IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

BAMBERGER ROSENHEIM, LTD.,	*	
	*	
Petitioner,	*	
	*	
v.	*	1:15-CV-04460-ELR
	*	
OA DEVELOPMENT, INC.,	*	
	*	
	*	
Respondent.	*	
	*	

ORDER

Presently before the Court are Respondent's Renewed Motion for Attorney's Fees [Doc. 83] and Motion for Attorney's Fees [Doc. 81], transferred to this Court by the Eleventh Circuit Court of Appeals [Doc. 80].

I. Background

Petitioner Bamberger Rosenheim, Ltd., also referred to as Profimex,[1] is an Israeli company that operates as an aggregator of capital for real estate investments worldwide. Respondent OA Development, Inc. is a Georgia corporation which invests in, develops, manages, and brokers real estate projects in the United States.

[1] Profimex Ltd. is Bamberger's wholly-owned subsidiary.

On or about March 31, 2008, Respondent entered into a Solicitation Agreement with Petitioner. See Solicitation Agreement [Doc. 9-3]. Through the Solicitation Agreement, Respondent appointed Petitioner as the exclusive placement agent to secure investors in Israel for Respondent's real estate projects. Pursuant to the terms of the Solicitation Agreement, each party would be entitled to charge various fees for services rendered under the contract. Generally speaking, Respondent would present a property it wished to purchase to Petitioner with a business plan showing the potential for the investment. Petitioner then would have the option of providing, through its investor network in Israel, a portion of the funds necessary to acquire and maintain the property.

The Solicitation Agreement was to be governed by New York law and required arbitration for "[a]ny disputes with respect to the [Solicitation] Agreement or the performance of the parties . . . in accordance with the rules of the International Chamber of Commerce [("ICC")]." See Solicitation Agreement at ¶ 9(a). Eventually, after termination of the Solicitation Agreement, Petitioner filed a Request for Arbitration with the ICC for breach of contract. In Respondent's Answer to the Arbitration Request, Respondent filed counterclaims for defamation based on statements made by Petitioner.

Subsequently, the arbitration took place in Atlanta, Georgia, before Mr. Nisbet K. Kendrick (the "Arbitrator"), who rendered his final decision and award in

November 2015. The Arbitrator found, *inter alia*, in Respondent's favor on the defamation counterclaims and awarded Respondent $500,000 in general damages, $200,000 in punitive damages, and $250,000 in attorneys' fees.

On December 23, 2015, Petitioner filed a petition in this Court to vacate or modify the arbitration award on the defamation claims and an application to confirm the award on the breach of contract claims. [Doc. 1]. On February 2, 2016, Respondent filed an action to confirm the arbitration award. [Doc. 28]. On March 16, 2016, the Court granted the parties' joint motion to consolidate cases. [Doc. 19].

On August 24, 2016, this Court, *inter alia*, confirmed[2] the arbitration award [Doc. 36]. Petitioner appealed this Court's Order to the Eleventh Circuit Court of Appeals, which the Eleventh Circuit subsequently affirmed [Doc. 78]. The Eleventh Circuit then transferred Respondent's motion for attorneys' fees related to the appeal to this Court for determination of Respondent's entitlement to attorneys' fees and the reasonableness of the fees. [Doc. 80]. Subsequently, Respondent filed a separate motion for attorneys' fees and expenses in this Court for fees and expenses incurred as a result of the proceedings in this Court. Both motions are ripe for the Court's review.

[2] The Court confirmed the arbitration award in its entirety with one limited exception that is not at issue here.

II. Discussion

Respondent seeks attorneys' fees and costs associated with (1) "the confirmation of the arbitration award" in this Court [Doc. 83 at 1] ("District Court Proceeding"), and (2) Petitioner's appeal of this Court's confirmation award to the Eleventh Circuit [Doc. 81] ("Appeal"). Specifically, Respondent seeks $175,795.55 in fees and expenses incurred during the District Court Proceeding and $91,128.68 in fees and expenses incurred during the Appeal, totaling $266,924.23. Petitioner challenges Respondent's entitlement to attorneys' fees. For clarity, the Court evaluates Respondent's motion for fees related to the District Court Proceeding and the Appeal separately.

