

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

WEST FRANKLIN PRESERVATION)
LIMITED PARTNERSHIP,)

Plaintiff,)

v.)

NURTUR NORTH CAROLINA, LLC,)
d/b/a Aveda Institute of)
Carolinas-Chapel Hill; NURTUR)
HOLDINGS, LLC; PATRICK J.)
THOMPSON; and MOLLY M.)
THOMPSON,)

Defendants.)

1:14cv266

NURTUR NORTH CAROLINA, LLC)
d/b/a Aveda Institute of)
Carolinas-Chapel Hill,)

Counter-claim and)
Third-Party Plaintiff,)

v.)

WEST FRANKLIN PRESERVATION)
LIMITED PARTNERSHIP, and)
ANTOINE PUECH,)

Counter-Claim and)
Third-Party Defendants.)

ORDER

This civil action came before the court for a jury trial, which took place during a session of court beginning on October 13, 2015. On October 20, 2015, the jury returned a verdict in favor of West Franklin Preservation Limited Partnership ("West Franklin") on all of its claims against Nurtur Holdings, LLC;

Nurtur North Carolina, LLC, d/b/a Aveda Institute of the Carolinas - Chapel Hill ("Nurtur"); Patrick J. Thompson; and Molly M. Thompson (collectively, "Defendants"). (Doc. 108.) The court entered judgment in favor of West Franklin and ordered Defendants to pay damages in accordance with the jury's verdict. (Doc. 109.) The court further ordered the parties to submit any application for the recovery of costs, interest, or attorneys' fees in accordance with the Local Rules. (Id.)

On November 20, 2015, West Franklin filed a motion to recover, among other things, attorneys' fees pursuant to N.C. Gen. Stat. § 6-21.2. (Doc. 113.) The parties agreed that, given the jury's verdict Defendants are liable for such fees but disagreed as to the amount, with West Franklin claiming entitlement to \$121,557.30 in fees and Defendants claiming liability for \$92,981.85 in fees.¹ (See id. at 6-7.) However, West Franklin and Puech represented that the parties were "close to a stipulation on an amount." (Id. at 3.) West Franklin indicated that it "may accept [the lesser amount proposed by Defendants] provided progress is made on other unresolved items," and promised to "supplement this Motion with any final resolution reached regarding G.S. § 6-21.2 fees." (Id. at 7.)

¹ The cited figures encompass only West Franklin's claim for fees pursuant to N.C. Gen. Stat. § 6-21.2, and do not include West Franklin and Puech's request for a separate award of fees pursuant to N.C. Gen. Stat. § 75-1.6(2). (See Doc. 113 at 2.)

To date, the court can find no supplementation by West Franklin of any final resolution on this issue. In their response to West Franklin's motion, Defendants "do not dispute" their liability "for a total of \$92,981.85 in attorneys' fees," but they do not address the higher amount initially proposed by West Franklin. (Doc. 121 at 2.) Neither side has offered any briefing on this issue.

IT IS THEREFORE ORDERED that counsel for West Franklin shall confer with counsel for Defendants to determine whether the parties have reached an agreement as to the amount of attorneys' fees to be awarded pursuant to N.C. Gen. Stat. § 6-21.2. If the parties have reached such an agreement, they shall file a notice with the court no later than May 13, 2016. This notice shall specify the amount of attorneys' fees to be awarded. If the parties are unable to reach an agreement, West Franklin shall file a supplemental brief addressing this issue no later than May 13, 2016. Defendants' response and any reply briefing shall be filed in accordance with Local Rules.

 /s/ Thomas D. Schroeder
United States District Judge

May 5, 2016