UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 17-CV-24404-SMITH/LOUIS

LEE CLANCY FORD, as Mother and
Next Friend of Jane Doe, a Minor,

Plaintiff,

vs.

NCL BAHAMAS LTD., a Bermuda company
d/b/a NORWEGIAN CRUISE LINES,

Defendant.
_____/

REPORT AND RECOMMENDATIONS

THIS CAUSE comes before the Court upon Paul Hoffman P.A.'s Motion to Reopen the Case to Intervene and to Adjudicate Charging Lien (ECF No. 166). This Motion has been referred to the undersigned United States Magistrate Judge, pursuant to 28 U.S.C. § 636 and the Magistrate Judge Rules of the Local Rules of the Southern District of Florida, by the Honorable Rodney Smith, United States District Judge, for appropriate disposition of all post-judgment matters (ECF No. 197). The Court held an evidentiary hearing on the Motion on May 5, 2020.

I. BACKGROUND

This is a dispute between Plaintiff and her former attorney Paul Hoffman, from the Law Offices of Paul A. Hoffman, P.A., concerning Mr. Hoffman's entitlement to attorney's fees for the work he performed prior to his filing of a motion to withdraw. In the underlying suit, Ms. Lee Clancy Ford, in her capacity as a mother and next friend, initiated this action for damages on behalf of her minor daughter, Plaintiff, who suffered injuries while aboard Defendant NCL Bahamas Ltd.'s cruise ship (ECF No. 1). Plaintiff was represented by Mr. Hoffman when she filed suit. After

more than a year into the case, on February 4, 2020, Mr. Hoffman filed a motion to withdraw (ECF No. 72), which the Court granted (ECF No. 80). Mr. Hoffman filed a notice of charging lien, in which he claimed that he withdrew for cause and was entitled to his fees for the time spent representing Plaintiff (ECF No. 81). Months later, with new counsel, Plaintiff reached a settlement agreement (ECF No. 160), which was accepted by this Court (ECF No. 161). The Court retained jurisdiction over the case to resolve the issue of counsel's charging lien[1] (ECF No. 181, 185, 197). Mr. Hoffman now seeks adjudication of his charging lien, arguing that he is owed his fees in *quantum meruit* for the work he performed while he represented Plaintiff (ECF No. 166).

Mr. Hoffman claims that he was constructively discharged without cause, and that he is entitled to collect the fees in *quantum meruit* for the efforts expended in the prosecution of Plaintiff's case (ECF No. 166 ¶¶ 7, 8). In Response, Plaintiff argues that Mr. Hoffman's Motion should be denied because Mr. Hoffman voluntarily withdrew from representation without just cause thus forfeiting his right to collect payment of his fees; alternatively, Plaintiff contends Hoffman was discharged for cause and that he did not contribute to the settlement agreement that was ultimately reached (ECF No. 178 at 4).

II. EVIDENTIARY HEARING

At the evidentiary hearing, the Court received both documentary and testimonial evidence. Mr. Hoffman testified on his own behalf and elicited testimony from Ms. Ford, and admitted several exhibits, including his time sheets reflecting the time incurred in the prosecution of the case, a sample fee agreement, and phone records reflecting phone calls between counsel and Ms.

[1] Co-counsel for Plaintiff Domingo Rodriguez, who was also permitted to withdraw from Plaintiff's representation, filed a separate charging lien for the services he provided (ECF Nos. 82, 169). Plaintiff and Mr. Rodriguez reached an agreement on Mr. Dominguez's charging lien (ECF Nos. 173, 174).

Ford (ECF No. 207).[2] Plaintiff admitted into evidence Ms. Ford's declaration and email communications between Ms. Ford and Mr. Hoffman (ECF No. 209). The following is a summary of the evidence presented and the Court's findings thereon.

Mr. Hoffman represented Plaintiff from November 2017 through February 2019. Before entering into an attorney-client relationship, Mr. Hoffman explained to Ms. Ford that Plaintiff would be responsible for paying client costs incurred during the litigation. On October 10, 2018, Hoffman, co-counsel Domingo Carlos Rodriguez, and Plaintiff entered into a contingency agreement. Over the year he represented Plaintiff, Mr. Hoffman filed the initial complaint and two amended complaints, participated in discovery including the taking of out-of-state depositions, argued disputes before this Court, and attended mediation.

