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United States District Court,
N.D. Georgia, Atlanta Division.

AEGIS ELECTRIC &
GAS INTERNATIONAL
SERVICES LIMITED, Plaintiff,
v.
ECI MANAGEMENT
LLC, et al., Defendants.

CIVIL ACTION NO.
1:17-CV-3657-LMM
|
Signed January 5, 2022

Attorneys and Law Firms

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ORDER

Leigh Martin May, United States District Judge

***1** This case comes before the Court on Plaintiff AEGIS Electric & Gas International Services Limited's ("AEGIS") Motion for Partial Summary Judgment [97] and Defendant ECI Management LLC's ("ECI") Motion for Summary Judgment [98]. After due consideration, and with the benefit of a hearing and supplemental briefing, the Court enters the following Order.

I. BACKGROUND

This case arises out of an insurance coverage dispute. On March 9, 2017, Defendant ECI submitted a claim to Plaintiff AEGIS, its insurer, under Defendant's Real Estate Services Professional Liability Insurance Policy No. 0000-00207493A ("the Policy"). Dkt. No. [103-1] ¶ 1. Defendant's claim concerned a lawsuit ("the underlying lawsuit") that was filed against Defendant in the State Court of Dekalb County. Id. ¶ 7. The underlying lawsuit was a putative class action wherein it was alleged that ECI, among others, violated the Georgia security deposit statute, O.C.G.A. § 44-7-30 *et seq.*, when it withheld tenants' security deposits in part or in full. See Dkt. No. [52-2]; see also Dkt. Nos. [103-1] ¶¶ 8–9; [105] ¶¶ 3–4.

On September 20, 2017, Plaintiff filed this action and sought a declaratory judgment that it owed neither a duty to defend nor indemnify Defendant with

respect to the underlying lawsuit. Dkt. No. [1]. Defendant ECI then asserted a counterclaim for breach of contract and sought a declaratory judgment that coverage was owed under the Policy. Dkt. No. [24]. On February 25, 2019, the Court granted summary judgment in Plaintiff's favor, finding that Plaintiff did not have a duty to defend Defendant in the underlying lawsuit and therefore also had no duty to indemnify Defendant for any damages resulting from it. Dkt. No. [67].

Defendant appealed, and the Eleventh Circuit reversed the Court's decision, explaining that Plaintiff owed Defendant a duty to defend because the underlying lawsuit sought attorney's fees under O.C.G.A. § 44-7-35(c) and "any award of attorney's fees under O.C.G.A. § 44-7-35(c) would constitute a potential 'Loss' under the Policy...." AEGIS Electric & Gas Int'l Servs. Ltd. v. ECI Mgmt. LLC, 967 F.3d 1216, 1227 (11th Cir. 2020). The Eleventh Circuit remanded the case to this Court for additional proceedings but expressly declined to answer the "independent question of whether AEGIS must ultimately indemnify ECI for any particular liability it might incur as a result of the ongoing lawsuit against it." Id. at 1228.

On November 27, 2019, and prior to the Eleventh Circuit's ruling, Defendant ECI reached a settlement agreement in the underlying lawsuit, the final version of which ("the Settlement Agreement") was not executed until August 3, 2020, four days after the Eleventh Circuit handed down its decision. [1] See Dkt. No. [105] ¶¶ 14–15. On May 21, 2021, the State Court of Dekalb County granted final approval of the Settlement Agreement. Dkt. No. [97-4]. The Settlement Agreement made $2,400,000 available to the class in the underlying lawsuit, of which $600,000 was awarded as attorney's fees to class counsel ("the Class Counsel Fees"). Id. ¶ 9; see also Dkt. No. [97-3] at 4, 6.

1 The Eleventh Circuit issued its opinion in this case on July 30, 2020, and the mandate was issued on September 21, 2020. Dkt. Nos. [76, 77].

***2** Following Defendant's settlement of the underlying lawsuit and the Eleventh Circuit's decision on appeal, the parties have again moved for summary judgment. The issue now before the Court—and the one that is disputed in the parties' cross-motions for summary judgment—is whether Plaintiff has a duty to indemnify Defendant for any of the amounts owed under the Settlement Agreement.

II. LEGAL STANDARD

Federal Rule of Civil Procedure 56 provides that "[t]he court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a).

