UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

DEBORAH J. MITCHELL,

Plaintiff,

vs.

COMMISSIONER OF
SOCIAL SECURITY,

Defendant.

Case No. 1:12-cv-387

Judge Timothy S. Black

ORDER AWARDING ATTORNEY'S FEES TO PLAINTIFF UNDER 28 U.S.C. § 2412

This Social Security disability benefits appeal is before the Court on the parties'

joint stipulation to award EAJA fees. (Doc. 26). The parties stipulate to an award in the

amount of $6,037.09 for attorney fees and expenses authorized under 28 U.S.C.

§2412(d).

Upon a *de novo* review, the Court finds that Plaintiff is a "prevailing party" as

defined; that this civil action was brought against the United States; to review agency

action by the Social Security Administration; in a court with proper subject matter

jurisdiction; that the Commissioner's position during this litigation was not "substantially

justified"; and that no "special circumstances" exist to bar a fees award. *See* 42 U.S.C. §

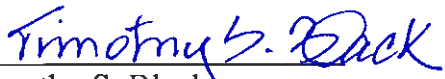405(g). Moreover, the hourly fee and the time expended are reasonable.

Accordingly, the Court hereby **ORDERS** that an award of $6,037.09 for attorney

fees and expenses is hereby **GRANTED** to Plaintiff.[1]

This award satisfies Plaintiff's claims for fees, expenses, and costs under 28

U.S.C. § 2412.[2]

IT IS SO ORDERED.

Date: ___10|2A|12___   _Timothy S. Black_
                                   Timothy S. Black
                                   United States District Judge

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[1] Plaintiff's Motion for Attorney Fees (Doc. 23), Defendant's Motion to Stay in Light of Lapse of Appropriations (Doc. 24), and Defendant's Motion to Withdraw Motion to Stay in Light of Lapse of Appropriations (Doc. 25) are **DENIED** as **MOOT**.

[2] Any fees paid belong to Plaintiff and not her attorney and can be offset to satisfy pre-existing debt that the litigant owes the United States. *Astrue v. Ratliff,* 130 S. Ct. 2521 (2010). However, if counsel for the parties determines that EAJA fees and costs are not subject to any offset, the award shall be paid directly to Plaintiff's counsel pursuant to the EAJA assignment duly signed by Plaintiff and her counsel. (Doc. 26 at 2).