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6 Underwriters Insurance Company

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UNITED STATES DISTRICT COURT

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EASTERN DISTRICT OF CALIFORNIA, BAKERSFIELD DIVISION

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11 LIBERTY MUTUAL FIRE INSURANCE
COMPANY, A MASSACHUSETTS
12 STOCK CORPORATION, AND
WAUSAU UNDERWRITERS
13 INSURANCE COMPANY, A
WISCONSIN CORPORATION,

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Plaintiffs,

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vs.

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ESG REPUBLIC, INC., A CALIFORNIA
17 CORPORATION D/B/A
WORKLOGICHR; RAND
18 EMPLOYMENT SOLUTIONS, A
CALIFORNIA BUSINESS ENTITY OF
19 UNKNOWN FORM; COLONY WEST
EMPLOYER SERVICES LLC, A
20 CALIFORNIA LIMITED LIABILITY
COMPANY; WLHR LLC, A
21 CALIFORNIA LIMITED LIABILITY
COMPANY; THORN ROBERSON, INC.,
22 A CALIFORNIA CORPORATION;
WORKLOGIC EPS, LLC, A
23 CALIFORNIA LIMITED LIABILITY
COMPANY; JEFFREY D. THORN, AN
24 INDIVIDUAL RESIDING IN
CALIFORNIA; AND DOES 1-10,

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Defendants.

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Case No. 1:18-CV-00026-LJO-JLT

**STIPULATION FOR ENTRY OF
JUDGMENT FOR PLAINTIFFS
LIBERTY MUTUAL FIRE
INSURANCE CORPORATION AND
WAUSAU UNDERWRITERS
INSURANCE COMPANY IN THE
EVENT OF DEFENDANTS' DEFAULT
ON SETTLEMENT AGREEMENT**

[PROPOSED] ORDER

(Doc. 14)

1 TO THE HONORABLE COURT:

2 Plaintiffs LIBERTY MUTUAL FIRE INSURANCE COMPANY (“LMFIC”) and
3 WAUSAU UNDERWRITERS INSURANCE COMPANY (“WAUSAU”) (collectively
4 “PLAINTIFFS”) and Defendants ESG REPUBLIC, INC. D/B/A WORKLOGICHR
5 (“ESG”); RAND EMPLOYMENT SOLUTIONS (“RAND”); COLONY WEST
6 EMPLOYER SERVICES LLC (“COLONY WEST”), WLHR LLC (“WLHR”), THORN
7 ROBERSON, INC. (“THORN ROBERSON”) (collectively “ESG COMPANIES”), and
8 JEFFREY D. THORN (“THORN”) (collectively “DEFENDANTS”) hereby stipulate and
9 agree to the following terms and conditions and request the entry of the order based upon
10 this Stipulation as follows:

11 1. PLAINTIFFS on the one hand and DEFENDANTS on the other hand have
12 concurrently entered into a written Settlement Agreement and Mutual Release (the
13 "Settlement Agreement") whereby the ESG COMPANIES have agreed to pay
14 PLAINTIFFS the sum of \$260,161.86, pursuant to a payment schedule commencing on
15 May 15, 2018, and ending February 15, 2019, and further agreed to fully and timely pay:
16 (a) all future deductibles billed by PLAINTIFFS to ESG COMPANIES up to \$250,000 per
17 claim; and (b) retrospective premium adjustments.

18 2. Each party will bear its own attorneys’ fees and costs, and the Court will
19 retain jurisdiction to enforce the Settlement Agreement and enter judgment in the event the
20 ESG COMPANIES, or any of them, default on the Settlement Agreement pursuant to the
21 terms hereof.

22 3. In the event ESG COMPANIES default by failing to timely and fully make
23 any payment due under the Settlement Agreement: (a) PLAINTIFFS are hereby
24 authorized to file a proposed judgment against ESG, RAND, COLONY WEST, WLHR,
25 and THORN ROBERSON and each or any of them with the Court in the sum of
26 \$919,937.40 less any amounts collected prior to default, plus post judgment interest
27 thereon at 7.5% per annum from the date of default; and (b) the Court is authorized to enter
28 judgment thereupon pursuant to this Stipulation.

