

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

COX OPERATING, LLC

vs.

**ST. PAUL SURPLUS LINES
INSURANCE COMPANY**

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Civil Action No. 4:07-cv-02724

**FINAL JUDGMENT FOR ATTORNEYS' FEES,
RELATED NON-TAXABLE EXPENSES, AND TAXABLE COSTS**

This civil action was tried by a jury with United States District Judge Gray H. Miller presiding, and, on June 19, 2013, the jury returned a unanimous verdict and was then discharged by the Court.

Under the Final Judgment (Dkt. 527) and Amended Final Judgment (Dkt. 584) Cox shall recover against St. Paul taxable costs, attorneys' fees, and non-taxable expenses related to attorneys' fees in amounts subsequently to be found by the Court.

On July 11, 2014, Plaintiff Cox Operating, LLC filed its application for taxable costs (Dkt. 614), and on July 18, 2014, Plaintiff Cox Operating, LLC filed its motion for attorneys' fees and related non-taxable expenses (Dkt. 620).

In paragraphs 2, 3, 4, 5, and 6 of the Joint Status Report, Agreement, and Stipulations of Facts filed on December 9, 2014 (Dkt. 640), respectively:

1. Defendant St. Paul Surplus Lines Insurance Company withdrew its objections to Cox's application for taxable costs (Dkt. 624) and its response and objections to Plaintiff Cox Operating, LLC's motion for attorneys' fees and non-taxable expenses (Dkt. 632);
2. The parties agreed that the amount of costs that should be taxed against

Defendant St. Paul Surplus Lines Insurance Company and that Plaintiff Cox Operating, LLC shall recover from Defendant St. Paul Surplus Lines Insurance Company and Defendant St. Paul Surplus Lines Insurance Company shall pay to Plaintiff Cox Operating, LLC, as discussed in item A.4. on the second page of the amended final judgment, is \$309,410.89;

3. The parties also agreed that the amount of nontaxable expenses related to attorneys' fees that Plaintiff Cox Operating, LLC shall recover from Defendant St. Paul Surplus Lines Insurance Company and Defendant St. Paul Surplus Lines Insurance Company shall pay to Plaintiff Cox Operating, LLC, as discussed in item A.6. on the second page of the amended final judgment, is \$59,512.88;

4. The parties stipulated that each and every legal service, including the services performed by paralegals, for which Plaintiff Cox Operating, LLC was seeking recovery was necessary with respect to the claims for which Plaintiff Cox Operating, LLC obtained judgment against Defendant St. Paul Surplus Lines Insurance Company in the amended final judgment;

5. The parties also stipulated that the following respective totals of the amounts charged for the above-described necessary legal services within the following respective categories were and are reasonable when considered in connection with the amended final judgment (Dkt. 584):

a. \$5,396,281.75 for legal services performed through the entry of the amended final judgment;

b. \$480,948.00 for legal services performed in connection with the appeal of the amended final judgment to the United States Court of Appeals for the Fifth Circuit (excluding those that would be performed in connection

with the preparation of briefing in the Texas Supreme Court if a question or questions were certified to and accepted by such court); and

c. \$51,750.00 for legal services performed that would be performed in connection with the preparation of briefing in the Texas Supreme Court if a question or questions were certified to and accepted by such court;

IT IS THEREFORE ORDERED that:

A. Plaintiff Cox Operating, LLC shall recover from Defendant St. Paul Surplus Lines Insurance Company and Defendant St. Paul Surplus Lines Insurance Company shall pay to Plaintiff Cox Operating, LLC:

1. \$309,410.89 for costs pursuant to 28 U.S.C. § 1920 and Federal Rule of Civil Procedure 54(d)(1);
2. \$59,512.88 for nontaxable expenses related to attorneys' fees;
3. \$5,396,281.75 for legal services performed through the entry of the amended final judgment;
4. \$480,948.00 for legal services performed in connection with the appeal of the amended final judgment to the United States Court of Appeals for the Fifth Circuit (excluding those that would be performed in connection with the preparation of briefing in the Texas Supreme Court if a question or questions were certified by the United States Court of Appeals for the Fifth Circuit to the Texas Supreme Court and accepted by the Texas Supreme Court);
5. \$51,750.00 for legal services that would be performed in connection with the preparation of briefing in the Texas Supreme Court if a question or questions were certified by the United States Court of Appeals for the Fifth Circuit to the Texas Supreme Court and accepted by the Texas Supreme Court; and

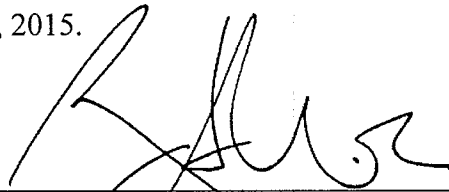
6. Post judgment interest on the total sum of each of the foregoing items pursuant to 28 U.S.C. § 1961 at the rate of .24 percent a year, compounded annually;

B. Based on the parties' agreement in the Joint Status Report (Dkt. 640), Defendant St. Paul Surplus Lines Insurance Company may appeal the award of attorneys' fees in this judgment based solely upon any argument directly arising out of subsequent reduction, if any, of the amounts awarded in the amended final judgment of January 10, 2014 (Dkt. 584) by or at the discretion of the United States Court of Appeals for the Fifth Circuit, including by this Court upon remand;

C. The Clerk of the Court shall issue each and every writ subsequently requested by Plaintiff Cox Operating, LLC to enforce the judgment against Defendant St. Paul Surplus Lines Insurance Company;

D. As this judgment adjudicates each and every remaining claim, right and liability of each and every party with respect to this action, the judgment is final.

Signed at Houston, Texas on February 26, 2015.

A handwritten signature in black ink, appearing to read 'G. Miller', written over a horizontal line.

Gray H. Miller
United States District Judge