

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF
FLORIDA, TAMPA DIVISION

C.W. Roberts Contracting, Inc. v. Johnson Bros. Corporation

C.W. Roberts Contracting · No. 8:25-cv-00459-SDM-AAS · Decided November 25, 2025

SUMMARY

The United States District Court for the Middle District of Florida addressed C.W. Roberts Contracting, Inc.’s motion for prejudgment interest, post-judgment interest, and attorney’s fees following correction of an arbitration award. The court denied prejudgment interest and attorney’s fees because the arbitrator had declined to award them, but granted post-judgment interest at the federal statutory rate of 3.65% per annum.

CASE DETAILS

COURT	United States District Court for the Middle District of Florida, Tampa Division
WRITING FOR THE COURT	Steven D. Merryday
JURISDICTION	United States District Court for the Middle District of Florida, Tampa Division
DECIDED	November 25, 2025
DOCKET	8:25-cv-00459-SDM-AAS
DISPOSITION	other
PROCEDURAL POSTURE	After the court corrected an arbitration award, the claimant moved for prejudgment interest, post-judgment interest, and attorney's fees.
PRECEDENTIAL VALUE	Unknown
PARTIES	C.W. Roberts Contracting, Inc. v. Johnson Bros. Corporation

TOPICS

- arbitration
- prejudgment interest
- attorney fees
- remedies
- commercial litigation

PRACTICE AREAS

- arbitration
- construction law
- contracts
- commercial litigation
- remedies

QUESTIONS PRESENTED

1. Whether the claimant was entitled to prejudgment interest despite the arbitrator's ruling declining to award it.
2. Whether the claimant was entitled to attorney's fees despite the arbitrator's ruling that there was no prevailing party entitled to fees.
3. Whether the claimant was entitled to post-judgment interest under 28 U.S.C. § 1961(a), and at what rate.

HOLDINGS

1. The claimant was entitled to neither prejudgment interest nor an attorney's fee because it identified no basis to disturb the arbitrator's rulings.
2. The claimant was entitled to post-judgment interest at the applicable federal statutory rate, which the court stated was 3.65% per annum.

KEY QUOTATIONS

“there is no prevailing party in this case” (Doc. 1-5 at 6)

“the Arbitrator will not make an award of prejudgment interest.” (Doc. 1-5 at 6)

FACTUAL BACKGROUND

An arbitrator ruled that there was no prevailing party entitled to an attorney's fee and declined to award prejudgment interest. After the arbitration award was corrected, C.W. Roberts sought prejudgment interest, post-judgment interest, and attorney's fees from the district court. The court found no basis to disturb the arbitrator's rulings on fees or prejudgment interest.

PROCEDURAL HISTORY

C.W. Roberts Contracting, Inc. successfully moved to correct an arbitration award. It then moved for prejudgment interest, post-judgment interest, and attorney's fees. The district court granted the motion in part and denied it in part, denying prejudgment interest and attorney's fees while awarding post-judgment interest at the applicable federal statutory rate.

DISPOSITION

other

CASES CITED

- Cook v. XL Specialty Ins. Co., 2024 U.S. Dist. LEXIS 224993 (S.D. Fla. 2024)
- Reinhart v. Asset Managing Group, Inc., 2018 WL 6620592, at *3 (M.D. Fla. 2018)

OPINION

C.W. ROBERTS CONTRACTING, INC. v. JOHNSON BROS. CORPORATION
PER CURIAM.

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TAMPA DIVISION

C.W. ROBERTS CONTRACTING, INC.,

Claimant, v.

CASE NO. 8:25-cv-00459-SDM-AAS

JOHNSON BROS. CORPORATION,

Respondent. _____/

ORDER

After successfully moving (Doc. 17) to correct an arbitration award, claimant C.W. Roberts Contracting, Inc., moves (Doc. 19) for pre-judgment interest, post-judgment interest, and an attorney's fee. Johnson Bros. Corporation responds. (Doc. 19.) The arbitrator ruled that "there is no prevailing party in this case" entitled to an attorney's fee and that "the Arbitrator will not make an award of prejudgment interest." (Doc. 1-5 at 6.) The claimant has identified no basis to disturb the arbitrator's ruling. See *Cook v. XL Specialty Ins. Co.*, 2024 U.S. Dist. LEXIS 224993 (S.D. Fla. 2024). Of course, the claimant is entitled to post-judgment interest at the applicable federal statutory rate from the date of the entry of the judgment. *Reinhart v. Asset Managing Group, Inc.*, 2018 WL 6620592, at *3 (M.D. Fla. 2018); 28 U.S.C. § 1961(a). The claimant's motion (Doc. 19) is GRANTED-IN-PART and DENIED-IN-PART. The claimant is entitled to neither pre-judgment interest nor an attorney's fee. The claimant is entitled to post-judgment interest at the rate of 3.65% per annum. 28 U.S.C. § 1961. ORDERED in Tampa, Florida, on November 25, 2025.

STEVEN D. MERRYDAY

UNITED STATES DISTRICT JUDGE

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