

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

WEIS-BUY SERVICES, INC. : CIVIL ACTION
 :
 v. :
 :
 STOREY'S FRUIT & PRODUCE, INC. : NO. 98-6078

ORDER - MEMORANDUM

AND NOW, this 5th day of January, 2000, plaintiff Weis-Buy Services, Inc.'s motion to amend the judgment to include attorney's fees and costs is granted. Fed. R. Civ. P. 59.¹

By January 31, 2000 the parties shall advise whether they have reached an agreement as to the amount of attorney's fees and costs – and, if not, they will submit a joint report outlining their respective positions on the issue.

The following guidelines shall be observed:

1. Fees and costs are to be calculated from the time of Storey Fruit's unsuccessful appeal of the USDA reparation award in favor of Weis-Buy Services – November 18, 1998. See Robinson Farms Co. v. D'Acquisto, 962 F.2d 680, 684 (7th Cir. 1992).
2. The amount of time claimed, the nature of the services rendered, and the rate(s) charged are subject to the rule of

¹ This action was an appeal under the Perishable Agricultural Commodities Act of 1930, 7 U.S.C. §§ 499a - 499t, which allows "a reasonable attorney's fee for the appellee, if the appellee shall prevail." Id. at 499g(c).

reasonableness, as applied to defending the appeal of a reparations award. See Tray-Wrap, Inc. v. Meyer Tomatoes, 90-7688, 1996 WL 54321 (S.D.N.Y. Feb. 9, 1996)

3. The purpose of the statutory attorney's fees and cost provision is to "provide and incentive to shippers and buyers to enforce their rights, even where there is not a great deal of money at stake." Robinson Farms Co., 962 F.2d at 684-85 (7th Cir. 1992).

Edmund V. Ludwig, J.