

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

Case No. 23-cv-6379

BALANCE PAYMENTS, INC. d/b/a BALANCE,

Plaintiff,

vs.

THREAD STUDIO LLC,

Defendant

FINAL DEFAULT JUDGMENT

THIS CAUSE came before the Court on March 15, 2024 on the Motion for Entry of Final Default Judgment (D.E. 14, the “Motion”) filed by Plaintiff Balance Payment d/b/a Balance (“Plaintiff”). The Court has reviewed the Motion, Return of Service (D.E. 42), Declaration of Balance Payments, Inc. in Support of Damages (D.E. 43), Amended Motion for Attorney’s Fees and Incorporated Memorandum of Law (D.E. 45), heard argument from counsel, and is otherwise fully advised in the premises.

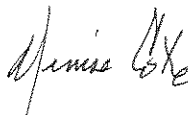
The Court finds that Plaintiff has stated a claim for breach of contract against Defendant Thread Studio LLC (“Defendant”) in the Amended Complaint (D.E. 34). Having not appeared, Defendant is deemed to have admitted the well-pleaded facts set forth in the complaint. *Vermont Teddy Bear Co. v. 1-800 Beargram Co.*, 373 F.3d 241, 246 (2d Cir. 2004) (“[A] default is an admission of all well-pleaded allegations against the defaulting party.”).

Accordingly, it is hereby ORDERED AND ADJUDGED, that judgment is hereby entered in favor of Plaintiff, with an address at 2261 Market Street, #4149, San Francisco, CA 94114, and against Defendant, with an address at 3912 Shirley Dr NW, Atlanta, GA 30336.

Plaintiff shall recover from Defendant monetary damages in the amount of \$313,203.88 plus pre-judgment interest in the amount of \$29,501.23¹, for a total sum due of **\$342,705.11** (**Three Hundred Forty-Two Thousand Seven Hundred Five Dollars and Eleven Cents**), excluding any applicable costs, that shall bear interest at the rate of 5.49% a year, FOR WHICH LET EXECUTION ISSUE FORTHWITH.

IT IS FURTHER ORDERED AND ADJUDGED that Plaintiff is entitled to reimbursement of attorneys' fees in the full amount it seeks from Defendant pursuant to the terms of parties' agreements. Plaintiff is the prevailing party, having obtained a judgment in its favor. The parties' agreement unambiguously entitled the prevailing party to their attorney's fees in connection with litigation brought to enforce rights under the agreement. The hourly rates sought here are reasonable and consistent with amounts recently awarded for similarly experienced practitioners with reasonably comparable skill, experience, and reputation within this district. *See, e.g., Carrington*, 2020 WL 5758916, at *11-15 (finding rates as high as \$900 to be reasonable). Moreover, Plaintiff's attorneys kept contemporaneous records reflecting the time spent on their work for this litigation. The Court has overseen this litigation from its inception in federal court and is familiar with the nature of the work required to litigate these claims, and finds that the hours spent by Plaintiff's counsel were reasonable. Plaintiff is therefore awarded \$12,942.50 in attorney's fees and \$1,210.49 in costs.

DONE AND ORDERED in Chambers on this 27th day of March, 2024.



¹ Prejudgment interest has been calculated from February 27, 2023 through March 15, 2024, at the rate of 9% per annum pursuant to CPLR § 5004.