A. District Court Proceeding

1. Respondent's Entitlement to Attorneys' Fees and Costs

"The general rule in our legal system is that each party must pay its own attorney fees and expenses" absent statutory authorization or contractual agreement between the parties. Perdue v. Kenny A. ex rel. Winn, 559 U.S. 542, 550 (2010). Neither the FAA or the New York Convention authorize the award of attorneys' fees

in an action to confirm an arbitration award.[3] Menke v. Monchecourt, 17 F.3d 1007, 1009 (7th Cir. 1994); see also Shop Teks Equipment Specialists, Inc. v. NorAm, Inc., No. 1:12-CV-02378-CC, 2014 WL 12699274, at *3 n.3 (N.D. Ga. Oct. 27, 2014); Trustees of Empire State Carpenters Annuity, Apprenticeship, Labor-Management Cooperation, Pension and Welfare Funds v. Thalle/Transit Const. Joint Venture, No. 12-CV-5661(JFB)(ARL), 2014 WL 5343825, *1 (E.D.N.Y. Oct. 20, 2014) (collecting cases). Nevertheless, "because a court may, in the exercise of its inherent equitable powers, award attorney's fees when opposing counsel acts in bad faith, attorney's fees and costs may be proper when a party opposing confirmation of arbitration award refuses to abide by an arbitrator's decision without justification." Trustees of Empire State Carpenters, 2014 WL 5343825, *1 (quoting N.Y.C. Dist. Council of Carpenters Pension Fund v. E. Millenium Constr., Inc., No. 03-CV-5122 (DAB), 2003 WL 22773355, at *2 (S.D.N.Y Nov. 21, 2003)). Accordingly, because there is no statutory authorization for attorneys' fees in this case, Respondent must show a contractual agreement between the parties requiring attorneys' fees or that Petitioner acted with bad faith in opposing the confirmation award.

[3] Both parties agreed, prior to this Court confirming the arbitration award, that resolution of the dispute is governed by The Convention on the Recognition and Enforcement of Foreign Arbitral Awards, which is commonly referred to as the New York Convention. [See Doc. 36 at 5 (citing Indus. Risk Insurers v. M.A.N. Gutehoffnungshutte GmbH, 141 F.3d 1434, 1439-40 (11th Cir. 1998) (holding that the New York Convention and Chapter 2 of the Federal Arbitration Act ("FAA") govern an arbitral award granted by an arbitral panel sitting in the United States and applying American law))].

Respondent argues that the parties entered into a contractual agreement, the Solicitation Agreement, that requires the parties to "compensate . . . for expenses related to a material violation of applicable law." [Doc. 83-1 at 3]. Specifically, Respondent argues that the Indemnification provision of the Solicitation Agreement is the applicable contractual provision that requires attorneys' fees. This provision states in relevant part:

> (a) [Petitioner] shall indemnify and hold harmless [Respondent] . . . from any and all liabilities, claims, losses, costs (including attorneys' fees and expenses and including any investigatory, legal and other expenses incurred . . .), damages and expenses (collectively, "Losses") arising from, related to or otherwise connected with (i) any material breach by [Petitioner] of any provision of this Agreement . . . [or] (ii) any material violation of any applicable law by [Petitioner] . . . .

Solicitation Agreement at ¶ 6(a) (emphasis added).

The gravamen of Respondent's argument is that the Arbitrator's determination that Petitioner violated New York law by defaming Respondent, triggered the Indemnification provision of the Solicitation Agreement, and thus, Petitioner's decision to continue challenging the Arbitrator's award is "simply a natural extension of [Petitioner's] illegal conduct." [Doc. 83-1 at 7]. Given the Arbitrator's determination that Petitioner violated New York law by defaming Respondent, this Court's confirmation of the Arbitrator's award, and the Eleventh Circuit affirming this Court's confirmation of the Arbitrator's award, there is no dispute that Petitioner

violated New York law.[4] Nevertheless, Petitioner asserts two main arguments why Respondent is not entitled to attorneys' fees and expenses.

