiff  
 Luis Mayorga

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

<p>14 LUIS MAYORGA,</p> <p>15                   Plaintiff,</p> <p>16           vs.</p> <p>17 ANDREW SAUL,</p> <p>Commissioner of Social Security,</p> <p>18                   Defendant.</p>	<p>) Case No.: 2:19-cv-00054-APG-EJY</p> <p>)</p> <p>) STIPULATION AND</p> <p>) ORDER FOR THE AWARD AND</p> <p>) PAYMENT OF ATTORNEY FEES</p> <p>) AND EXPENSES PURSUANT TO</p> <p>) THE EQUAL ACCESS TO JUSTICE</p> <p>) ACT, 28 U.S.C. § 2412(d) AND</p> <p>) COSTS PURSUANT TO 28 U.S.C. §</p> <p>) 1920</p> <p>)</p>
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21           TO THE HONORABLE ANDREW P. GORDON, UNITED STATES

22 DISTRICT COURT JUDGE:

23           IT IS HEREBY STIPULATED by and between the parties through their

24 undersigned counsel, subject to the approval of the Court, that Luis Mayorga be

25 awarded attorney fees and expenses in the amount of two thousand dollars

26 (\$2,000.00) under the Equal Access to Justice Act (EAJA), 28 U.S.C. § 2412(d),

1 and no costs under 28 U.S.C. § 1920. This amount represents compensation for all  
2 legal services rendered on behalf of Plaintiff by counsel in connection with this  
3 civil action, in accordance with 28 U.S.C. §§ 1920; 2412(d).

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

12 Fees shall be made payable to Luis Mayorga, but if the Department of the  
13 Treasury determines that Luis Mayorga does not owe a federal debt, then the  
14 government shall cause the payment of fees, expenses and costs to be made  
15 directly to Law Offices of Lawrence D. Rohlring, pursuant to the assignment  
16 executed by Luis Mayorga.<sup>1</sup> Any payments made shall be delivered to Cyrus Safa.

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

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25 <sup>1</sup> 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 Cyrus Safa and/or the Law  
2 Offices of Lawrence D. Rohlfing to seek Social Security Act attorney fees under  
3 42 U.S.C. § 406(b), subject to the savings clause provisions of the EAJA.

4 DATE: March 5, 2020

Respectfully submitted,

5 LAW OFFICES OF LAWRENCE D. ROHLFING

6 */s/ Cyrus Safa*

7 BY: \_\_\_\_\_

Cyrus Safa  
Attorney for plaintiff Luis Mayorga

9 DATE: March 5, 2020

10 NICHOLAS A. TRUTANICH  
11 United States Attorney

12 */s/ Allison J. Cheung*

13 \_\_\_\_\_  
14 ALLISON J. CHEUNG  
15 Special Assistant United States Attorney  
16 Attorneys for Defendant ANDREW SAUL,  
Commissioner of Social Security  
(Per e-mail authorization)

17 IT IS SO ORDERED:

18 Dated: March 5, 2020.

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20 \_\_\_\_\_  
21 THE HONORABLE ANDREW P. GORDON  
22 UNITED STATES DISTRICT COURT 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 March 5, 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:

Mr. Luis Mayorga  
2504 Living Rock Ave  
Las Vegas, NV 89106

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

*Isi Cyrus Safa* \_\_\_\_\_  
SIGNATURE

1 **CERTIFICATE OF SERVICE**  
2 **FOR CASE NUMBER 2:19-CV-00054-APG-EJY**

3 I hereby certify that I electronically filed the foregoing with the Clerk of the  
4 Court for this court by using the CM/ECF system on March 5, 2020.

5 I certify that all participants in the case are registered CM/ECF users and  
6 that service will be accomplished by the CM/ECF system, except the plaintiff  
7 served herewith by mail.  
8

9 */s/ Cyrus Safa*

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11 Cyrus Safa  
12 Attorneys for Plaintiff  
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## SOCIAL SECURITY REPRESENTATION AGREEMENT

This agreement was made on December 12, 2018, by and between the Law Offices of Lawrence D. Rohlfling referred to as attorney and Mr. Luis Mayorga, S.S.N. : -6543, herein referred to as Claimant.

1. Claimant employs and appoints Law Offices of Lawrence D. Rohlfling to represent Claimant as Mr. Luis Mayorga'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 past due benefits** awarded by the Social Security Administration to the claimant or **such amount as the Commissioner may designate under 42 U.S.C. § 406(a)(2)(A) which is currently \$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.

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 past due benefits 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 past due benefits 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.

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.

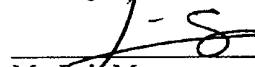
8. This Agreement comprises the entire contract between Attorney and Claimant. The laws of the State of California shall govern the construction and interpretation of this Agreement except that federal law governs the approval of fees by the Commissioner or a federal court. Business and Professions Code § 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.

  
Mr. Luis Mayorga

 1/2/19  
Law Offices of Lawrence D. Rohlfling  
Attorney Steven G. Rosales

  
Attorney Cyrus Safa