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28IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

ARU SPC LTD.,

No. C-12-5754 MMC

Plaintiff,

**ORDER GRANTING PLAINTIFF'S
MOTION FOR ATTORNEYS' FEES;
VACATING HEARING**

v.

MEYER TRUCKING, INC., et al.,

Defendants.

Before the Court is ARU SPC, Ltd.'s ("ARU") "Motion for Attorneys' Fees," filed April 8, 2013. Defendants Meyer Trucking, Inc., Robert L. Meyer and Patricia J. Meyer have not filed opposition. Having read and considered the papers filed in support of the motion, the Court deems the matter suitable for decision on the moving papers, VACATES the hearing scheduled for May 17, 2013, and rules as follows.

By order filed April 2, 2013, the Court granted ARU's motion for judgment on the pleadings, and, on the same date, the Clerk of Court entered judgment in favor of ARU and against defendants, jointly and severally, in the amount of \$330,145, together with prejudgment interest in the amount of \$7146.34, for a total award of \$337,291.34. By the instant motion, ARU, as the prevailing party herein, seeks an award of reasonable attorneys' fees and costs incurred in the above-title action.

1 Under the terms of the "Promissory Note," dated August 13, 2012, Meyer Trucking,
2 Inc. ("Meyer Trucking") agreed to make certain payments to ARU and further agreed, in the
3 event of a default, to "pay reasonable costs and expenses incurred by or of behalf of Holder
4 in connection with Holder's exercise of any or all of Holder's rights and remedies under
5 th[e] Note, including, without limitation, reasonable attorneys' fees and costs." (See Compl.
6 Ex. B ¶ 6.)¹ On July 27, 2012, Robert Meyer and Patricia Meyer ("the Meyers") executed a
7 "Guarantee and Indemnity" agreement in which they agreed to be responsible for any
8 amount Meyer Trucking failed to pay to ARU and further agreed to pay "all costs[,] charges
9 and expenses" incurred by ARU "in enforcing [the] Guarantee and Indemnity" (see Compl.
10 Ex. A); additionally, on August 13, 2012, the Meyers executed an Amendment thereto, in
11 which the Meyers agreed to guarantee Meyer Trucking's performance under the
12 Promissory Note (see Compl. Ex. C). In light of the language in the Promissory Note, the
13 Guarantee and Indemnity, and the Amendment to the Guarantee and Indemnity, the Court
14 finds Meyer Trucking and the Meyers are liable, jointly and severally, for the attorneys' fees
15 and costs reasonably incurred by ARU in the instant action.

16 Further, the Court, having read and considered the evidence submitted by ARU in
17 support of the instant motion, finds the amount of fees and costs claimed, specifically,
18 \$15,704.50 and \$1720.44, are, in each instance, reasonable.

19 Accordingly, the motion is hereby GRANTED, and ARU is hereby awarded, as
20 against Meyer Trucking and the Meyers jointly and severally, attorneys' fees and costs in
21 the total amount of \$17,424.94.

22 **IT IS SO ORDERED.**

23
24 Dated: April 29, 2013

25 
26 MAXINE M. CHESNEY
27 United States District Judge

28 _____
¹"Holder" is defined in the Promissory Note as ARU. (See Compl. Ex. B at 1.)