From the outset of their attorney-client relationship, Ms. Ford, who was a registered nurse and who has a medical background, expressed a desire to be deeply involved in the litigation. Ms. Ford requested to have control over what witnesses would be deposed and which of her attorneys would take the depositions. Mr. Hoffman obliged as he viewed her medical knowledge to be of value to the case. At the mediation conference, Ms. Ford asked Mr. Hoffman and co-counsel, Domingo Rodriguez, to execute a document representing their understanding that she would have exclusive control over the setting of depositions. Ms. Ford also participated in the scheduling of expert witness depositions, preparing questions to ask witnesses at their depositions, and drafting interrogatories.

Mr. Hoffman and Ms. Ford's relationship began to turn in September 2018 when a court

[2] At the hearing, Mr. Hoffman sought to admit records reflecting costs incurred by referring counsel The Hickey Law Firm, P.A., pursuant to the retainer agreement between Plaintiff, Mr. Hoffman, and co-counsel Mr. Rodriguez. Plaintiff objected to the relevance of the records. Mr. Hoffman conceded that the costs incurred by referring counsel were not recoupable in his Motion. The Court sustained Plaintiff's objection and the records were not admitted into the record.

reporter did not attend a deposition scheduled in New York City. Prior to the deposition, Mr. Hoffman served a notice on Dr. Villamil and secured a court reporter from Jeannie Reporting for the deposition date. Ms. Ford and Mr. Hoffman traveled to New York City to attend the deposition, but when they arrived the court reporter retained by Mr. Hoffman did not appear and the deposition was delayed. Ms. Ford faulted Hoffman for not confirming with the court reporter the week prior.

The Parties' relationship worsened in January 2019 due to a disagreement regarding whether Ms. Ford had asked Mr. Hoffman to cancel another deposition scheduled for February 7, 2019. On January 15, 2019, Ms. Ford asked Mr. Hoffman to inquire whether defense counsel was amenable to rescheduling the deposition to February 8, in order to accommodate Plaintiff's co-counsel[3] Heather McCleary's schedule (ECF No. 178–1). Mr. Hoffman testified that he understood Ms. Ford to mean that because co-counsel for Plaintiff Heather McCleary was unavailable on February 7, the deposition could not go forward, he confirmed as much with Ms. Ford over a telephone conversation, and then informed defense counsel that the deposition would not be set for that date. When difficulty scheduling the deposition arose, tensions between client and counsel mounted.

In an email dated January 18, 2019, copying all of the attorneys representing her daughter, Ms. Ford expressed her frustration that the date was not secured for deposition. Ms. Ford memorialized her side of events, which contradicted Hoffman's account that she had told him to move the deposition date. Her message implies suspicion that he was intentionally misstating the facts, noting that it was "weird" that he had not mentioned to his co-counsel sooner that the date had been released. Mr. Hoffman responded and reiterated that Ms. Ford had asked him to cancel the deposition and commented that she was blaming him for what was actually her fault. He stated

[3] Plaintiff was then represented by Mr. Domingo Rodriguez and Ms. Heather McClary in addition to Mr. Hoffman.

that he thought "perhaps" Plaintiff needed new lawyers, as this was "just one issue" he had with Ms. Ford and her husband (ECF No. 178-1).

The next day, Hoffman sent a second response to Ms. Ford's email. Mr. Hoffman stated that he had reflected on her email, which he found "grossly insulting and patently false." (ECF No. 178-1 at 9). Hoffman demanded that Ms. Ford retract her accusations by the following business day or he would file a motion to withdraw as her attorney. Ms. Ford did not retract her January 17 email.

Four days later, Ms. Ford instructed Mr. Hoffman "until we speak, I want all action on case to cease. There is to be no further communication with NCL or my experts. I will be in touch" (ECF No. 171 ¶ 3). On February 1, new counsel noticed appearance on Plaintiff's behalf (ECF No. 70). On the same date, Ms. Ford again wrote Mr. Hoffman, copying co-counsel McCarthy and Domingo Rodriguez, stating that "at this point I have no choice but accept your withdrawal and resignation dated January 19, 2019 … [e]ffective immediately, you and Domingo no longer represent me or [Plaintiff] and you are to have no further involvement in …case" (ECF No. 178–1 at 13).

