

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF IOWA
CEDAR RAPIDS DIVISION

<p>GREATAMERICA LEASING CORP.,</p> <p style="text-align: center;">Plaintiff,</p> <p>vs.</p> <p>DAVIS-LYNCH, INC.,</p> <p style="text-align: center;">Defendants.</p>	<p style="text-align: center;">No. 10-CV-00013-LRR</p> <p style="text-align: center;">ORDER</p>
--	--

The matter before the court is Plaintiff GreatAmerica Leasing Corp.’s Motion for Award of Attorneys’ Fees, Court Costs and Prejudgment Interest (“Motion”) (docket no. 42).

On January 19, 2011, the undersigned granted summary judgment in Plaintiff’s favor and directed the Clerk of Court to enter judgment in the amount of \$214,081.83 with interest at the rate of 8% per annum. Order (docket no. 40). That same date, the Clerk of Court entered Judgment (docket no. 41) in accord with the Order.

The contract underlying the instant dispute provides: “if [Plaintiff] refer[s] this Agreement to an attorney for collection, you agree to pay our reasonable attorney’s fees and actual court costs.” See Pl. App’x (docket no. 24-3). The court has discretion to enter an award of attorneys’ fees pursuant to such a lease provision. *GreatAmerica Leasing Corp. v. Cool Comfort Air Conditioning & Refrigeration, Inc.*, 691 N.W.2d 730, 733 (Iowa 2005); *EFCO Corp. v. Norman Highway Constructors, Inc.*, 606 N.W.2d 297, 301 (Iowa 2000).


In light of the argument and authorities stated in the Motion, as well as the parties’ notice that they have consented to the entry of the instant Order, the court **GRANTS** the Motion, and

DIRECTS the Clerk of Court to amend its earlier judgment and enter judgment in favor of Plaintiff as follows:

- (1) Prejudgment interest in Plaintiff's favor, calculated at the rate of 8% per annum from August 26, 2009, the date Plaintiff commenced the instant action, through January 19, 2011, the date the court entered Judgment; and
- (2) An award of \$50,000 in attorneys' fees and costs in Plaintiff's favor, payable by Defendant, pursuant to the lease provision in the agreement underlying the instant action.

IT IS SO ORDERED.

DATED this 28th day of February, 2011.



LINDA R. READE
CHIEF JUDGE, U.S. DISTRICT COURT
NORTHERN DISTRICT OF IOWA