

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF ARKANSAS  
FORT SMITH DIVISION

SCAFCO CORPORATION

PLAINTIFF

v.

Case No. 2:13-cv-02023

COAST TO COAST CARPORTS, INC.;  
COAST TO COAST LOGISTICS, INC. d/b/a  
COAST TO COAST CARPORTS; VENANCIO TORRES,  
individually and as officer of COAST TO COAST  
CARPORTS, INC. and COAST TO COAST  
LOGISTICS, INC.; GERARDO TORRES, individually  
and as officer of COAST TO COAST CARPORTS, INC.  
and COAST TO COAST LOGISTICS, INC.; and  
JORGE ZAVALA, individually and as officer of  
COAST TO COAST CARPORTS, INC. and  
COAST TO COAST LOGISTICS, INC.

DEFENDANTS

**ORDER**

Currently before the Court is Plaintiff Scafco Corporation's petition for attorneys' fees and court costs (Doc. 19), filed pursuant to Ark. Code Ann. § 16-22-308, which provides that "[i]n any civil action to recover on [a] . . . breach of contract . . . the prevailing party may be allowed a reasonable attorney's fee to be assessed by the court and collected as costs."

On August 2, 2013, the Court granted Plaintiff's unopposed motion for summary judgment for breach of contract against separate Defendant Coast to Coast Carports, Inc. (Doc. 14). Plaintiff's counsel then submitted an itemized statement of attorneys' fees and costs incurred in filing the lawsuit and preparing and filing the motion for summary judgment that was ultimately granted. Defendant Coast to Coast Carports, Inc. filed no response to Plaintiff's petition for fees and costs, and the deadline for filing a response has passed.

In determining a reasonable amount of attorneys' fees pursuant to § 16–22–308, the Court is required to consider the experience and ability of the attorneys, the time and labor required to perform the legal service properly, the amount involved in the case and the results obtained, the novelty and difficulty of the issues involved, the fee customarily charged in the locality for similar legal services, whether the fee is fixed or contingent, the time limitations imposed upon the client or by the circumstances, and the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer. *Chrisco v. Sun Indus., Inc.*, 304 Ark. 227, 229 (1990).

Upon consideration of Plaintiff's petition, accompanying billing statement (Doc. 19-1), and the relevant *Chrisco* factors listed above, the Court finds that Plaintiff has substantiated fees and costs totaling \$7,389.05. The billing statement submitted by Plaintiff's counsel details services performed by three attorneys. Attorney Josh Sanford charged a rate of \$190.00 per hour, which is typical of the rates charged by other attorneys in this jurisdiction having similar qualifications, experience, and reputations. Attorney Amber Schubert charged a rate of \$175.00 per hour, which is also reasonable. Attorney Vanessa Kinney, who is a member of Ms. Schubert and Mr. Sanford's law firm but did not enter an appearance in this case, similarly charged a reasonable rate of \$150.00 per hour. The total attorneys' fees submitted by Plaintiffs' counsel in this case are \$6,764.00. The itemized costs spent on service and filing fees, copying, and postage are \$625.05. Considering the fact that Plaintiff prevailed on all issues in its motion for summary judgment, and a significant amount of money was at stake in this litigation, the Court finds that the fees and costs submitted by Plaintiff's attorneys are reasonable under the circumstances.

Accordingly, IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff Scafco

Corporation's petition for attorneys' fees and court costs (Doc. 19) is GRANTED.

IT IS FURTHER ORDERED that Plaintiff's counsel shall have and recover from Defendant Coast to Coast Carports, Inc. an amount of attorneys' fees and costs totaling \$7,389.05.

IT IS SO ORDERED this 4th day of September, 2013.

*P. K. Holmes, III*

P.K. HOLMES, III  
CHIEF U.S. DISTRICT JUDGE