First, Petitioner argues that the Indemnification provision only applies to third-party claims and Respondent is extrapolating this provision to apply to Respondent directly. While the Court is cognizant that the concept of indemnity can apply to third-party liability, that is only one instance of indemnification. See Indemnity, Black's Law Dictionary (10th ed. 2014) ("A duty to make good any loss, damage, or liability incurred by another."); Indemnify, Black's Law Dictionary (10th ed. 2014) ("To reimburse (another) for a loss suffered because of a third party's or one's own act or default; hold harmless [or t]o promise to reimburse (another) for such a loss."); Hold Harmless, Black's Law Dictionary (10th ed. 2014) ("To absolve (another party) from any responsibility for damage or other liability arising from the transaction.").

Furthermore, broad indemnification provisions, such as the one at issue here, are commonly interpreted to include intra-party disputes and not just third-party claims.[5] See Wilmington Trust Co. v. Morgan Stanley Mortg. Capital Holdings, LLC, 58 N.Y.S.3d 358, 359 (N.Y. App. Div. 2017) (determining that the indemnity provision within a contract that states the defendant "shall indemnify [the plaintiff] and hold it harmless against any loss, damages, penalties, fines, forfeitures, legal fees,

[4] Additionally, the U.S. Supreme Court denied writ of certiorari [Doc. 88].
[5] The parties agree that any interpretation of the Solicitation Agreement is to be made pursuant to New York law. [Docs. 83-1 at 6, 84 at 4].

and related costs . . . resulting from any claim, demand, defense or assertion" reflects the "unmistakable intent that plaintiff may recover its legal expenses incurred" in enforcing the contract); Crossroads ABL, LLC v. Canaras Capital Mgmt., LLC, 963 N.Y.S.2d 645, 646 (N.Y. App. Div. 2013) (finding indemnification provision, which applied to "any and all claims, demands, actions, suits or proceedings" did not preclude intra-party claims as the parties chose to use "highly inclusive language" and did not include an exhaustive list of actions for which indemnification was required.).

Next, Petitioner argues that even if the Indemnification provision applied here, the Arbitrator already awarded Respondent $250,000 in attorneys' fees related to Petitioner's violation of New York law for defamation, and thus, awarding attorneys' fees related to the confirmation of the arbitration award would be a double recovery of fees. However, as stated *supra*, the Indemnification provision provides that the attorneys' fees may "aris[e] from, relate[] to or otherwise [be] connected with . . . any material violation of any applicable law by [Petitioner] . . . ." See Solicitation Agreement at ¶ 6(a). Petitioner's challenge of the arbitration award in this Court arises from, relates to, and otherwise is connected with Petitioner's violation of New York law by defaming Respondent. See CareMinders Home Care, Inc. v. Concura, Inc., 660 F. App'x 795, 798-99 (11th Cir. 2016) (affirming this Court did not abuse its discretion in awarding attorneys' fees related to confirmation of an arbitration

award where the underlying contract between the parties permitted recovery of fees incurred from enforcing any provision of the agreement).

Accordingly, pursuant to the Indemnification provision of the Solicitation Agreement, Respondent is entitled to attorneys' fees and expenses.[6]

2. Reasonableness of Attorneys' Fees

The Court now turns to the reasonableness of the fees and expenses Respondent requested. The court has "wide discretion" in calculating an attorneys' fee award. See Martinez v. Hernando Cty. Sheriff's Office, 579 F. App'x 710, 713 (11th Cir. 2014). "A district court must articulate the reasoning behind its award or denial of attorney's fees in order to permit meaningful review." United Steel, Paper & Forestry, Rubber, Mfg., Energy, Allied Indus. & Serv. Workers Int'l Union AFL-CIO-CLC v. Wise Alloys, LLC, 807 F.3d 1258, 1275 (11th Cir. 2015). In deciding a fee request, the Court is required to articulate the decisions it makes, give principled reasons for these decisions, and show its calculation. See Martinez, 579 F. App'x at 713.

"The first step in calculating a reasonable attorney's fee award is to determine the 'lodestar'—the product of multiplying reasonable hours expended times a reasonable hourly rate." Id.

[6] Because the Court finds Respondent is entitled to attorneys' fees and expenses based on the parties' contractual agreement, the Court need not address Respondent's other arguments for fees and expenses.

