UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA
Miami Division
Case Number: 15-21850-CIV-MARTINEZ-GOODMAN

BARCLAYS CAPITAL INC.,
Movant,

vs.

ILEANA D. PLATT and RAFAEL URQUIDI,
Respondents.
_______________________________________/

ORDER DENYING MOTION TO VACATE ARBITRATION IN PART AND CONFIRMING ARBITRATION AWARD

THIS CAUSE came before the Court on Barclays Capital Inc.'s ("Barclays Capital's") Motion to Vacate Arbitration Award In Part and Brief In Support [ECF No. 1] and Ileana D. Platt ("Platt") and Rafael Urquidi's ("Urquidi's") Memorandum in Opposition to Motion to Vacate and In Support of Cross-Motion to Confirm Arbitration Award [ECF No. 8]. Movant filed a Reply Brief in Support of Motion to Vacate Arbitration Award in Part [ECF No. 18]. On October 1, 2018, this Court required a status report as there had not been record activity in the case since July 2015 [ECF No. 32]. The parties subsequently submitted a joint status report, advising the Court as follows: "Currently pending before the Court are: (1) Barclays' Motion to Vacate Arbitration Award in part and (2) Respondents' Cross-Motion to Confirm Arbitration Award. Both motions have been fully briefed and ripe for the Court's review and ruling" [ECF No. 33]. The Court has considered Barclays Capital's Motion to Vacate Arbitration Award in Part [ECF No. 1], Respondents' Cross-Motion to Confirm Arbitration Award [ECF No. 8], Barclays Capital's reply thereto, the entire file and record, including the arguments made by the parties at the hearing before this Court on December 17, 2018, and is otherwise fully advised in the premises.

I. Factual Background

Respondents Platt and Urquidi are former investment brokers[1] with Movant, Barclays Capital. Respondents filed arbitration claims against Movant and sought damages under the following tort theories: (1) breach of contract, (2) unjust enrichment, (3) negligent misrepresentation, and (4) declaratory judgment [ECF No. 5-2, at 7-10]. Movant then filed a counterclaim and answer, seeking to enforce alleged promissory notes "signed and agreed to" by Respondents [ECF No. 5-3, at 2].[2] Prior to the arbitration hearing, which took place from February 2, 2015 through February 4, 2015, David G. Russel, counsel for Movant, stated that in January 2015, he spoke with Jacob Buchdahl, counsel for Respondents, who told him that Respondents "were considering engaging a Miami-based CPA, Harvey Muskat, as their damages expert, and that Mr. Muskat was affiliated with the same CPA firm as Jerrold Levine, the Chairperson of the *Platt* arbitration panel" [ECF No. 5-1 ¶ 6]. Mr. Russel then advised Mr. Buchdahl "in substance that this would be an unacceptable conflict of interest that Barclays would not consent to." *Id.* Mr. Russel further stated that Mr. Muskat was not listed as a witness in the *Platt* proceedings. *Id.* ¶ 7. There is nothing in the record that suggests Movant raised any objection at this time, or during the arbitration proceedings, to Chairperson Levine based on his purported affiliation with Mr. Muskat and his firm.

---

[1] In their demand, Respondents state that they are "investment brokers with a large number of clients residing in Latin America" [ECF No. 5-2, at 2].

[2] Respondents opposed any enforcement of the "promissory notes," characterizing the notes as "retention bonuses" in their demand for arbitration [ECF No. 5-2, at 4]. Notably, with respect to their declaratory judgment claims, Respondents alleged:

> Claimants respectfully request a declaration that any amount due under the 'loan' agreements they have with Barclays Bank PLC would be subject to equitable setoff or recoupment by Barclays and its affiliates. Barclays' unilateral termination of Claimants' business provides a sufficient basis to support an equitable setoff or recoupment . . . Claimants respectfully request that the Panel enter a declaration that they owe nothing on the Notes and that Barclays take nothing in this arbitration. *Id.* at 10.