A factual dispute is genuine if the evidence would allow a reasonable jury to

find for the nonmoving party. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986). A fact is "material" if it is "a legal element of the claim under the applicable substantive law which might affect the outcome of the case." Allen v. Tyson Foods, Inc., 121 F.3d 642, 646 (11th Cir. 1997).

The moving party bears the initial burden of showing the Court, by reference to materials in the record, that there is no genuine dispute as to any material fact that should be decided at trial. Hickson Corp. v. N. Crossarm Co., 357 F.3d 1256, 1260 (11th Cir. 2004) (citing Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986)). The moving party's burden is discharged merely by " 'showing'—that is, pointing out to the district court—that there is an absence of evidence to support [an essential element of] the nonmoving party's case." Celotex Corp., 477 U.S. at 325. In determining whether the moving party has met this burden, the district court must view the evidence and all factual inferences in the light most favorable to the party opposing the motion. Johnson v. Clifton, 74 F.3d 1087, 1090 (11th Cir. 1996).

Once the moving party has adequately supported its motion, the non-movant then has the burden of showing that summary judgment is improper by coming forward with specific facts showing a genuine dispute. Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 587 (1986). There is no "genuine [dispute] for trial" when the record as a whole could not lead a rational trier of fact to find for the nonmoving party. Id. (citations omitted). All reasonable doubts, however, are resolved in favor of the non-movant. Fitzpatrick v. City of Atlanta, 2 F.3d 1112, 1115 (11th Cir. 1993).

The same standard of review applies to cross-motions for summary judgment, but the Court must determine whether either of the parties deserves judgment as a matter of law on the undisputed facts. S. Pilot Ins. Co. v. CECS, Inc., 52 F. Supp. 3d 1240, 1242–43 (N.D. Ga. 2014) (citing Am. Bankers Ins. Grp. v. United States, 408 F.3d 1328, 1331 (11th Cir. 2005)). Each motion must be considered "on its own merits, [with] all reasonable inferences [resolved] against the party whose motion is under consideration." Id. at 1243.

III. DISCUSSION

The parties seek a declaration concerning Plaintiff's duty to indemnify Defendant for amounts Defendant is obligated to pay under the Settlement Agreement in the underlying lawsuit. "Under Georgia law, the duty to defend and duty to indemnify are 'separate and independent obligations.' " AEGIS, 967 F.3d at 1228 (quoting Nationwide Mut. Fire Ins. Co. v. Somers, 591 S.E.2d 430, 433 (Ga. Ct. App. 2003)). "An insurer's duty to defend is broader than its duty to indemnify." Id. at 1227–28 (quoting Shafe v. Am. States Ins. Co., 653 S.E.2d 870, 873 (Ga. Ct. App. 2007)). Whereas an insurer's duty to defend is determined by looking at the complaint and considering

whether a covered claim is asserted, see Nationwide, 591 S.E.2d at 433, the duty to indemnify depends upon whether the true facts constitute covered losses. See Elan Pharm. Research Corp. v. Employers Ins. of Wausau, 144 F.3d 1372, 1375 (11th Cir. 1998) (noting that "an insurer need not indemnify an insured for a liability the insured incurs outside the terms of the insurance contract").

***3** The fundamental point of dispute between the parties is whether the Policy provides coverage for any of the amounts Defendant must pay under the Settlement Agreement—but especially the $600,000 of Class Counsel Fees. In pertinent part, the Policy provides coverage for "Loss" that the insured (Defendant) is obligated to pay:

> The Insurers will pay on behalf of the **Insured** all sums in excess of the Deductible amount ... which the **Insured** shall become legally obligated to pay as **Loss** ... resulting from **Claims** first made against the **Insured** during the **Policy Period** as a result of a **Wrongful Act** by the **Insured**....