Petitioner only challenged Respondent's requested fees if the Court chose to award fees as a sanction against Petitioner. As stated, *supra*, the Court finds Respondent is entitled to attorneys' fees pursuant to the Solicitation Agreement – not because the Court is sanctioning Petitioner. Accordingly, Petitioner has not opposed the reasonableness of the hourly rates or the number of hours that Respondent submitted. Nevertheless, the Court will use its own expertise and experience in evaluating the reasonableness of Respondent's requests. See Dependable Component Supply, Inc. v. Carrefour Informatique Tremblant, Inc., 572 F. App'x 796, 802 (11th Cir. 2014) ("The court is itself an expert on the question and may consider its own knowledge and experience concerning reasonable and proper fees and may form an independent judgment either with or without the aid of witnesses as to the reasonableness of the fee request.").

Respondent's request of $172,703.50 in fees is calculated as follows:

Attorneys	**Rates**	**Titles**	**Hours**	**Fees**
Simon Bloom	$465.00	Senior Partner	27.20	$12,648.00
Troy Covington	$295.00	Of Counsel	455.30	$134,313.50
Ariel Zion	$285.00	Of Counsel	6.10	$1,738.50
Lindsay Reese	$305.00	Associate	78.70	$24,003.50
Totals			**567.30**	**$172,703.50**

i. Hourly Rates

"A reasonable hourly rate is the prevailing market rate in the relevant legal community for similar services by lawyers of reasonably comparable skills, experience, and reputation." Martinez, 579 F. App'x at 713. "The applicant bears the burden of producing satisfactory evidence that his requested rate is reasonable." Id. "Testimony that a given fee is reasonable is unsatisfactory because satisfactory evidence necessarily must speak to rates actually billed and paid in similar lawsuits." Id. "'Satisfactory evidence at a minimum is more than the affidavit of the attorney performing the work . . . [and] must speak to rates actually billed and paid in similar lawsuits.'" Eason v. Bridgewater & Assocs., Inc., 108 F. Supp. 3d 1358, 1364 (N.D. Ga. 2015) (quoting Norman v. Hous. Auth. of City of Montgomery, 836 F.2d 1292, 1299 (11th Cir. 1988)). Where appropriate, the Court may also consider the following factors:

> (1) the time and labor required; (2) the novelty and difficulty of the questions; (3) the skill requisite to perform the legal service properly; (4) the preclusion of other employment by the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the "undesirability" of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases.

Maner, 602 F. App'x at 493 (citing Johnson v. Ga. Highway Express, Inc., 488 F.2d 714, 717-19 (5th Cir. 1974)).

After a careful review of all the evidence and in light of the Court's own judgment, the Court finds the submitted hourly rates are reasonable, particularly since Petitioner has raised no objection.

ii. Hours

To meet its burden of showing that the hours for which fees are sought were "reasonably expended on the litigation," counsel must submit time records showing time expenditures with sufficient particularity so that the Court can assess the time claimed for each activity. See Maner v. Linkan LLC, 602 F. App'x 489, 491 (11th Cir. 2015). In assessing the hours, the Court "should exclude any excessive, redundant or otherwise unnecessary hours," and the Court has discretion to exclude work performed on unrelated actions. Id. (quotation omitted). To determine the number of hours reasonably expended in the litigation, the Court must exclude hours "that would be unreasonable to bill to a client and therefore to one's adversary irrespective of the skill, reputation or experience of counsel." Martinez, 579 F. App'x at 714.

As noted above, Petitioner makes no specific arguments against the number of hours Respondent submitted to the Court. Accordingly, after a careful review of all the evidence and in light of the Court's own judgment, the Court finds the hours submitted are reasonable, particularly since Petitioner has raised no objection.

iii. Costs

Respondent seeks expenses for computerized legal research – here Westlaw – in the amount of $3,092.05. Petitioner did not specifically respond to Respondent's request. Nevertheless, the Court will not award Respondent fees for this computerized legal research because the trend in this Court is not to allow such fees. See DeKalb Med. Ctr., Inc. v. Specialties & Paper Prod. Union No. 527 Health & Welfare Fund, No. 1:13-CV-343-TWT, 2015 WL 4231774, at *4 (N.D. Ga. July 13, 2015) (disallowing costs for electronic research because these are considered overhead expenses and therefore counsel must absorb these costs); Carpenters Health & Welfare Fund v. Coca-Cola Co., 587 F. Supp. 2d 1266, 1272 (N.D. Ga. 2008) ("This Court is of the opinion that charging separately for use of a research service is akin to charging for the use of a case law reporter. That is, the research service is a tool, much like a computer or a pen, and this Court considers the use of such a service part of a firm's overhead."); Hantz v. Belyew, No. 1:05-CV-1012-JOF, 2006 WL 3266508, at *5 (N.D. Ga. Nov. 8, 2006); Corsair Asset Mgmt., Inc. v. Moskovitz, 142 F.R.D. 347, 353 (N.D. Ga. 1992); cf. Rau v. Apple-Rio Mgmt. Co., No. CIV.A.1:97-CV-02345-GGB, 2000 WL 35591645, at *7 (N.D. Ga. Mar. 29, 2000) (allowing computerized legal research fees where billing invoices showed details and counsel's affidavit stated that the charges for computerized legal research were regularly charged to clients in the Atlanta area).

