

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF IDAHO

GILTNER LOGISTICS, INC., an Idaho  
corporation f/k/a GILTNER LOGISTIC  
SERVICES, INC.,

Plaintiff,

v.

ALL WAYS TRANSPORT, INC., a  
California corporation,

Defendant.

Case No. 1:19-CV-289-BLW

**MEMORANDUM DECISION  
AND ORDER**

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**MEMORANDUM DECISION**

The Court has before it a motion for attorney fees filed by plaintiff Giltner. Giltner is a trucking broker that contracted with inMusic Brands Inc. to ship electronics to Texas. Giltner retained All Ways Transport Inc. to ship the cargo. But after All Ways picked up the cargo, the cargo was stolen resulting in a complete loss of \$48,960. Giltner paid that sum to inMusic and received an assignment from inMusic of its claim against All Ways.

Giltner then sued All Ways for \$48,960 in this lawsuit. All Ways was properly served but never answered, and the Clerk entered default against them. *See Clerk's Entry of Default (Dkt. No. 6)*. The Court then entered a default judgment in the sum of \$48,960.00. *See Judgment (Dkt. No. 10)*.

Giltner's contract with All Ways states that if Giltner prevails in a lawsuit like this one, Giltner is "entitled to recover from [All Ways] its costs and attorney fees incurred in pursuing such action." *See Contract* § 5.2. Because Giltner prevailed in this action, and because its contract with All Ways entitles it to attorney fees, the Court will grant the motion for attorney fees. *See Idaho Code* § 12-120(3).

Giltner seeks a total of \$2,928.50 in attorney fees. The Court finds the sum reasonable and further finds that the hours expended and the hourly rates to be reasonable. For these reasons, the Court will grant the motion and enter a separate Judgment awarding \$2,928.50 to Giltner.

### **ORDER**

In accordance with the Memorandum Decision above,

NOW THEREFORE IT IS HEREBY ORDERED, that the motion for attorney fees (docket no. 12) be GRANTED, and that a separate Judgment be filed in favor of plaintiff Giltner Logistics Inc. and against defendant All Ways Transport Inc. in the sum of \$2,928.50 for attorney fees.



DATED: March 3, 2020

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  
U.S. District Court Judge