Mr. Hoffman testified that from his perspective, the attorney-client relationship is founded in trust, and Ms. Ford's actions demonstrated a complete absence of confidence in his integrity and competence. He asked her to withdraw the accusations but she refused. He felt that what had happened was a constructive discharge; notwithstanding, he helped her through the transition to new counsel and provided later assistance as needed.

Ms. Ford testified that she believed Hoffman had quit. Ms. Ford characterized his performance as unprofessional and offered as examples that he had failed to secure a court reporter for the New York deposition, and had cancelled another deposition without her permission. She

confirmed Hoffman's concern that she distrusted him and characterized his excuse that she had instructed him to cancel the deposition in February as a blatant lie. She contends that she was asked to perform secretarial tasks, to draft discovery and discovery responses, and testified that throughout, Hoffman was verbally abusive towards her. She further testified that throughout the course of the litigation Mr. Hoffman had previously made threats to withdraw as counsel of record, though he never did. When she received his demand that she retract her email she decided she would not and instead called the Florida Bar and based on her call, decided to seek new counsel. On cross, Ms. Ford was asked if she believed Hoffman's efforts contributed no value to the case; she testified that she could not say it contributed nothing, but said it contributed little.

Defense counsel, who was present at the hearing, proffered that if called to testify, he would testify that Mr. Hoffman had contributed to the resolution of this case, increased the value of the settlement reached, and had an unblemished reputation in the legal community.

III. DISCUSSION

A. Legal Principles on Charging Liens

Federal courts, although they recognize no common-law lien in favor of attorneys, give effect to the laws of the states in which they are held. *Zaklama v. Mount Sinai Medical Center*, 906 F.2d 650, 652 (11th Cir. 1990) (recognizing that the rights and obligations of parties to a contingency fee agreement are governed by state law). In Florida, a charging lien is a mechanism that permits an attorney to enforce an equitable right to collect costs and fees owed for legal services secured by the judgment or recovery amount in the lawsuit. *Aldar Tobacco Group, LLC v. American Cigarette Co., Inc.*, 577 F. App'x 903, 906 (11th Cir. 2014). There are four requirements to impose a charging lien: (1) an express or implied contract between the attorney and client; (2) an understanding between the parties that payment to the attorney is dependent upon

recovery or will be paid from the recovery; (3) an attempt by the client to avoid paying or dispute the amount of the fee; and (4) a timely notice of the request for the charging lien. *Id.* To perfect a charging lien, the lien must be filed before the lawsuit has been reduced to a judgment or a settlement agreement has been reached. *Id*.

Here, Plaintiff and Mr. Hoffman agree they had a valid contingency agreement which made payment to Mr. Hoffman dependent on his obtaining of favorable settlement or judgment, that the contingency was not reached while Mr. Hoffman represented Plaintiff, and that Mr. Hoffman perfected his lien by filing a notice of charging lien before the Plaintiff and Defendant reached a settlement agreement.

Under Florida law, an attorney who performed services on behalf of a client on a contingency fee basis and who is discharged before the contingency is accomplished may recover for services only in *quantum meruit*. *Sohn v. Brockington*, 371 So. 2d 1089, 1093 (Fla. 1st DCA 1979). If the discharge was without cause, the attorney is entitled to compensation based on the reasonable value of services rendered on the basis of *quantum meruit*, not to exceed the maximum amount provided in the fee agreement. *Rosenberg v. Levin*, 409 So. 2d 1016, 1021 (Fla. 1982). If the discharge was for cause, the attorney's fees should be based on the modified *quantum meruit* fee as articulated in *Rosenberg*, reduced by the amount of the damages suffered by the client as a result of the attorney's misconduct. *Searcy, Denney, Scarola, Barnhart & Shipley, P.A. v. Scheller*, 629 So. 2d 947, 954 (Fla. 4th DCA 2011). However, when an attorney voluntarily withdraws from representation of a client before the contingency occurs, the attorney forfeits all rights to compensation unless the client's conduct makes the attorney's continued performance either legally impossible or would cause the attorney to violate an ethical rule, in which case the attorney may be entitled to a fee when the contingency occurs. *Faro v. Romani*, 641 So. 2d 69, 71 (Fla.