1 4. DEFENDANTS, and each of them, hereby knowingly, expressly, and
2 irrevocably, and based upon the advice of their own counsel, waive and relinquish all
3 rights of appeal, notice, and other procedural or substantive rights in connection with the
4 validity and enforcement of this Stipulation and any judgment(s) obtained pursuant to this
5 Stipulation.

6 5. All of the terms and provisions contained herein shall inure to the benefit of
7 and shall be binding upon the parties hereto and their respective heirs, legal
8 representatives, successors, assigns and transferees.

9 6. No amendment, change or modification of this Stipulation shall be valid,
10 unless in writing and signed by all of the parties hereto.

11 7. Except as set forth in the Settlement Agreement, this Stipulation constitutes
12 the entire understanding and agreement of the parties with respect to its specific subject
13 matter (as expressed hereinabove), and any and all prior agreements, understandings or
14 representations with respect to its subject matter are hereby terminated and canceled in
15 their entirety and are of no further force or effect.

16 8. Each of the parties to this Stipulation represents and warrants that he/she/it
17 has the full right, power, legal capacity and authority to enter into and perform the parties'
18 respective obligations hereunder and that such obligations shall be binding upon such party
19 without the requirement of the approval or consent of any other person or entity.

20 9. This Stipulation may be executed in one or more counterparts, each of which
21 shall be deemed an original, but all of which together shall constitute one and the same
22 instrument. A fax or email copy of this Stipulation is effective as a signed original.

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1 10. The foregoing terms are accepted by the parties hereto, evidenced by their
2 respective signatures below.

3 PLAINTIFF:

4 LIBERTY MUTUAL FIRE INSURANCE CORPORATION

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7 Name: _____

8 Its: _____ Date: _____

9 PLAINTIFF:

10 WAUSAU UNDERWRITERS INSURANCE CORPORATION

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12 _____

13 Name: _____

14 Its: _____ Date: _____

15 DEFENDANT:

16 ESG REPUBLIC, INC., D/B/A WORKLOGICHR

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19 Name: _____

20 Its: _____ Date: _____

21 DEFENDANT:

22 RAND EMPLOYMENT SOLUTIONS

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24 Name: _____

25 Its: _____ Date: _____

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1 DEFENDANT:
2 COLONY WEST EMPLOYER SERVICES LLC

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5 Name: _____

6 Its: _____ Date: _____

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9 DEFENDANT:
10 WLHR LLC

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12 _____

13 Name: _____

14 Its: _____ Date: _____

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16 DEFENDANT:
17 THORN ROBERSON, INC.

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19 _____

20 Name: _____

21 Its: _____ Date: _____

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23 DEFENDANT:
24 JEFFREY D. THORN

25 _____ Date: _____

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1 APPROVED AS TO FORM AND CONTENT:

2 BARBANEL & TREUER, P.C.

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4 By: _____

5 Ilya Kosten, Esq.
6 Attorneys for Plaintiffs
7 Liberty Mutual Fire Insurance Company and
8 Wausau Underwriters Insurance Company

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10 APPROVED AS TO FORM AND CONTENT:

11 LYNCH & LYNCH, LLP

12

13 By: _____

14 Craig M. Lynch
15 Attorneys for Defendants ESG Republic, Inc.
16 d/b/a WorklogicHR, Rand Employment Solutions,
17 Colony West Employer Services LLC, WLHR LLC,
18 Thorn Roberson, Inc., and Jeffrey D. Thorn

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[PROPOSED] ORDER

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Based upon the stipulation of the parties, the Court **ORDERS**:

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1. The stipulation is **GRANTED** and the Court will retain jurisdiction for purposes of enforcement of the settlement agreement. In the event of breach of the agreement, the plaintiffs may apply to the Court for entry of judgment based upon this stipulation;

2. No later than **May 18, 2018**, the parties **SHALL** file a stipulated dismissal.

IT IS SO ORDERED.

Dated: May 9, 2018

/s/ Jennifer L. Thurston
UNITED STATES MAGISTRATE JUDGE