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WESTERN DISTRICT OF LOUISIANA
SHREVEPORT, LOUISIANA

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA**

UNION PUMP CO.

CIVIL ACTION NO. 05-0287

VERSUS

JUDGE DONALD E. WALTER

CENTRIFUGAL TECHNOLOGY INC., ET AL

MAGISTRATE HORNSBY

Union Pump Co v. Centrifugal Technology Inc et al

Doc. 526

ORDER

Before the Court is Plaintiff's Motion to Set Attorney's Fees and Tax Costs. [Doc. #473].

Plaintiff seeks attorney's fees in the amount of \$789,251.00. Defendants object to an award of attorney's fees in this case.

Under the "American Rule" it is general practice in the United States for each party to bear their own attorney's fees. *See Buckhanon Board and Care Home, Inc. v. West Virginia Department of Health and Human Services, et al.*, 532 U.S. 598, 602 (2001). Attorney's fees "are not ordinarily recoverable in the absence of a statute or enforceable contract providing therefore," or in limited exceptions where necessary to further the interests of justice. *See Summit Valley Industries Inc. v. Local 112, United Brotherhood of Carpenters and Joiners of America*, 456 U.S. 717, 712 (1982).

Of the three successful claims brought by Plaintiff, only the Louisiana Uniform Trade Secrets Act statutorily allows for the recovery of attorney's fees. *See* LSA R.S. 51:1434. The statute provides that the Court may award reasonable attorney's fees to the prevailing party if willful and malicious misappropriate exists. *Id.*

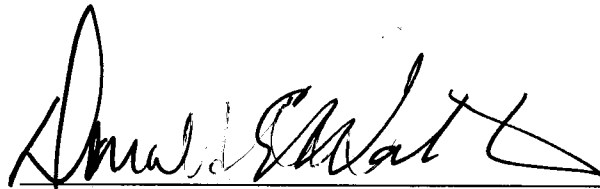
The statute, as drafted, indicates that the Court has discretion in this matter and "may" award attorney's fees if willful and malicious misappropriate exists. The Court is mindful that

the jury found the Defendants liable under the Louisiana Uniform Trade Act, and that the Defendants acted in bad faith. However, it is the opinion of the Court that the jury provided Plaintiff adequate compensation in their award of \$2,125,559.00.

Accordingly, Plaintiff's Motion for Attorney's Fees [Doc. #473] is **DENIED**.

The Court **RESERVES** ruling on Plaintiff's Motion for Costs.

THUS DONE AND SIGNED, this 14 day of December, 2009.



DONALD E. WALTER
UNITED STATES DISTRICT JUDGE