

1 Marc V. Kalagian
 Attorney at Law: 4460
 2 Law Offices of Lawrence D. Rohlfing, Inc., CPC
 12631 East Imperial Highway Suite C-115
 3 Santa Fe Springs, CA 90670
 Tel.: (562) 868-5886
 4 Fax: (562) 868-8868
 E-mail: marc.kalagian@rksslaw.com

5 Leonard Stone
 6 Attorney at Law: 5791
 Shook & Stone
 7 710 South 4th Street
 Las Vegas, NV 89101
 8 Tel.: (702) 385-2220
 Fax: (702) 384-0394
 9 E-mail: Lstone@shookandstone.com

10 Attorneys for Plaintiff
 Ryan Earl Ohlson

11
 12 **UNITED STATES DISTRICT COURT**
 13 **DISTRICT OF NEVADA**
 14

15 RYAN EARL OHLSON,)	Case No.: 2:24-cv-00265-DJA
)	
16 Plaintiff,)	STIPULATION AND PROPOSED
)	ORDER FOR THE AWARD AND
17 vs.)	PAYMENT OF ATTORNEY FEES
)	AND EXPENSES PURSUANT TO
18 MARTIN O'MALLEY,)	THE EQUAL ACCESS TO JUSTICE
Commissioner of Social Security,)	ACT, 28 U.S.C. § 2412(d) AND
19 Defendant.)	COSTS PURSUANT TO 28 U.S.C. §
)	1920
20)	
21)	

22 TO THE HONORABLE DANIEL J. ALBREGTS, MAGISTRATE JUDGE
 23 OF THE DISTRICT COURT:

24 IT IS HEREBY STIPULATED, by and between the parties through their
 25 undersigned counsel, subject to the approval of the Court, that Ryan Earl Ohlson
 26 (“Ohlson”) be awarded attorney fees in the amount of four thousand two hundred

1 ninety-two dollars and sixty-three cents (\$4,292.63) under the Equal Access to
2 Justice Act (EAJA), 28 U.S.C. § 2412(d), and no costs under 28 U.S.C. § 1920.
3 This amount represents compensation for all legal services rendered on behalf of
4 Plaintiff by counsel in connection with this civil action, in accordance with 28
5 U.S.C. §§ 1920; 2412(d).

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

14 Fees shall be made payable to Ohlson, but if the Department of the Treasury
15 determines that Ohlson does not owe a federal debt, then the government shall
16 cause the payment of fees, expenses and costs to be made directly to Law Offices
17 of Lawrence D. Rohlfing, Inc., CPC, pursuant to the assignment executed by
18 Ohlson.¹ Any payments made shall be delivered to Law Offices of Lawrence D.
19 Rohlfing, Inc., CPC. Counsel agrees that any payment of costs may be made either
20 by electronic fund transfer (ETF) or by check.

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

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

8 DATE: August 27, 2024 Respectfully submitted,

9 LAW OFFICES OF LAWRENCE D. ROHLRING, INC., CPC

10 */s/ Marc V. Kalagian*²

11 BY: _____
12 Marc V. Kalagian
13 Attorney for plaintiff
14 RYAN EARL OHLSON

13 DATED: August 27, 2024 JASON M. FRIERSON
14 United States Attorney

15 */s/ Franco L. Bacia*

16 _____
17 JULIE A.K. CUMMINGS
18 Special Assistant United States Attorney
19 Attorneys for Defendant
20 MARTIN O'MALLEY, Commissioner of Social
21 Security (Per e-mail authorization)

22 **ORDER**

23 Approved and so ordered:

24 DATE: 8/28/2024



25 _____
26 THE HONORABLE DANIEL J. ALBREGTS
UNITED STATES MAGISTRATE JUDGE

² Counsel for the plaintiff attests that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

DECLARATION OF MARC V. KALAGIAN

I, Marc V. Kalagian, declare as follows:

1. I am an attorney at law duly admitted to practice before this Court in this case. I represent Ryan Earl Ohlson in this action. I make this declaration of my own knowledge and belief.
2. I attach as exhibit 1 a true and correct copy of the retainer agreement with Ryan Earl Ohlson containing an assignment of the EAJA fees.
3. I attach as exhibit 2 a true and correct copy of the itemization of time in this matter.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this August 27, 2024, at Santa Fe Springs, California.

/s/ Marc V. Kalagian

Marc V. Kalagian

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

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 August 28, 2024, 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. Ryan Earl Ohlson
7130 Doe Ave
Las Vegas, NV 89117

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.

Marc V. Kalagian _____
TYPE OR PRINT NAME

/s/ Marc V. Kalagian _____
SIGNATURE

1 **CERTIFICATE OF SERVICE**
2 **FOR CASE NUMBER 2:24-CV-00265-DJA**

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 August 27, 2024.

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/ Marc V. Kalagian*

10 _____
11 Marc V. Kalagian
12 Attorneys for Plaintiff
13
14
15
16
17
18
19
20
21
22
23
24
25
26

SOCIAL SECURITY REPRESENTATION AGREEMENT

JUL 20 2022

This agreement was made on July 7, 2022, by and between the Law Offices of Lawrence D. Rohlfling, Inc., CPC referred to as attorney and **Mr. Ryan Earl Ohlson**, S.S.N. 4158, herein referred to as Claimant.

