

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

EYMARD BROS. TOWING COMPANY \* CIVIL ACTION  
INC. AND INDEMNITY INSURANCE  
COMPANY OF NORTH AMERICA

VERSUS \* NO: 09-7485

OSV PACIFIC CREST, HER \* SECTION: "D"(4)  
ENGINES, TACKLE, FURNITURE,  
APPAREL, ETC., IN REM, AND  
BURNSVILLE MARINE, LLC, IN  
PERSONAM

**ORDER AND REASONS**

Before the court is the are the **"Motion to Reopen, to Enforce Settlement and for Entry of Judgment"** (Doc. No. 8) and **"Motion for Attorneys' Fees"** (Doc. No. 15) filed by Plaintiffs, Eymard Bros. Towing Company, Inc. and Indemnity Insurance Company of North America.<sup>1</sup> **No memoranda in opposition were filed.** The motions, set for hearing on Wednesday, August 11, 2010, are before the court on Plaintiffs' briefs, without oral argument.

Now, having considered the original and supplemental memoranda of Plaintiffs' counsel, the Affidavit for Judgment By Confession

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<sup>1</sup> Plaintiffs' "Motion for Attorneys' Fees" was filed in response to the court's Order instructing Plaintiffs' counsel to file a contemporaneous time report reflecting the date, time involved, and the nature of the attorney services performed. (See Order and Reasons, Doc. No. 14).

(Doc. No. 12-1) executed by Dakoru Jack, an authorized representative of Burnsville Marine, LLC (and documents attached to this Affidavit), the record, and the applicable law, the court **GRANTS** both motions, entitling Plaintiff to Judgment in the principal amount of \$16,500.00, plus attorneys' fees in the amount of \$4,125.00, for a **total amount of \$20,625.00 plus post-judgment interest at a rate of 15% per annum until paid.**<sup>2</sup> Judgment will be entered accordingly.

New Orleans, Louisiana, this **4th** day of **August, 2010.**

  
A.J. McNAMARA  
UNITED STATES DISTRICT JUDGE

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<sup>2</sup> According to the contemporaneous time report submitted by Plaintiff's counsel (Doc. No. 15-1), Plaintiffs incurred attorneys' fees in the total amount of \$11,634.50 from the inception of this litigation through July 14, 2010. Thus, the amount of \$11,634.50 includes services not limited to the filing and enforcing of settlement. Further, pursuant to the Affidavit to Judgment of Confession (Doc. No. 12-1), Burnside Marine agreed that Plaintiffs should recover "reasonable attorneys' fees incurred in filing, enforcing and collecting Judgment," but that said attorneys' fees "shall not exceed 25% of the unpaid balance, plus interest." (See Affidavit for Judgment By Confession, at ¶VII & VIII). Plaintiffs acknowledge that the unpaid balance as of August 3, 2010 is \$16,500.00, and 25% of 16,500 is \$4,125.00.