After Mr. Buchdahl sought to retain Mr. Muskat as a damages expert,[3] Mr. Muskat called Chairperson Levine prior to the *Platt* proceedings in January 2015 [ECF No. 5-18, at 105:23-25]. At the time, Mr. Muskat stated that Chairperson Levine was retired from the firm, Pinchasik Yelen Muskat Stein, and notwithstanding appearing on the firm's website, "he's really not" a member of the firm but has been "hanging around for years" and "doesn't come to the office anymore." *Id.* at 105:2-4. Further, Chairperson Levine no longer has an office at the firm (*id.* at 105:9-11) and does not come to the firm's physical location anymore (*id.* at 105:12-13). When discussing his possible retention as an expert witness in the *Platt* proceedings, Mr. Muskat stated that Chairperson Levine said "it would certainly create a conflict." *Id.* at 105:13-14. As a result, Mr. Muskat stated that he "was unable to serve as an expert in that case." *Id.* at 105:16-17. Moreover, Mr. Muskat further testified under oath that he does not know or remember whether he told Chairperson Levine that he had taken an assignment the *Gallo, Adams* case, an arbitration proceeding in which Barclays Capital was a respondent as well. *Id.* at 106:1-8. Prior to the commencement of the *Platt* proceedings, Chairperson Levine did not make any additional disclosures (ECF No. 5-11, at 4:4-11) and the parties accepted the arbitration panel, without objection (*id.* at 9:24-25 – 10:1-2).

On February 18, 2015, a three-member panel unanimously determined that Respondents did not owe Barclays Capital anything on the promissory notes in question and denied "[a]ny and all relief not specifically addressed" in its arbitration award [ECF No. 5-5, at 3-4]. The arbitration award states as follows:

---

[3] During his testimony in the *Gallo* proceedings, the arbitration proceedings that followed this case, Mr. Muskat testified that "[t]here was another case I was asked to be an expert, where he (Levine) was actually on the panel" and "he notified the attorney that – a person who we were – was – was 'a member of our firm' for many years, was on the panel." [ECF No. 5-18, at 105:7-11].

After considering the pleadings, the testimony and evidence presented at the in-person hearing, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

(1) Claimants' requests that they owe nothing to Respondent pursuant to Claimants' signed Notes executed on November 26, 2012, are granted and all debt owed by Claimants on the Notes executed on November 26, 2012, is forgiven.

(2) Claimants are not liable and Respondent's Counterclaim is denied in its entirety, with prejudice.

(3) The parties are responsible for their respective attorneys' fees.

(4) Claimants' remaining requests for relief are denied, with prejudice.

(5) Any and all relief not specifically addressed herein, including Claimants' request for punitive damages, is denied.

[ECF No. 5-5]. Moreover, a review of the award reflects that it was executed by two out of three arbitrators on February 10, 2015 [ECF No. 5-5, at 7-8]. The chairperson of the arbitration panel signed the award on February 11, 2015, making the award unanimous. *Id.* at 6.

Movant now moves to vacate the arbitration award in part on two grounds: (1) "[t]he portion of the Award adverse to Barclays Capital should be vacated under § 10(a)(2) because there was evident partiality on the part of the Chairperson of the arbitration panel as he failed to disclose to Movant that his CPA firm[4] "had been retained and compensated approximately $60,000 to give expert testimony for two other employees" against Movant "in a virtually identical FINRA case"[5] and (2) the arbitration award "should be vacated under § 10(a)(4) because the arbitrators 'exceeded their powers' by entering an Award that is contrary to the express, unambiguous, and undisputed terms of the Notes" [ECF No. 1, at 19]. Respondents

[4] In support of Movant's contention that Chairperson Levine is part of Mr. Muskat's firm, Movant has attached a still photo of the firm's website, which lists him as a member [ECF No. 5-7].

[5] [ECF No. 1, at 2].

oppose the relief sought by Movant and also filed a cross-motion to confirm the arbitration award, arguing that there was no evident partiality and that the arbitrators did not exceed their powers [ECF No. 8].

