

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO
Judge Christine M. Arguello**

Civil Action No. 09-cv-01071-CMA-KMT

WILLIAM ZIMMERLING,

Plaintiff,

vs.

AFFINITY FINANCIAL CORPORATION,

Defendant.

**ORDER FOR JUDGMENT AGAINST DEFENDANT
AFFINITY FINANCIAL CORPORATION**

The Court previously entered default against Defendant Affinity Financial Corporation (“Affinity”) (Doc. # 87). This matter came before the Court on November 3, 2010 for an evidentiary hearing on damages, pursuant to Fed. R.Civ. P. 55(b)(2). Plaintiff appeared and was represented by counsel. Affinity failed to appear.

The Court, having reviewed the pleadings, heard testimony, and received exhibits, hereby finds that Plaintiff has shown he suffered damages on his claim for breach of contract in the amount of \$323,172.99. The Court further concludes that prejudgment interest should be awarded on that amount from the date on which Plaintiff’s employment was terminated by Affinity, January 19, 2009, at the rate specified by C.R.S. § 5-12-102. See, e.g., *Strickland Tower Maintenance v. AT&T Communications*, 128 F.3d 1422, 1429 (10TH Cir. 1997) (“A federal court sitting in

diversity applies state law, not federal law, regarding the issue of prejudgment interest.”). It is, therefore,

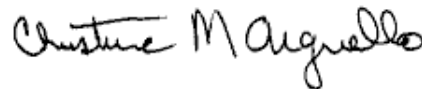
ORDERED that judgment enter in favor of Plaintiff William Zimmerling and against Defendant Affinity Financial Corporation, as follows:

Principal amount of judgment:	\$323,127.99
Prejudgment interest:	<u>47,802.40</u>
Total Judgment	\$370,930.39

Interest shall accrue on the judgment from the date of its entry at the rate specified in 28 U.S.C. § 1961(a). Plaintiff is awarded costs as the prevailing party.

DATED this 4th day of November, 2010.

BY THE COURT:



CHRISTINE M. ARGUELLO
United States District Judge