

**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

OPINION

UMNIIDTEDDL ES TDAISTTERS IDCITS TORFI FCLTO CROIDUART 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 -2-