II. Legal Standards

A. 9 U.S.C. § 10(a)(2)

Section 10(a)(2) of the Federal Arbitration Act provides, in part, that a federal district court may vacate an arbitration award "[w]here there was evident partiality or corruption in the arbitrators, or either of them." 9 U.S.C. § 10(a)(2). "This rule is meant to be applied stringently." *Univ. Commons-Urbana, Ltd. v. Univ. Constructors, Inc.*, 304 F.3d 1331, 1338 (11th Cir. 2002). The burden of proof for "showing facts which would establish partiality under 9 U.S.C. § 10(a)(2) is on the party challenging the arbitration award." *Boll v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, No. 04-80031, 2004 WL 5589731, at *5 (S.D. Fla. June 28, 2004). "'Evident partiality' exists 'where a reasonable person would have to conclude that an arbitrator was partial to one party to the arbitration.'" *Id.* Accordingly, "an arbitration award may be vacated due to 'evident partiality' of an arbitrator only when either (1) an actual conflict exists, or (2) the arbitrator knows of, but fails to disclose, information which would lead a reasonable person to believe that a potential conflict exists." *Univ. Commons-Urbana, Ltd.*, 304 F.3d at 1339 (citing *Gianelli Money Purchase Plan & Trust v. ADM Investor Servs., Inc.*, 146 F.3d 1309, 1312 (11th Cir. 1998)). The partiality in question "must be 'direct, definitive and capable of demonstration rather than remote, uncertain and speculative.'" *Lifecare Intern., Inc. v. CD Medical, Inc.*, 68 F.3d 429, 433 (11th Cir. 1995). As a result, "the mere appearance of bias or partiality is not enough to set aside an arbitration award." *Id.* "The arbitrator must actually know of the potential

conflict—failure to investigate for potential conflicts is insufficient to show evident partiality." *Mendel v. Morgan Keegan & Co., Inc.*, 654 F. App'x 1001, 1003 (11th Cir. 2016).

B. 9 U.S.C. § 10(a)(4)

Under Section 10(a)(4) provides that an arbitration award may be vacated "where the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made." 9 U.S.C. § 10(a)(4). As Sections 10 and 11 "are the exclusive means for upsetting an arbitration award, a panel's incorrect legal conclusion is not ground for vacating or modifying the award." *White Springs Agric. Chems., Inc. v. Glawson*, 660 F.3d 1277, 1280 (11th Cir. 2011).

III. Discussion

A. There was No Evident Partiality on the part of the Panel's Chairperson

As previously stated, in order to prove evident partiality, Movant must show: (1) an actual conflict exists, or (2) the arbitrator knows of, but fails to disclose, information which would lead a reasonable person to believe that a potential conflict exists." *Univ. Commons-Urbana, Ltd.*, 304 F.3d at 1339. Based on the record in this action, this Court finds that Movant has failed to show that an actual conflicted existed or that the arbitrator knew of, and failed to disclose, information which would leave a reasonable person to believe that a potential conflict existed. Specifically, the sworn testimony of Mr. Muskat during the *Gallo* proceedings is dispositive of this issue. During his testimony, Mr. Muskat testified under oath that the Chairperson Levine was "retired" from Mr. Muskat's firm [ECF No. 5-18, at 105:23-24]. When questioned as to why he still appears on the firm's website as a member, Mr. Muskat answered, "[b]ut, he's really not. He's been – he's been hanging around for years. But, now he doesn't even come to the office any more." *Id.* at 105:2-4. Moreover, Mr. Muskat added that he "notified the

attorney that – a person who we were – was – was 'a member of our firm' for many years, was on the panel." *Id.* at 105:7-11. This sworn testimony, which is uncontroverted, establishes that Chairperson Levine was not a member of Mr. Muskat's firm. Nevertheless, notwithstanding the foregoing, Mr. Muskat's retention as a witness in the *Platt* proceedings would have certainly created a conflict, as aptly noted by Chairperson Levine. *Id.* at 105:13-14. However, Mr. Muskat was never retained as a witness in this matter. After his conversation with Chairperson Levine, Mr. Muskat stated he "was unable to serve as an expert" in the case. *Id.* 105:16-17. Furthermore, this Court finds that Movant has failed to show that Chairperson Levine knew, and failed to disclose, that Mr. Muskat was "retained and compensated $60,000 to assist and testify on behalf of two claimants adverse to Barclays in a 'mirror image' FINRA arbitration" [ECF No. 1¶ 34]. The only record evidence before this Court on that issue is Mr. Muskat's sworn testimony, where he stated that he did not know or remember whether he discussed with Chairperson Levine that he would be taking an assignment (or be retained) for the *Gallo* proceedings [ECF No. 5-18, at 106:1-8]. The Court finds that this alleged partiality is "remote, uncertain and speculative." *Lifecare Intern., Inc.*, 68 F.3d at 433. Hence, for the foregoing reasons, this Court finds that Movant has failed to show evident partiality on the part of Chairperson Levine and that vacatur of the arbitration panel's unanimous award is not appropriate under 9 U.S.C. § 10(a)(2).

