

1 Hal Taylor, Esq.  
 2 Bar No.: 4399  
 223 Marsh Ave.  
 3 Reno, NV 90509  
 Tel: (775) 825-2223  
 4 haltaylorlawyer@gbis.com  
 Attorney for Plaintiff

6 Lindsay F. Osterhout, Esq  
 Osterhout Berger Disability Law, LLC  
 7 521 Cedar Way, Suite 200  
 Oakmont, PA 15139  
 8 Ph.: 412-794-8003  
 Fax: 412-794-8050  
 9 PA Bar ID: 202275  
 Lindsay@mydisabilityattorney.com  
 10 Pro Hac Vice Attorney for Plaintiff  
 11 Counsel had complied with LR IA 10-2

12  
 13 IN THE UNITED STATES DISTRICT COURT  
 FOR THE DISTRICT OF NEVADA

14	RHONDA G. BESS,	)	
15		)	
16	Plaintiff,	)	CIVIL ACTION NO.
17		)	2:20-cv-1256-EJY
18	v.	)	
19		)	JOINT STIPULATION FOR
20	ANDREW SAUL,	)	ATTORNEY FEES UNDER
21	Commissioner of Social Security,	)	THE EAJA
22		)	
23	Defendant,	)	

24 It is hereby stipulated by and between the parties, through their undersigned counsel,  
 25 subject to the approval of the Court, that the parties have agreed to a compromise settlement of  
 26 Plaintiff's request for attorney fees in the amount of Four Thousand Three Hundred Seventy Five  
 27 Dollars and 85/100 (\$4,375.85) under the Equal Access to Justice Act (EAJA), 28 U.S.C.  
 28 § 2412(d), and no costs under 28 U.S.C. § 1920. This amount represents compensation for all  
 legal services rendered on behalf of Plaintiff by counsel in connection with this civil action, in  
 accordance with 28 U.S.C. § 2412(d).

1 The Court shall order that the awarded attorney fees be made payable to Plaintiff, Rhonda  
2 Gale Bess, and delivered to the business address of Plaintiff's counsel, Lindsay F. Osterhout,  
3 Esquire, at 521 Cedar Way, Suite 200, Oakmont, Pennsylvania, 15139.

4 EAJA fees awarded by this Court belong to the plaintiff and are subject to offset under the  
5 Treasury Offset Program (31 U.S.C. §3716(c)(3)(B) (2006)). *See Astrue v. Ratliff*, 130 S.Ct  
6 2521, 2528-29 (2010). Defendant recognizes that Plaintiff assigned her right to EAJA fees to her  
7 attorney. If it is determined upon effectuation of the Court's EAJA fee order that Plaintiff does  
8 not owe a debt that is subject to offset under the Treasury Offset Program, Defendant agrees to  
9 accept the assignment, and fees will be made payable to Plaintiff's attorney. If there is such a  
10 debt, any fee remaining after offset will be payable to Plaintiff.

11 This stipulation constitutes a compromise settlement of Plaintiff's request for attorney fees  
12 under the EAJA, and does not constitute an admission of liability on the part of the Commissioner  
13 under the EAJA or otherwise. Payment of the aforementioned attorney fees shall constitute a  
14 complete release from and bar to any and all claims Plaintiff and/or Lindsay Osterhout, or any  
15 attorney from her firm (Osterhout Berger Disability Law, LLC) may have relating to attorney fees  
16 under the EAJA in connection with his action.

17 This award is without prejudice to the rights of Plaintiff's counsel to seek Social Security  
18 Act attorney fees under 42 USC §406, subject to the provisions of the EAJA.

19 Respectfully submitted,

20 Dated: 04/26/2021

21 /s/ Lindsay F. Osterhout

22 Lindsay F. Osterhout

23 Pro Hac Vice Attorney for Plaintiff

24 Dated: 04/26/2021

25 /s/ Hal Taylor

26 Hal Taylor

27 Local Counsel for Plaintiff

1  
2  
3 Dated: 04/26/201

NICHOLAS A. TRUTANICH  
United States Attorney  
District of Nevada

5  
6 /s/ Allison J. Cheung\*

ALLISON J. CHEUNG

7 Special Assistant United States Attorney  
Attorneys for Defendant

8 (\*Permission for use of electronic signature  
9 obtained via email dated April 26, 2021).

10 IT IS SO ORDERED:

11 

12 HON. ELAYNA J. YOUCHAH  
13 UNITED STATES MAGISTRATE JUDGE

14 DATED: April 26, 2021  
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