

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

OPINION

American Zurich Insurance Company v. ESG Republic, Inc.

PER CURIAM.

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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).