Dkt. No. [1-1] at 6. The Policy defines "Loss" to mean "a compensatory monetary amount for which the Insured may be held legally liable, including judgments (inclusive of any pre-judgment or post-judgment interest), awards, or settlements negotiated with the prior approval of the Insurers[.]" Id. at 10.[2] However, the definition of "Loss" includes several exclusionary carve-outs that, if applicable, render any such "compensatory monetary amount" uncovered under the Policy. Id. Relevant here, one such exclusion is the "return of sums" carve-out, which excludes from "Loss" "any disgorgement, return, withdrawal, restitution or reduction of any sums which are or were in the possession or control of any **Insured**, or any amounts credited to any **Insured's** account[.]" Id.[3]

2 There appears to be no dispute that the definition of "Loss" includes settlements and the monetary amounts owed thereunder, though Plaintiff emphasizes—correctly—that settlements are still subject to the exclusionary carve-outs included in the definition of "Loss." Dkt. No. [104] at 13. Nevertheless, Plaintiff concedes that it did not assert the consent-to-settle provision as a defense because it had already denied Defendant's claim and has consistently maintained that it has no duty to indemnify Defendant for any losses stemming from the underlying lawsuit. Id. at 21 n.6. Accordingly, Plaintiff does not argue or assert that coverage

is barred because Defendant failed to seek Plaintiff's consent in reaching the Settlement Agreement in the underlying lawsuit.

3 Both this Court and the Eleventh Circuit recognized that, if Defendant was ultimately obligated to transfer withheld security deposits back to the class members under O.C.G.A. § 44-7-35(c), such payments would fall under the Policy's "return of sums" carve-out and therefore be excluded from coverage. See AEGIS, 967 F.3d at 1226; see also Dkt. No. [67] at 9.

Defendant's contention is that the amounts it is obligated to pay under the Settlement Agreement constitute covered "Loss" under the Policy. To this end, Defendant makes two general arguments: (1) the Eleventh Circuit already determined that the Class Counsel Fees are a "Loss," and Plaintiff is therefore required to indemnify Defendant for these fees pursuant to the mandate rule and law of the case; and (2) based on the terms of the Policy, Defendant is entitled to indemnification for all the amounts it owes under the Settlement Agreement, including the Class Counsel Fees. See Dkt. No. [98-1]. For its part, Plaintiff maintains that it is not obligated to indemnify Defendant for any amounts under the Settlement Agreement, including the Class Counsel Fees, according to the Policy's "return of sums" carve-out. See Dkt. Nos. [97-1, 104]. The Court addresses these arguments below.

1. Whether the Eleventh Circuit already determined that the Class Counsel Fees are a "Loss" under the Policy

***4** Defendant's first argument is that the Eleventh Circuit has already determined that an award of attorney's fees would constitute a potential "Loss" under the Policy and that, pursuant to the mandate rule and law of the case, Plaintiff must therefore indemnify Defendant for the Class Counsel Fees awarded in the Settlement Agreement. Dkt. No. [98-1] at 12–14. Plaintiff disagrees, arguing that the mandate rule does not apply to this issue because the Eleventh Circuit limited its holding to whether Plaintiff had a duty to defend. Dkt. No. [104] at 6–11.

The Court agrees with Plaintiff. As noted above, "[u]nder Georgia law, the duty to defend and duty to indemnify are separate and independent obligations." AEGIS, 967 F.3d at 1228 (quotation marks and citation omitted); see also Travelers Indem. Co. of Conn. v. Peachstate Auto Ins. Agency, Inc., 357 F. Supp. 3d 1259, 1264 (N.D. Ga. 2019) (applying Georgia law and noting that the duty to defend and the duty to indemnify "should generally be analyzed separately"). Here, the Eleventh Circuit held that Plaintiff had a duty to defend the underlying lawsuit because some of the relief requested in the suit—namely an award of attorney's

fees under O.C.G.A. § 44-7-35(c)—constituted a potential "Loss" under the Policy. AEGIS, 967 F.3d at 1227. However, the Eleventh Circuit expressly declined to reach the separate issue of whether Plaintiff would ultimately be obligated to indemnify Defendant for any liabilities resulting from the underlying lawsuit:

> We conclude that any award of attorney's fees under O.C.G.A. § 44-7-35(c) would constitute a potential 'Loss' under the Policy, and AEGIS therefore maintains its duty to defend ECI.... We decline to offer any opinion as to whether AEGIS, in addition to its duty to defend, has any duty to indemnify ECI.... We therefore leave for a later date the independent question of whether AEGIS must ultimately indemnify ECI for any particular liability it might incur as a result of the ongoing lawsuit against it.

Id. at 1227–28 (citations omitted). In other words, the Eleventh Circuit determined that Plaintiff owed Defendant a duty to defend the underlying lawsuit, not whether Plaintiff was separately obligated to indemnify Defendant for any liabilities arising from it. Id.

