

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

<b>WELLS FARGO BANK, N.A.,</b> <b>Plaintiff,</b>	)	
	)	
	)	
v.	)	<b>CIVIL ACTION NO. 11-00231-KD-N</b>
	)	
<b>FRIDAY CONSTRUCTION COMPANY,</b> <b>INC., and C. THURMON BELL,</b> <b>Defendants.</b>	)	
	)	

**JUDGMENT**

In accordance with 1) the Court’s Order dated March 5, 2012 (Doc. 23), granting summary judgment in favor of Plaintiff on its claim for breach of contract (as amended by the Court’s Order dated November 6, 2012 (Doc. 26)), and 2) the Court’s Order dated October 31, 2012 (Doc. 25), granting in part Plaintiff’s request for attorneys’ fees and costs and granting post-judgment interest at the requested contractual rate, it is hereby **ORDERED, ADJUDGED, AND DECREED** that judgment is entered in favor of Plaintiff Wells Fargo Bank, N.A., and against Defendant Friday Construction Company, Inc.

Judgment is entered in the principal amount of \$310,336.61, plus accrued interest in the amount of \$22,505.34, and late charges of \$955.62, for a total amount of **\$333,797.57** as of October 10, 2011, with interest accruing on the principal amount from October 10, 2011, until the date of this Judgment in the amount of \$56.03 *per diem*. Defendant Friday Construction Company, Inc. is also liable to Plaintiff Wells Fargo Bank, N.A. in the amount of **\$12,490.00** for reasonable attorneys’ fees and **\$733.56** for expenses and costs. Interest will accrue on all amounts from the date of this Judgment at the contractual rate of Wells Fargo, N.A.’s “Prime Rate” plus 5% as set out in the Promissory Note at issue in this case (Doc. 13 at 6-11).

**DONE and ORDERED** this the 7<sup>th</sup> day of **November 2012**.

/s/ Kristi K. DuBose  
**KRISTI K. DUBOSE**  
 UNITED STATES DISTRICT JUDGE