Therefore, the Court denies Respondent's request for legal research expenses totaling $3,092.05. Accordingly, the Court grants in part and denies in part Respondent's Renewed Motion for Attorney's Fees [Doc. 83].

B. Appeal

As stated, *supra*, Respondent moved in the Eleventh Circuit to award it attorneys' fees and expenses incurred during the appeal pursuant to Eleventh Circuit Rule 39-2. Subsequently, the Eleventh Circuit transferred Respondent's motion and the related filings to this Court for consideration of the Respondent's entitlement to the requested fees and the reasonableness of the fees. [Doc. 80]. Respondent requests $88,929.50 in attorneys' fees and $2,199.18 in expenses, totaling $91,128.68.

Eleventh Circuit Rule 39-2(b) provides that

> an application for attorney's fees to this Court requires: (1) a memorandum showing that the party seeking fees is legally entitled to them; (2) a summary of work performed supported by contemporaneous time records recording all work for which a fee is claimed; and (3) an affidavit attesting to the truthfulness of the information contained in the application and demonstrating the basis for the hourly rate requested.

Freeman v. Rice, 548 F. App'x 594, 596 (11th Cir. 2013) (citing 11th Cir. R. 39-2(b)).

1. Respondent's Entitlement to Attorneys' Fees and Costs

Petitioner only challenges that Respondent has failed to show that it is entitled to the attorneys' fees incurred during the appeal. Specifically, Petitioner argues that

Rule 39-2(a) only allows fees proscribed by statute and not fees proscribed by contractual agreement. See 11th Cir. R. 39-2(a) ("For purposes of this rule, the term 'attorney's fees,' includes fees and expenses authorized by statute, but excludes damages and costs sought pursuant to FRAP 38, costs taxed pursuant to FRAP 39, and sanctions sought pursuant to 11th Cir. R. 27-4."). The Court disagrees with Petitioner's overly broad reading of Rule 39-2.

While the Court is cognizant that Rule 39-2 may not explicitly state it includes fees and expenses authorized by contractual agreements, it does not explicitly exclude contractual agreements for attorneys' fees. However, it is explicitly clear that "[t]he general rule in our legal system is that each party must pay its own attorney fees and expenses" *absent statutory authorization or contractual agreement* between the parties. Perdue, 559 U.S. at 550 (emphasis added); see also Alyeska Pipeline Serv. Co. v. Wilderness Soc'y, 421 U.S. 240, 257 (1975) ("Other recent cases have also reaffirmed the general rule that, absent statute or enforceable contract, litigants pay their own attorneys' fees."). Accordingly, the Court may look to the Solicitation Agreement to determine if Respondent is entitled to appellate attorneys' fees and expenses. See Freeman, 548 F. App'x at 598 (affirming district court's approval of the defendant's transferred motion for appellate attorneys' fees based on a lease agreement between the parties).

As the Court discussed in detail *supra*, the Indemnification provision of the parties' Solicitation Agreement authorizes Respondent's attorneys' fees as Petitioner's challenge of the arbitration award in the Eleventh Circuit arises from, relates to, and otherwise is connected with Petitioner's violation of New York law by defaming Respondent. Accordingly, Respondent is entitled to its requested appellate attorneys' fees and expenses.