Defendant nevertheless maintains that Plaintiff's duty to pay the Class Counsel Fees follows as a necessary implication of the Eleventh Circuit's holding. Dkt. No. [107] at 3–4. However, the Court is unpersuaded by the suggestion that the Eleventh Circuit's decision implicitly determined the scope of Plaintiff's indemnification obligations relative to the yet-unexecuted Settlement Agreement. Moreover, the Eleventh Circuit expressly declined to offer an opinion as to whether Plaintiff would have to indemnify Defendant for "*any particular liability* arising from [the underlying] lawsuit." AEGIS, 967 F.3d at 1228 (emphasis added). Accordingly, the mandate rule does not apply to this issue. Cote v. Philip Morris USA, Inc., 985 F.3d 840, 846 (11th Cir. 2021) ("The mandate rule prohibits a district court from altering, amending, or examining [the appellate court's] mandate or giving any further relief or review. However, it does 'not extend to issues the appellate court did not address.' " (quoting Piambino v. Bailey, 757 F.2d 1112, 1119–20 (11th Cir. 1985))). Accordingly, the Court may now determine whether Plaintiff must indemnify Defendant. Id. ("[T]he district court is free to address, as a matter of first impression, those issues not disposed of on appeal." (quotation marks and citation omitted)).

2. Whether the Policy provides coverage for any of the amounts owed under the Settlement Agreement, including Class Counsel Fees

***5** As noted above, and as an alternative to its mandate-rule argument, Defendant argues that it is entitled to coverage for all amounts owed under the Settlement Agreement, including Class Counsel Fees, because these amounts constitute covered "Loss" under the Policy. Dkt. No. [98-1] at 14–22. Plaintiff, however, maintains that it has no duty to indemnify; Plaintiff argues the fund created in the Settlement Agreement represents a "return of sums" that is excluded from coverage under the Policy and that, pursuant to the common fund doctrine, the Class Counsel Fees are also excluded from coverage because they are part of this common settlement fund. Dkt. Nos. [97-1] at 14–17; [104] at 11–16. As explained below, the Court finds that, while Defendant is not entitled to indemnification for all amounts owed under the Settlement Agreement, Defendant is entitled to coverage for the Class Counsel Fees.

To begin, the Settlement Agreement defines the "Class" as those individuals whose security deposits were withheld:

> For settlement purposes, the Class shall be defined as follows:
>
> (a) Any person; (b) who had an agreement for the rental of real property with any of the Defendants, or any of their subsidiaries or affiliated entities or persons, including but not limited to DeKalb-Lake Ridge, LLC; (c) *who had all or some of their security deposit not returned within one month of the termination of the lease due, at least in part, to alleged damage to the premises;* (d) *had all or some of their security deposit retained during the time period* beginning on May 19, 1997 and continuing through June 30, 2018; and (e) did not receive a list of alleged damage to the premises within three business days of termination of the occupancy.

Dkt. No. [97-3] at 3 (emphasis added). Furthermore, the Settlement Agreement establishes a process whereby individual class members "receive payment of that

portion of their security deposit that was withheld":

> If an individual is a member of the Class, as defined in Section 2 above, and the Class member submits a claim that is ultimately approved by the Class Action Administrator, following the process set forth below, the Class member will receive payment of that portion of their security deposit that was withheld for alleged damage to the premises.

Id. at 4. It is clear from these provisions that, under the terms of the Settlement Agreement, Defendant is obligated to return withheld security deposits to class claimants, which renders such payments excluded from coverage under the "return of sums" carve-out. See AEGIS, 967 F.3d at 1226; see also Dkt. No. [1-1] at 10. Defendant cannot escape this conclusion by arguing that it did not admit liability in the Settlement Agreement and that it is technically not transferring money back to the class members under O.C.G.A. § 44-7-35(c); to do so is to attempt to ignore the fundamental nature of the claims Defendant settled, which Defendant cannot do. [4] See Phila. Indem. Ins. Co. v. Sabal Ins. Grp., Inc., 786 F. App'x 167, 174–75 (11th Cir. 2019).