1. Claimant employs and appoints Law Offices of Lawrence D. Rohlfling, Inc., CPC to represent Claimant as Mr. Ryan Earl Ohlson'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 \$7,200.00 as of November 30, 2022, 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 not to exceed 25% of fees and without adding to any fees owed by Claimant.

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. Ryan Earl Ohlson


Law Offices of Lawrence D. Rohlfling, Inc., CPC
Matthew F. Holmberg



Marc V. Kalagian

Ryan Ohlson

Social Security case

Responsible Attorneys: Marc V. Kalagian (MVK) and Matthew F. Holmberg (MFH)

Paralegals: Enedina Perez (EP) and Marylin Ibarra-Gonzalez Flores (MIG) at \$179.00

<u>DATE:</u>	<u>TIME:</u>	<u>PLGL:</u>	<u>DESCRIPTION:</u>	
8-Jan-24	0.5	EP	preparation of letter to client regarding scope and terms of representation at District Court	
12-Jan-24	0.1	EP	client call	
17-Jan-24	0.15	EP	client call	
17-Jan-24	0.2	EP	review of client IFP statement and evaluate for IFP eligibility	
17-Jan-24	0.1	EP	email to client	
7-Feb-24	0.15	EP	review of client email and drafting reply to client	
7-Feb-24	0.5	EP	receipt of memo and filing of complaint and related papers	
8-Feb-24	0.05	EP	review of option to decline magistrate judge	
8-Feb-24	0.1	EP	review of notice of reference	
28-Feb-24	0.05	EP	review of Defendant's notice of appearance	
4-Mar-24	0.1	EP	review of order granting to proceed IFP	
11-Mar-24	0.3	EP	preparation of letter to client letter with DC status upon filing complaint	
8-Apr-24	0.2	EP	receipt and review administrative record; preparation of memorandum to MVK & MFH re: same	
11-Apr-24	0.3	EP	preparation of letter to client with status after receipt of administrative record	
18-Apr-24	0.05	EP	review of order granting stipulation for extension	
18-Jun-24	0.1	EP	review of Defendant's withdrawal of counsel and Defendant's notice of appearance	
23-Jul-24	0.4	MIG	preparation of client letter re: remand scope and process	
29-Jul-24	0.3	EP	preparation of letter to Appeals Council - AC Post Judgment letter	
Subtotals	3.65			\$653.35

<u>DATE:</u>	<u>TIME:</u>	<u>ATTY:</u>	<u>DESCRIPTION:</u>	
8-Jan-24	0.6	MFH	review ALJ decision, Appeals Council denial letter, and file for District Court case	
6-Feb-24	1	MFH	preparation of Complaint Titles II & XVI	
7-Feb-24	0.2	MVK	review and edit complaint for filing	
15-Apr-24	0.2	MFH	preparation of stip for extension of time	
15-Apr-24	0	MVK	review stip for ARC and emailing of stip to ARC	
1-Jun-24	2.2	MFH	research and review of record in preparation of Plaintiff's Brief (3,233 pages)	
1-Jun-24	2.38	MFH	drafting Plaintiff's Brief	
2-Jun-24	3.3	MFH	drafting Plaintiff's Brief continued	
3-Jun-24	2.75	MFH	drafting Plaintiff's Brief continued	
4-Jun-24	0.3	MVK	review and revise Plaintiff's Brief for filing	
5-Jul-24	0.1	MVK	review of email from ARC requesting extension and replying to ARC authorizing extension	

Ryan Ohlson

Responsible Attorneys: Marc V. Kalagian (MVK) and Matthew F. Holmberg (MFH)

<u>DATE:</u>	<u>TIME:</u>	<u>ATTY:</u>	<u>DESCRIPTION:</u>	
11-Jul-24	0.1	MVK	review of email from ARC re: proposed remand and drafting email response to ARC confirming receipt and need to discuss this with client	
11-Jul-24	0.2	MFH	review of proposed remand stipulation and review of Plaintiff's Brief	
11-Jul-24	0.08	MFH	client call re: proposed remand	
11-Jul-24	0.3	MFH	preparation of letter to client confirming agreement to remand on stipulation	
11-Jul-24	0.05	MVK	email to ARC authorizing filing of proposed remand stipulation	
15-Jul-24	0.15	MFH	review the judgment and order	
17-Aug-24	0.6	MFH	preparation of EAJA settlement package	
17-Aug-24	0.3	MFH	preparation of request for authority	
17-Aug-24	0.4	MFH	preparation of EAJA stipulation and order for fees	
19-Aug-24	0.1	MVK	review of EAJA stipulation and settlement package	
Subtotals	15.31			\$3,745.13

SORENSEN V. MINK CALCULATIONS

2023-24	15.31	\$244.62		\$3,745.13
	TOTAL TIME			18.96
	TOTAL EAJA			\$4,398.48