2. *Reasonableness of Fees*

The Court now turns to the reasonableness of the appellate fees and expenses Respondent requested. Again, Petitioner only argues that Respondent's motion and supporting documentation are insufficient if the Court awards attorneys' fees as a sanction against Petitioner, and yet, does not directly oppose the reasonableness of hourly rates or the hours submitted. Accordingly, the Court will use its own expertise and experience in evaluating the reasonableness of Respondent's requests. See Dependable Component Supply, Inc., 572 F. App'x at 802.

i. Reasonable Hourly Rate

Respondent's request of $88,929.50 in fees is calculated as follows:

Attorneys	Titles	Rates	Hours	Fees
Simon Bloom	Senior Partner	$465.00 (pre-1/1/17)	1.20	$558.00
		$535.00 (post-1/1/17)	24.30	$13,000.50
Troy Covington[7]	Of Counsel	$295.00 (pre-1/1/17)	33.80	$9,971.00
		$375.00 (post-1/1/17)	152.40	$57,150.00
Ariel Zion	Of Counsel	$375.00	15.20	$5,700.00
Ryan Pumpian	Of Counsel	$425.00	6.00	$2,550.00
Totals			**232.9**	**$88,929.50**

After a careful review of all the evidence and in light of the Court's own judgment, the Court finds the submitted hourly rates are reasonable, particularly since Petitioner has raised no objection and Respondent's supporting documentation is in compliance with Rule 39-2(b).

ii. Reasonable Hours

As noted above, Petitioner makes no specific arguments against the number of hours Respondent submitted to the Court. Accordingly, after a careful review of all the evidence and in light of the Court's own judgment, the Court finds the hours

[7] Respondent requested 32.6 hours at the $295.00 rate; however, it submitted 33.8 hours of billing records at this rate. Additionally, Respondent requested 153.6 hours at the $375.00 rate; however, it submitted 152.4 hours of billing records at this rate. Accordingly, the fees for each rate reflect the total based on the billing records submitted and not the amount Respondent including in its motion; however, the total requested fees calculate to the same amount - $88,929.50.

submitted are reasonable, particularly since Petitioner has raised no objection and Respondent's supporting documentation is in compliance with Rule 39-2(b).

iii. Costs

Respondent seeks $2,199.18 in expenses for legal research and fees related to filing paper copies of briefs and a supplemental appendix. Again, Petitioner did not specifically challenge this request. However, as stated *supra*, the Court will not allow Respondent's expenses related to legal research. Nevertheless, the Court has reviewed the filing fee expenses submitted by Respondent and find them to be reasonable. Therefore, the Court will award Respondent expenses in the amount of $303.76 for fees related to filing paper documents. Accordingly, the Court grants in part and denies in part Respondent's Motion for Attorney's Fees [Doc. 81], transferred to this Court by the Eleventh Circuit Court of Appeals [Doc. 80].

III. Calculations

Respondent submitted 567.30 hours for attorneys' fees in the amount of $172,703.50 for the District Court Proceeding. The Court finds that 567.30 hours, multiplied by the hourly rates, for a total of $172,703.50 in attorneys' fees is reasonable. As for expenses, the Court denies Respondent's request for $3,092.05 in legal research expenses for the District Court Proceeding.

Respondent submitted 232.9 hours for attorneys' fees in the amount of $88,929.50 for the Appeal. The Court finds that 232.9 hours, multiplied by the hourly

rates, for a total of $88,929.50 in attorneys' fees is reasonable. As for expenses, the Court denies Respondent's request for legal research expenses but grants Respondent's request for $303.76 for filing expenses incurred in the Appeal.

In sum, the District Court Proceeding attorneys' fees, $172,703.50, plus the Appeal attorneys' fees and expenses, $89,233.26, total $261,936.76 to be awarded to Respondent's counsel.

IV. Conclusion

For the foregoing reasons, the Court **GRANTS IN PART AND DENIES IN PART** Respondent's Renewed Motion for Attorney's Fees [Doc. 83] and Respondent's Motion for Attorney's Fees [Doc. 81], transferred to this Court by the Eleventh Circuit Court of Appeals [Doc. 80]. The Court **ORDERS** Petitioner to pay $261,936.76 to Respondent's counsel within thirty (30) days from the date of entry of this order. The Court **DENIES** Respondent's Consent Motion for Hearing [Doc. 94].

SO ORDERED, this 23rd day of August, 2018.

Eleanor L. Ross

Eleanor L. Ross
United States District Judge
Northern District of Georgia