

AMERICAN ARBITRATION ASSOCIATION
COMMERCIAL ARBITRATION TRIBUNAL

| | | |
|--|---|--------------------------|
| In the Matter of Arbitration Between: | : | |
| | : | |
| DONALD J. TRUMP FOR PRESIDENT, INC. | : | Case No. 01-17-0007-6454 |
| | : | |
| CLAIMANT | : | |
| | : | |
| v. | | |
| JESSICA DENSON, | | |
| RESPONDENT | | |

FINAL AWARD

I, the Undersigned Arbitrator, having been designated in accordance with the agreement entered into by the above named parties, and having been duly sworn, and having duly heard the proofs and allegations of the Parties, and having previously rendered an Interim Award dated October 19, 2018 do hereby, AWARD, as follows:

Procedural History

By Partial Award dated October 19, 2018, I awarded Claimant, represented by LaRocca Hornik Rosen Greenberg & Blaha, LLP, the sum of \$24,808.20 for legal fees incurred in defending an action brought by Respondent, self-represented, in the U. S. District Court for the Southern District of New York (the "Federal Action"). The Partial Award also granted Claimant an award of attorney's fees and costs incurred in this arbitration in an amount to be determined by the undersigned upon a separate application by Claimant. Claimant has now submitted an application for attorneys' fees and costs in this arbitration as well as a request for a supplemental award for attorneys' fees incurred in the Federal Action after July 23, 2018, and legal fees it expects to incur in connection with filing a petition in federal court to confirm the final award in this arbitration. Respondent's response to the application for attorneys' fees was due by November 28, 2018. Respondent has not submitted a substantive response to Claimant's application for attorneys' fees and costs.

By letter to the undersigned dated November 27, 2018 Maury B. Josephson, Esq., on

behalf of Respondent, requested a stay of further proceedings in this arbitration pending the outcome of an action he commenced on behalf of Respondent in New York State Supreme Court, New York County (the "State Action"). In the State Action Respondent requested a preliminary injunction staying all further proceedings in this arbitration. On November 29, 2018, Hon. Arlene P. Bluth, J.S.C., denied Respondent's request for a preliminary injunction staying proceedings in this arbitration.

Attorney Josephson has not appeared generally for Respondent in this arbitration. Rather, he has limited his appearance to notifying me of the State Action and requesting that I stay all further proceedings in this Arbitration. The request for a stay in this Arbitration is denied.

DISCUSSION

In determining the amount to be awarded to Claimant as reasonable attorneys' fees I have reviewed the contemporaneous time records submitted and accept them as accurately stating the time spent on this arbitration. I also find that the time spent was reasonable under the circumstances of this arbitration and that the rates charged are commensurate with those generally charged in New York City, where Claimant's attorneys have their offices. An adjustment in the total amount claimed is required by the fact that Claimant did not prevail on all claims. The amount requested for attorneys' fees, totaling \$23,866.20 will be reduced by 15 % to reflect the fact that fewer attorney hours would have been required had the claims been limited to those on which Claimant was ultimately successful.

AWARD

Claimant is granted a supplemental award of attorneys' fees and costs incurred or to be incurred in the Federal Action subsequent to July 23, 2018 in the amount of \$4,291.85.

Claimant is granted an award in the amount of \$20,286.27 as reasonable attorneys' fees in this arbitration, together with expenses in the amount of \$121.32, for a total of \$20,407.59.

The administrative fees of the American Arbitration Association totaling \$2,950.00 and the compensation of the arbitrator totaling \$8,050.00 shall be borne as incurred. These fees are not subject to reallocation by the arbitrator. (See footnote, Commercial Arbitration Rules, p. 10)

This Final Award, including amounts awarded in the Partial Award, shall accrue interest from the date hereof at 9% per annum.

The parties are reminded that all documents and proceedings in this arbitration are confidential pursuant to AAA rules.

This Award is in full settlement of all claims submitted to this Arbitration. All claims not expressly granted herein are hereby denied.

Dated: December 11, 2018, 2018


L. Paul Kehoe Arbitrator