1994).

B. Mr. Hoffman is Entitled to a *Quantum Meruit* Fee Award

The Parties dispute whether Mr. Hoffman voluntarily withdrew from representation, therefore forfeiting his claim to compensation. Mr. Hoffman maintains that he was discharged, explaining that although he demanded Ms. Ford retract her January 17 email by a date certain or find new representation, he in fact did not withdraw and continued his efforts in prosecuting her case until February 1 when Ms. Ford discharged him in an email. On the other hand, Plaintiff characterizes Mr. Hoffman's demand as a notice of Hoffman's decision to withdraw from the case unless Ms. Ford retracted her January 17 email, which she did not do.

Mr. Hoffman's threat to withdraw did not constitute a voluntary withdraw as he credibly testified that although Ms. Ford had not retracted her accusations, he did not file a motion to withdraw and continued working on Plaintiff's case, including reviewing a motion to compel and court filings, up until Ms. Ford discharged him. *See Evrett v. City of St. Petersburg*, No. 8:14-CV-2508-T-36AEP, 2017 WL 1434785, at *1 (M.D. Fla. Apr. 24, 2017) (finding that attorney had been discharged because the evidence showed some confusion as to whether the attorney would continue representing the client until the client informed the attorney in writing that he had been discharged and the client had retained new counsel). Ms. Ford's characterization of events as merely accepting his "offer" to withdraw is further undermined by the fact that in the same email purporting to accept his offer, she discharged co-counsel Domingo, who had not made any such "offer." Likewise, Ms. Ford testified that Hoffman threatened her throughout the litigation that he would withdraw, leaving her without counsel; why this event then was different than any of the other times she claims he threatened to withdraw, she did not say.

Plaintiff contends that *Faro* supports her argument that Hoffman's withdraw forecloses his

right to an award of fees, but the case is distinguishable. In *Faro*, the Florida Supreme Court recognized that the attorney had voluntarily withdrawn from the case, citing irreconcilable differences, such as the client's rejection of a settlement offer over the attorney's objection and concern that he was opening himself up to a malpractice suit. *Faro*, 641 So. 2d at 70, n.1. Unlike the attorney in *Faro*, Mr. Hoffman presented Plaintiff with the option to continue the attorney-client relationship and continued prosecuting the case despite Ms. Ford's refusal to retract her accusations and after the deadline he set for her to do so had lapsed. *See Searcy*, 629 So. 2d at 959 (finding that attorney had been discharged for cause where attorney presented client with the option to retain new counsel or agree to a higher contingency fee) *compare with Santini*, 65 So. 3d at 26 (holding that attorney had withdrawn without cause and had forfeited his claim to fees because the attorney, who been suspended from practice by the Florida Bar, represented to the client that he did not intend to continue practicing law and under no circumstances would continue representing the client). For these reasons, I find that Mr. Hoffman was discharged by Plaintiff and recommend awarding Mr. Hoffman his fees in *quantum meruit*.

C. *Quantum Meruit* Determination

Mr. Hoffman seeks an award in the amount of $240,200 for 480.4 hours expended on prosecuting Plaintiff's case at an hourly rate of $500. Plaintiff does not challenge Mr. Hoffman's rate nor the hours he estimates that he expended on the litigation; Plaintiff takes the position that any equitable award Mr. Hoffman is entitled to is vitiated in its entirety because Mr. Hoffman's efforts reduced the value of the settlement Plaintiff ultimately obtained (ECF No. 178 at 4).

In determining the proper *quantum meruit* award, the court must first determine the reasonable value of the services rendered by the discharged attorney. *Shackleford v. Sailor's Wharf, Inc.*, No. 8:15-CV-407-T-33TBM, 2018 WL 10373434, at *3 (M.D. Fla. Jan. 19,

2018), *aff'd*, 770 F. App'x 447 (11th Cir. 2019). In making that determination, the court must consider the "lodestar" factors, including the time reasonably devoted to representation and a reasonable hourly rate, as well as all relevant factors surrounding the professional relationship, including the recovery sought, the skill demanded, the results obtained to ensure that the award is fair to both attorney and client. *Id.* If counsel was discharged for cause, the court should reduce the *quantum meruit* award by the amount of damages, if any, suffered by the client. *Id.* The client bears the burden of establishing the damages she suffered as a result of the attorney's termination for cause. *Id.* If the client's damages exceed the attorney's *quantum meruit* remedy, then that ends the inquiry, otherwise, the court is free to consider whether forfeiture of some or all of the award is appropriate under the circumstances. *Id.*