B. The Arbitration Panel Did Not "Exceed their Powers"

Next, Movant argues that the arbitration panel "exceeded their powers" when forgiving the debt owed by Respondents pursuant to the promissory notes and seek vacatur of the award in part under 9 U.S.C. § 10(a)(4). In *White Springs Agricultural Chemicals, Inc. v. Glawson*, the movant there appealed the final arbitration award that granted the respondent's, Glawson Investment Corp.'s, attorneys' fees, expert fees, and prejudgment interest. 660 F.3d at 1278.

When considering whether the panel's award of attorneys' fees "exceeded the powers of the arbitration panel," the *Glawson* court looked to the parties' arbitration clause to see if the arbitrator "stray[ed] from interpretation and application of the agreement and effectively dispenses[ed] his own brand of industrial justice," thereby possibly making his decision "unenforceable." *Id.* at 1281 (citing *Stolt-Nielsen S.A. v. AnimalFeeds Int'l Corp.*, 559 U.S. 662, 671 (2010)). The court determined that the arbitration clause in fact provided for a party's ability to seek attorneys' fees and held that the movant could not "overcome the 'high hurdle' necessary for vacating an arbitration award when there is a plain basis for the panel's award in the parties' agreement.'" *Id.* Moreover, when addressing movant's arguments that the arbitration panel misinterpreted Florida law when awarding attorneys' fees, the court found that the Federal Arbitration Act did not "empower" them to review "allegations of legal error." *Id.* Similarly, the court also declined movant's arguments as to the legality of the award of expert fees and prejudgment interest, holding that it could not "review the panel's award for underlying legal error." *Id.* at 1282-83 ("Even though White Springs presents its argument in terms of the FAA, it asks us to do what we may not—look to the legal merits of the underlying award."). As a result, the court found no basis for vacating the arbitration award.

The Eleventh Circuit's decision in *Glawson* controls here, and is binding on this Court. Like in *Glawson*, Movant seeks to vacate an arbitration award because the arbitrators exceeded their powers in forgiving the debts owed by Respondents and that such forgiveness was contrary to law.[6] Here, Respondents and Movant agreed to arbitrate their claims [ECF No. 10-6, at 5 &

[6] Specifically, in its Motion to Vacate Award in Part, Movant argues that "[t]o the extent that the Award 'forgives' the Notes and denies Barclays' Counterclaim on the Notes, the Award should be vacated under § 10(a)(4) because the arbitrators 'exceeded their powers' by entering an Award that is contrary to the express, unambiguous, and undisputed terms of the Notes. The arbitration panel did not even arguably interpret the Notes, and the Award has no basis in any applicable rules, decisions, or body of law" [ECF No. 1 ¶ 36].

ECF No. 10-7, at 5]. After a three-day arbitration hearing, where the arbitration panel considered pleadings, heard testimony, and reviewed evidence, on February 18, 2015, the panel issued its award [ECF No. 5-5]. Movant's basis for vacatur, while made pursuant 9 U.S.C. § 10(a)(4), asks this Court to do exactly what it is not permitted to do—"look to the legal merits of the underlying award." *Glawson*, 660 F.3d at 1283. Specifically, in arguing that the arbitration panel exceeded its powers in forgiving the debt owed by Respondents, Movant argues that there is no basis in the promissory notes, applicable rule or decision derived from the FAA, or any body of law that "authorizes the Notes to be 'forgiven'" [ECF No. 1 ¶¶ 43-44]. As this Court finds that the issues related to whether Respondents owed anything under the promissory notes was properly before the arbitration panel, this Court declines to review the legality of the panel's award.

The Supreme Court's decision in *Stolt-Nielsen S.A.*, cited by Movant, is distinguishable. There, the parties to that action argued whether the arbitration clause permitted class arbitration. *Stolt-Nielsen S.A.*, 559 U.S. at 672. Accordingly, the Supreme Court only reviewed the threshold issue of whether the arbitration panel correctly decided that class arbitration was permitted in that case and ultimately found that the panel erred in its decision, reasoning that it "simply imposed its own conception of sound policy." *Id.* at 675. *Stolt-Nielsen S.A.* only stands for the proposition that courts can review an arbitration panel's decision to permit class arbitration of claims where the parties had reached no such agreement on the issue. *Id.* at 684. Hence, this Court declines to apply *Stolt-Nielsen S.A.* as a basis to review the legality of the arbitration panel's award, where the parties voluntarily agreed to arbitrate their respective claims before the panel in question. Such a decision conforms to the Supreme Court's decision in *Hall Street Associates, L.C.C. v. Mattel, Inc.,* which held that "§§ 10 and 11 provide exclusive regimes for the review provided by statute" as "[a]ny other reading opens the door to the full-bore legal and

evidentiary appeals that can 'rende[r] informal arbitration merely a prelude to a more cumbersome and time-consuming judicial review process." 552 U.S. 576, 588-90 (2008).[7]

