

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TENNESSEE  
AT KNOXVILLE

FOUNTAIN LEASING, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No.: 3:12-CV-317-TAV-HBG
	)	
DAVID N. KLOEBER, JR.,	)	
	)	
Defendant.	)	
	)	

**ORDER AND FINAL JUDGMENT**

For the reasons stated in the memorandum opinion entered contemporaneously herewith, plaintiff’s Motion for Entry of Judgment [Doc. 41] is hereby **GRANTED** and the Court makes the following findings as to the final amounts owing by defendant:

- A. The total lease balance still due and owing under the 2008 Lease Agreement is \$62,677.50.
- B. The total lease balance still due and owing under the 2009 Lease Agreement is \$35,388.00.
- C. Late fees are due and owing under the terms of both the 2008 Lease Agreement and the 2009 Lease Agreement in the amount of \$16,735.88.
- D. Unpaid sales tax in the amount of \$5,713.05 is still due in relation to the Lease Agreements.
- E. Fountain Leasing is entitled to prejudgment interest at the rate of 7.25%.

F. The amount of prejudgment interest calculated on the unpaid lease balances at the rate of 7.25% from June 22, 2012, through May 28, 2014, is \$13,713.05.

G. Interest continues to accrue on the unpaid lease balances of \$98,065.50 at the rate of \$19.47876 per day.

H. Fountain Leasing has incurred attorney fees and costs of collection in attempting to collect this indebtedness from Montie's Resources, LLC, and David N. Kloeber, Jr.

I. The total attorney fees and collection expenses incurred by Fountain Leasing through May 28, 2014, is \$87,346.65.

J. The total due and owing as of May 28, 2014, under both the 2008 Lease Agreement and the 2009 Lease Agreement and pursuant to the two Continuing Guaranty of Lease agreements for the unpaid lease balances, prejudgment interest, unpaid sales tax, attorney fees, and late fees is \$221,574.13.

K. Defendant is liable to plaintiff under both Continuing Guaranty of Lease agreements in the amount of \$221,574.13.

It is therefore **ORDERED** that:

1. Plaintiff, Fountain Leasing, LLC, is hereby awarded judgment against defendant, David N. Kloeber, Jr., in the amount of \$221,574.13.

2. Plaintiff, Fountain Leasing, LLC, is hereby granted postjudgment interest on the unpaid balance of the monetary judgment at the rate of 0.09% pursuant to 28 U.S.C. § 1961.

3. Execution upon this Final Judgment may issue upon plaintiff's request.

IT IS SO ORDERED.

s/ Thomas A. Varlan  
CHIEF UNITED STATES DISTRICT JUDGE

ENTERED AS A JUDGMENT

s/ Debra C. Poplin  
CLERK OF COURT