

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

ST. LUKE’S HEALTH SYSTEM, LTD. AND
ST. LUKE’S REGIONAL MEDICAL
CENTER, LTD.,

Plaintiffs,

v.

ALLIED WORLD NATIONAL
ASSURANCE COMPANY AND DARWIN
NATIONAL ASSURANCE COMPANY,

Defendants.

Case No. 1:14-CV-475-BLW

MEMORANDUM DECISION

The Court has before it a motion for attorney fees and costs filed by St. Luke’s seeking \$292,482 in attorney fees under Idaho Code §§ 41-1839 and 12-120(3). In an earlier-filed decision, the Court held that defendant Allied has a duty under its insurance contract to reimburse St. Luke’s for its defense costs in the underlying antitrust action brought by the Federal Trade Commission, the State of Idaho, and the private entities, including St. Al’s. *See Memorandum Decision (Dkt. No. 30)*. Although defendant Allied has appealed that decision, the Court retains jurisdiction to award a specific sum for attorney fees and costs. *U.S. ex rel. Shutt v. Cmty. Home & Health Care Servs., Inc.*, 550 F.3d 764, 766 (9th Cir. 2008).

Defendant Allied does not object to the reasonableness of the attorney fees sought by St. Luke’s under Idaho Code § 41-1839, but only objects to fees being awarded under Idaho Code § 12-120(3). The Court will therefore award \$292,482 in attorney fees to St.

Luke's under Idaho Code § 41-1839 without resolving the issue whether St. Luke's is also entitled to this award under Idaho Code § 12-120(3).

St. Luke's also seeks \$906 in costs. There is no objection to that amount, and the Court will award that sum to St. Luke's. The Court will enter a separate Amended Judgment as required by Rule 58(a).



DATED: April 8, 2016

A handwritten signature in black ink that reads "B. Lynn Winmill". The signature is written in a cursive style and is positioned above a horizontal line.

B. Lynn Winmill
Chief Judge
United States District Court