4 The underlying lawsuit alleged a single cause of action against ECI for violation of the Georgia security deposit statute, O.C.G.A. § 44-7-30 *et seq.*, and the plaintiff specifically sought relief under O.C.G.A. § 44-7-35. See Dkt. No. [98-3]. In relevant part, O.C.G.A. § 44-7-35 provides that "[a]ny landlord who fails to return any part of a security deposit which is required to be returned to a tenant pursuant to this article" is, at minimum, liable to the tenant "for the sum erroneously withheld" and could alternatively be liable for treble damages and attorney's fees. O.C.G.A. § 44-7-35(c). On the issue of whether the "return" carve-out would apply if Defendant was ultimately required to transfer such funds back to the plaintiff in the underlying lawsuit, the Eleventh Circuit held that it would: "[I]f ECI ultimately is required to transfer any part of the security deposit back to Roberson under section 44-7-35(c)—as demanded [in the underlying] lawsuit—such a transfer would fall within the scope of the Policy's return carve-out. We therefore conclude that an award of the allegedly wrongfully withheld security deposit would not constitute a 'Loss' under the Policy." AEGIS, 967 F.3d at 1226.

***6** The remaining issue, then, is whether, as Plaintiff contends, the Class Counsel Fees are also excluded from coverage under the Policy. In essence, Plaintiff's argument on this point proceeds as follows: (1) the Settlement Agreement established a common fund to settle the underlying lawsuit's claims; (2) this common fund represents a "return of sums"; (3) the Class Counsel Fees are derived from this fund pursuant to the common fund doctrine; and (4) the Class Counsel Fees are therefore also excluded from coverage as a "return of sums."[5] Dkt. No. [97-1] at 15–17.

5 In its opening brief and Supplemental Brief, Plaintiff has argued that, as a general matter, the settlement fund in this case must represent a "return of sums" because O.C.G.A. § 44-7-35(c) only provides two forms of relief: (1) return of sums or (2) treble damages. See Dkt. Nos. [97-1] at 14; [110] at 3–4. Plaintiff therefore maintains that because the class members waived treble damages —and because treble damages are a "prerequisite to recovering attorney's fees under the statute —the settlement fund must only represent a "return of sums." Dkt. Nos. [97-1] at 14; [110] at 3–4. However, Plaintiff's argument is premised on an inaccurate reading of O.C.G.A. § 44-7-35(c). On the issue of the relationship between the treble damages and attorney's fees available under this statutory provision, the Eleventh Circuit explained that, "while it is true that an award of attorney's fees under the statute, as a practical matter, rises and falls with the award of treble damages, *it does not directly flow from those damages.* Rather, both the treble damages and the attorney's fees flow from a finding that that the landlord acted intentionally and in the absence of procedures designed to prevent the wrongful withholding of security deposits." AEGIS, 967 F.3d at 1227 (emphasis added) (citing O.C.G.A. § 44-7-35(c)). In other words, the "prerequisite" for attorney's fees under O.C.G.A. § 44-7-35(c) is not treble damages themselves but rather "a finding that that the landlord acted intentionally and in the absence of procedures designed to prevent the wrongful withholding of security deposits." Id. Thus, Plaintiff's argument on this point—that in some broad sense the entire settlement fund must represent a "return of sums" because the class members waived treble damages and thereby also waived their claim for attorney's fees—is unpersuasive because it is fundamentally premised on a mischaracterization of O.C.G.A. § 44-7-35(c). Moreover, and as explained below, the Court finds

> that the Class Counsel Fees themselves do not fall within the "return of sums" carve-out as that exclusion is used and defined in the Policy.

The Court is not persuaded by this argument. Though Plaintiff is correct that the Settlement Agreement in the underlying lawsuit demonstrates characteristics of a common-fund settlement, the Court does not find that application of the common fund doctrine can convert the Class Counsel Fees into a "return of sums" under the terms of the Policy. Again, the Policy's "return of sums" carve-out excludes from coverage "any disgorgement, return, withdrawal, restitution or reduction of any sums which are or were in the possession or control of any Insured, or any amounts credited to any Insured's account[.]" Dkt. No. [1-1] at 10. [6] But here, the Settlement Agreement states that, if the Class Counsel Fees were approved by the court in the underlying lawsuit, "the ECI Defendants will provide the Class Action Administrator with the monetary consideration to pay for such Class Counsel fees and expenses[ ]" and that "the amount paid separately as the ... Class Counsel's fees and expenses are independent and apart from the amounts paid to Class members, and Class members do not have an interest in such awards." Id. Thus, even assuming *arguendo* that the common fund doctrine is applicable [7] and that the Class Counsel Fees theoretically derive from the same general fund as the "returns" owed to the class claimants, the Settlement Agreement could not be clearer that the Class Counsel Fees themselves do not represent a "return" under the Policy because (1) Defendant is obligated to pay such fees to class counsel (via the class administrator), not to class members; and (2) the class members have no interest in this money, nor will it be paid or "returned" to them under any circumstances. Id. In short, and as Defendant argues, the Class Counsel Fees represent a "compensatory monetary amount" that Defendant is obligated to pay, and they do not fall within the Policy's "return of sums" carve-out. Accordingly, Plaintiff is obligated to cover these fees under the Policy.

