

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

American Zurich Insurance Company v. ESG Republic, Inc.

No. 1:23-cv-00643-KES-CDB (E.D. Cal. June 26, 2025) · No. 1:23-cv-00643-KES-CDB · Decided June 27,
2025

SUMMARY

The United States District Court for the Eastern District of California entered judgment pursuant to the parties’ stipulation against defendant Jeffrey D. Thorn in favor of American Zurich Insurance Company. The judgment awarded \$177,120.32, consisting of \$174,764.32 due under the settlement agreement and \$2,356.00 in attorneys’ fees.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	June 27, 2025
DOCKET	1:23-cv-00643-KES-CDB
DISPOSITION	other
PROCEDURAL POSTURE	The parties stipulated to entry of judgment against defendant Jeffrey D. Thorn in the event of default under their settlement agreement. The court reviewed the stipulation, the supporting affidavit, and plaintiff's request for attorneys' fees, and entered judgment.
PRECEDENTIAL VALUE	Nonprecedential district court order and judgment

TOPICS

- default judgment
- attorney fees
- civil procedure
- contracts
- commercial litigation

PRACTICE AREAS

- civil procedure
- contracts
- insurance
- remedies
- commercial litigation

QUESTIONS PRESENTED

- Whether the court should enter the stipulated judgment against Jeffrey D. Thorn upon default under the settlement agreement.

2. Whether plaintiff should recover attorneys' fees incurred to enforce the settlement agreement and, if so, in what amount.

HOLDINGS

1. The court entered judgment in favor of American Zurich Insurance Company and against Jeffrey D. Thorn pursuant to the parties' stipulation and settlement agreement.
2. Plaintiff was entitled to recover \$2,356.00 in attorneys' fees, representing a twenty-percent reduction of the amount supported by counsel's hourly rate and claimed hours because counsel did not provide itemized time documentation.

KEY QUOTATIONS

“As such, the Court will reduce the amount of the attorney fee award by 20%; the Court determines that the remaining amount for attorney’s fees is reasonable under the circumstances.” (1)

“Judgment is entered in favor of plaintiff AMERICAN ZURICH INSURANCE COMPANY and against defendant JEFFREY D. THORN for \$177,120.32 in damages” (1)

FACTUAL BACKGROUND

Under the parties' settlement agreement, defendant Jeffrey D. Thorn became liable for the settlement amount, and the agreement permitted plaintiff to recover attorneys' fees incurred in enforcing the settlement. Plaintiff submitted a stipulation for entry of judgment and an affidavit from counsel Lincoln V. Horton supporting the fee request. Horton requested compensation for 9.5 hours at an hourly rate of \$310 but did not provide itemized documentation of the time spent.

PROCEDURAL HISTORY

American Zurich Insurance Company sought enforcement of a settlement agreement in this diversity action. The parties submitted a stipulation providing for entry of judgment against Jeffrey D. Thorn upon default. The district court found just cause to enter the stipulated judgment, reduced the requested attorneys' fees by twenty percent because counsel did not provide itemized time records, and entered judgment for \$177,120.32.

DISPOSITION

other

CASES CITED

- Perkins v. City of Modesto, No. 1:19-cv-00126-LJO-EPG, 2020 WL 4547325, at *2 (E.D. Cal. Aug. 6, 2020)
- Cara v. Salley, No. 2:23-CV-00803-LK, 2024 WL 1859854, at *7 (W.D. Wash. Apr. 29, 2024)
- Jean-Louis v. City of Riverside, No. EDCV 13-01059 MMM ASx, 2015 WL 13907456, at *3 (C.D. Cal. Feb. 3, 2015)

OPINION

American Zurich Insurance Company v. ESG Republic, Inc.

PER CURIAM.

1 2 3 4 5 6 7

8 UNITED STATES DISTRICT COURT

9 EASTERN DISTRICT OF CALIFORNIA, FRESNO COURTHOUSE

10 11 AMERICAN ZURICH INSURANCE Case No. 1:23-cv-00643-KES-CDB

COMPANY,

12 ORDER ON STIPULATION; JUDGMENT

Plaintiff, 13 (Doc. 104) v. 14

ESG REPUBLIC, INC., ESG REPUBLIC II,

15 LLC, THORN INSURANCE SERVICES LLC

DBA WORKLOGIC HR INSURANCE

16 SERVICES, BRADLEY C. BURKS, JEFFREY

D. THORN, VENSURE EMPLOYER

17 SERVICES, INC., VENSURE HR, INC., WL

ACQUISITION, LLC and DOES 1 to 10, 18 inclusive, 19 Defendants. 20 21 22 23 The Court, having reviewed the stipulation to enter judgment in the event of default of 24 plaintiff AMERICAN ZURICH INSURANCE COMPANY and defendant JEFFREY D. 25 THORN, and the accompanying affidavit of Lincoln V. Horton in support of entry of judgment, 26 and finding just cause therefor, does hereby rule as follows: 27 There is no just reason for delaying entry of the stipulated judgment against defendant 28 1 Under the settlement agreement, plaintiff may obtain attorneys' fees it incurred to enforce 2 || the settlement agreement. Doc. 104 at 11. In support of the request for attorneys' fees, plaintiff 3 || provides the affidavit of plaintiffs counsel, Lincoln V. Horton. Although not mentioned in his 4 || affidavit, Horton was admitted to practice in California in 1993.¹ The request for an hourly rate 5 || of \$310.00 is reasonable. See Perkins v. City of Modesto, No. 1:19-cv-00126-LJO-EPG, 2020 6 || WL 4547325, at *2 (E.D. Cal. Aug. 6, 2020) (collecting cases). Horton indicates that he spent 7 || 9.5 hours preparing the affidavit and performing other work necessary to enforce the settlement 8 || agreement. However, Horton did not provide documentation itemizing his hours that would 9 || allow the Court to further verify the allocation of his time on this matter. As such, the Court will 10 || reduce the amount of the attorney fee award by 20%; the Court determines that the remaining 11 || amount for attorney's fees is reasonable under the circumstances. See Cara v. Salley, No. 2:23- 12 || CV-00803-LK, 2024 WL 1859854, at *7 (W.D. Wash. Apr. 29, 2024) (reducing attorney fee 13 || award by 20% when counsel did not provide time entries). Accordingly, plaintiff is awarded 14 || \$2,356.00 in attorneys' fees. 15 Judgment is entered in favor of plaintiff AMERICAN ZURICH INSURANCE 16 || COMPANY and against defendant JEFFREY D. THORN for \$177,120.32 in damages 17 || (consisting of \$174,764.32 due on the Settlement Amount per the parties Agreement, and 18 || \$2,356.00 in attorneys' fees). 19

29 || IT IS SO ORDERED. _

21 Dated: _ June 26, 2025 4h

0 UNITED STATES DISTRICT JUDGE

23 24 25 ! A review of the State Bar of California's website at 26 ||
https://apps.calbar.ca.gov/attorney/Licensee/Detail/165238 indicates that Mr. Horton was admitted
to practice law in June 1993. The Court takes judicial notice of the California State Bar 27 ||
webpage and the entry for attorney Lincoln V. Horton. See Fed. R. Evid. Rule 201(b); see also
Jean-Louis v. City of Riverside, No. EDCV 13-01059 MMM ASx, 2015 WL 13907456, at *3 28 ||
(C.D. Cal. Feb. 3, 2015) (taking judicial notice of the California State Bar webpage).

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