Movant's reliance on *Sutter* is also misplaced for the same reason. *Oxford Health Plans LLC v. Sutter*, 569 U.S. 564, 569 (2013). *Sutter*, like *Stolt-Nielsen S.A.*, is distinguishable because, once more, the Supreme Court was presented with the narrow issue of whether an arbitrator erred in finding that "the parties' contract provided for class arbitration." *Sutter*, 569 U.S. at 565-66. This Court reads *Sutter* to permit a district court to review whether an arbitrator, at a minimum, construed the parties' contract to permit class arbitration under 9 U.S.C. §10(a)(4) and not as a basis to review the legal soundness of an arbitration award. Doing so would open the proverbial flood gates, because, as noted once more by the Supreme Court in *Sutter*, "[i]f the parties could take 'full-bore legal and evidentiary appeals,' arbitration would become 'merely a prelude to a more cumbersome and time-consuming judicial review process.'" *Id.* at 569 (citing *Hall Street*, 552 U.S. at 588).

Movant also cites *Wiand* for the proposition that an arbitrator must enforce clear, controlling contractual terms and not enter "an award that simply reflects his own notions of economic justice." *Wiand v. Schneiderman*, 778 F.3d 917, 926 (11th Cir. 2015). *Wiand* cites *Sutter* for this proposition, which, for the reasons already stated, is distinguishable from the facts of this case. Moreover, the Eleventh Circuit in *Wiand* stated that "[w]hen reviewing an arbitration award, on the other hand, we may neither revisit the legal merits of the award nor the factual determinations upon which it relies." *Wiand*, 778 F.3d at 926.

---

[7] The Eleventh Circuit has previously held that "judicially-created bases for vacatur," such as manifest disregard of the law, "are no longer valid in light of *Hall Street*." *Frazier v. CitiFinancial Corp., LLC*, 604 F.3d 1313, 1324 (11th Cir. 2010).

Lastly, *Wiregrass Metal Trades Council AFL-CIO v. Shaw* supports the conclusion reached by this Court. 837 F.3d 1083 (11th Cir. 2016).[8] In that case, which involved a government contractor's alleged unlawful termination of a union worker for possessing government property without authorization, the district court compelled arbitration pursuant to the union's motion and the parties' collective bargaining agreement. *Id.* at 1086. After an arbitration hearing, the arbitrator issued a written decision, which included a finding that the union worker did not violate the employer's policy because the employee "did not know the property he possessed was government-owned." *Id.* Unsurprisingly, the government contractor moved to vacate the award, alleging that the arbitrator exceeded her power by "improperly modifying the collective bargaining agreement instead of interpreting it" when she added a *mens rea* or knowledge requirement to the policy in question. *Id.* at 1086-87. The district court agreed and vacated the arbitration award. *Id.* at 1087.

On appeal, the *Shaw* court reversed the district court's vacatur of the award, finding that the arbitrator's award "rested on an interpretation and not a modification of an agreement." *Id.* at 1093. In reaching its decision, the court followed two guiding principles, reviewing courts "must defer entirely to the arbitrator's interpretation of the underlying contract no matter how wrong we think that interpretation is" and "an arbitrator 'may not ignore the plain language of the contract.'" *Id.* at 1088. However, the court aptly noted the obstacles presented to a district court when reviewing an arbitrator's interpretation of a contract, or lack thereof, where an arbitrator "did not expressly 'premise his award on his construction of the contract." *Shaw*, 837 F.3d at 1091. Ultimately, the court reasoned that the ambiguities presented by the arbitrator's award

[8] The Court has reviewed and considered the cases cited by Movant in its Notice of Supplemental Authority [ECF No. 36].

ended the court's inquiry, requiring a finding that the award be upheld. *Id.* 1093. Throughout its opinion, the court emphasized the need to "keep the promise of arbitration" by "discourage[ing] parties from trying to snatch court victories from the jaws of arbitration defeats." *Id.* at 1093.