6 The Eleventh Circuit held that "return" means "to revert to a former owner or to give back to the owner." See AEGIS, 967 F.3d at 1225 (quotation marks and citation omitted).

7 Defendant has argued that, even if the Court were to agree with Plaintiff that the Settlement Agreement represents a common-fund settlement, Defendant would still be entitled to coverage for the Class Counsel Fees. See Dkt. No. [109] at 8 n.4.

***7** Pursuant to its common-fund argument, Plaintiff has also argued that the terms of the Settlement Agreement itself show that the settlement fund constitutes a "return of sums" and that the Class Counsel Fees, which are derived from this fund, are similarly barred as a "return." Dkt. Nos. [104] at 15–16; [106] at 9. In essence, Plaintiff notes

that the Settlement Agreement establishes $2,400,000 as the "aggregate amount of money" that is made available to the Class—referred to in the Settlement Agreement as the "Class Capped Amount"—and that this total amount specifically includes "the total amount all Class members could receive through the claims-made process," as well as "attorney fees, costs, and expenses" such as the Class Counsel Fees. Dkt. No. [97-3] at 4; see also Dkt. No. [106] at 9. Plaintiff appears to contend that because of the way the "Class" is defined in the Settlement Agreement, and because Defendant agrees in the Settlement Agreement to pay each class member "that portion of their security deposit that was withheld," the Class Capped Amount—from which Class Counsel Fees derive—represents a "return of sums." Dkt. No. [104] at 16 (quoting Dkt. No. [97-3]). However, the Court is ultimately unpersuaded by this argument. As discussed above, Plaintiff cannot evade the fact that the "return of sums" carve-out has a specific meaning under the Policy and that some of the payments delineated in the Settlement Agreement—namely the Class Counsel Fees—simply do not constitute a "return" as that term is used in the Policy and defined by the Eleventh Circuit.

3. Plaintiff's Supplemental Brief

Plaintiff argues in its Supplemental Brief that Defendant has wrongly placed great emphasis on the fact that the Policy's definition of "Loss" includes "awards" because the Class Counsel Fees are not an "award" of attorney's fees. Dkt. No. [110] at 7. To be clear, the Court's holding does not rest on a finding that there was an "award" of attorney's fees in the underlying lawsuit. Rather, as discussed above, the Court finds that the Class Counsel Fees are encompassed within the Policy's definition of "Loss" because (1) these fees are a compensatory monetary amount (which itself encompasses "awards" and "settlements" but is not necessarily limited to either term)[8] that Defendant is obligated to pay; and (2) under the terms of the Settlement Agreement, the fees do not fall within the "return of sums" carve-out as that exclusion is specifically used and defined in the Policy or within some other policy exclusion.

8 Again, in relevant part, the Policy states that " 'Loss' means a compensatory monetary amount for which the Insured may be held legally liable, including judgments (inclusive of any pre-judgment or post-judgment interest), awards, or settlements negotiated with the prior approval of the Insurers[.]" See Dkt. No. [1-1] at 10.

IV. CONCLUSION

In accordance with the foregoing, Defendant ECI Management LLC's Motion for Summary Judgment [98] is **GRANTED IN PART and DENIED IN PART**, and Plaintiff AEGIS Electric & Gas International Services Limited's

Partial Motion for Summary Judgment [97] is **DENIED**. The Clerk is **DIRECTED** to **ENTER JUDGMENT** for Defendant ECI Management LLC and against Plaintiff AEGIS Electric & Gas International Services Limited in the amount of $600,000. The Clerk is **DIRECTED** to **CLOSE** this case.

IT IS SO ORDERED this 5th day of January, 2022.

All Citations

Not Reported in Fed. Supp., 2022 WL 17079054