Here, unlike *Shaw*, this case does not involve a singular issue, the interpretation (or lack thereof) of a collective bargaining agreement or contract. Movant argues that the arbitration panel exceeded their powers by not following the "plain language" of the promissory notes in question. However, such a position ignores the rest of the evidentiary record, legal arguments, and issues before the arbitration panel that decided this case, which involved far more than an interpretation of the promissory notes. In the arbitration award, the panel outlined the relief requested as follows:

> In the Statement of Claim, Claimants requested compensatory damages of at least $9,000,000.00, punitive damages, interest, costs, fees, expenses, FINRA hearing session fees, attorneys' fees, a declaratory judgment that any amount due under their 'loan' agreements would be subject to equitable set-off and that they would owe nothing under the Notes, and such other and further relief as this Panel deemed appropriate.
>
> In its Statement of Answer and Counterclaim, Respondent BCI requested compensatory damages from Claimant Platt in the amount of $2,565,140.00 for the Note executed on November 26, 2012, interest, fees, costs, attorneys' fees, hearing session fees and any collection fees.
>
> In their Answer to the Counterclaim, Claimants requested that the Counterclaim be rejected.

[ECF No. 5-5, at 3]. Accordingly, this Court will not take a position that reviews an interpretation of the promissory notes in isolation to the other evidence, issues, and arguments presented.[9] Moreover, the Court is faced with another obstacle, namely, the arbitration panel here "did not expressly 'premise'" the award in this case on a "construction" of the promissory notes.

[9] *See supra*, at note 2.

Shaw, 837 F.3d at 1091. In fact, the arbitrator's written decision does not contain any information beyond denying the parties' other requests, finding that each party is responsible for their own attorneys' fees, and forgiving the debt owed by Respondents on the notes [ECF No. 5-5, at 4]. This Court finds that the arbitrators did not exceed their powers under 9 U.S.C. § 10(a)(4) and follows the Eleventh Circuit's mandate in *Shaw*, which dictates that "[i]f arbitration is to be a meaningful alternative to litigation, the parties must be able to trust that the arbitrator's decision will be honored sooner instead of later." *Shaw*, 837 F.3d at 1092. Thus, for the foregoing reasons, the Court denies Movant's motion to vacate the arbitration award in part in this case, and, by doing so, keeps the promise of arbitration.[10]

IV. Conclusion

Accordingly, after careful consideration it is

ORDERED and ADJUDGED that

1. Barclays Capital's Motion to Vacate Arbitration Award In Part and Brief In Support [ECF No. 1] is **DENIED.**
2. Respondents Platt and Urquidi's Memorandum in Opposition to Motion to Vacate and In Support of Cross-Motion to Confirm Arbitration Award [ECF No. 8] is **GRANTED.**
3. The Court hereby **CONFIRMS** the Arbitration Award [ECF No. 5-5], served on February 18, 2015.

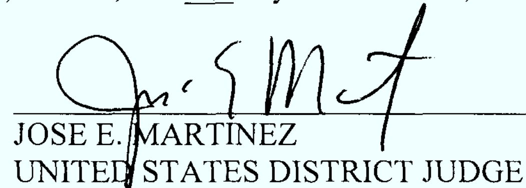
[10] In *Shaw*, the Court noted the "promise of arbitration" as follows: "When a party who loses an arbitration award assumes a never-say-die attitude and drags the dispute through the court system . . . , the promise of arbitration is broken. Arbitration's allure is dependent upon the arbitrator being the last decision maker in all but the most unusual cases. The more cases there are, like this one, in which the arbitrator is only the first stop along the way, the less arbitration there will be. If arbitration is to be a meaningful alternative to litigation, the parties must be able to trust that the arbitrator's decision will be honored sooner instead of later. *Shaw*, 837 F.3d at 1092.

4. The Court will enter a separate Final Judgment confirming the Arbitration Award in Respondents' favor and against Movant pursuant to Federal Rule of Civil Procedure 58(a).

5. The Court retains jurisdiction for purposes of enforcing the Judgment Confirming the Arbitration Award, including without limitation, all post-judgment orders as may be necessary and proper to execute the final judgment.

6. This case is **CLOSED** and all pending motions are **DENIED as MOOT.**

DONE AND ORDERED in Chambers at Miami, Florida, this 21 day of December, 2018.



JOSE E. MARTINEZ
UNITED STATES DISTRICT JUDGE

Copies provided to:
Magistrate Judge Goodman
All Counsel of Record