1. Mr. Hoffman Added Value to the Case

Mr. Hoffman contends that he is entitled to a reward in *quantum meruit* because his work in prosecuting the case contributed to the favorable outcome of the litigation. Plaintiff refutes Mr. Hoffman's contention arguing that Mr. Hoffman's efforts actually reduced the amount for which the litigation settled.

In this maritime negligence action, Plaintiff alleged that Defendant had been negligent in the administration of fluoroquinolone, a toxic drug, to treat a minor ailment resulting in Plaintiff suffering from mitochondrial toxicity. In order to prosecute the suit, Mr. Hoffman researched the subject of mitochondrial toxicity caused by fluoroquinolone, the FDA warnings for the drug, the effects of similar drugs. In addition to drafting the original and amended complaints, Mr. Hoffman prosecuted discovery disputes, including motions to compel (on which he prevailed), and defended challenges to Plaintiff's expert witnesses. Mr. Hoffman also attended mediation that while unsuccessful, contributed to the resolution of the matter. This was corroborated by defense

counsel, who proffered that if called to testify, he would testify that Mr. Hoffman contributed to the resolution of this case and increased the value of the settlement ultimately reached. Finally, while Ms. Ford sought to minimize Hoffman's contributions to the case, she acknowledged that his efforts had some value. For these reasons, I find that Mr. Hoffman added value to the resolution of this case.

2. Plaintiff Has Not Identified Damages to Set Off the Fee Award

The Parties dispute whether Mr. Hoffman was discharged for cause and relatedly, whether Mr. Hoffman's award, if any, should be reduced by Plaintiff's damages flowing from Mr. Hoffman's misconduct. This inquiry is relevant to the Court's determination of the equitable remedy because when an attorney is dismissed for cause, the *quantum meruit* award should be reduced by the amount of any damages the client suffered from the need to discharge the initial attorney. Plaintiff bears the burden of establishing the damages suffered as a result of Mr. Hoffman's misconduct. *Shackleford*, 2018 WL 10373434, at *3.

Notwithstanding, it is not necessary to decide here whether he was discharged for cause because even assuming he was, Plaintiff has not advanced evidence that his discharge caused her to incur any damages. Because she has not met her burden of identifying or quantifying any such damages felt as a result of Mr. Hoffman's misconduct, the Court would not reduce the award even if the discharge was for cause. *Id.* at *5 (rejecting plaintiff's argument that attorney's *quantum meruit* should be reduced as a result of damages suffered by the attorney's misconduct where plaintiff provided little evidence supporting her argument and did not quantify the amount of his damages); *see also Evrett*, 2017 WL 1434785, at *6 (rejecting objection to report and recommendation because magistrate judge had assumed the attorney was discharged for cause so as not to prejudice plaintiff and correctly determined that the attorney's award should not be

reduced because client failed to identify the damages suffered).

3. Reasonable Fee

Mr. Hoffman requests an hourly rate of $500, which he contends is his standard rate and supports with a sample fee agreement. According to Mr. Hoffman, a rate of $500 per hour is the market rate for lawyers with similar experience in south Florida. Plaintiff did not challenge Mr. Hoffman's hourly rate.

A reasonable hourly rate is defined by "the prevailing market rate in the relevant legal community for similar services by lawyers of reasonably comparable skills, experience, and reputation." *Norman v. Hous. Auth. of Montgomery*, 836 F.2d 1292, 1299 (11th Cir. 1988). The fee applicant bears the burden of demonstrating that the rates charged are reasonable in the relevant legal community. *Id.* at 1299. The Court is deemed an expert on the issue of attorneys' fees and rates and "may consider its own knowledge and experience concerning reasonable and proper fees." *Id.* at 1303 (quoting *Campbell v. Green*, 112 F.2d 143, 144 (5th Cir. 1940)).

The Florida Bar's website represents that Mr. Hoffman has been licensed to practice law since 1979, and accordingly, has 40 years of experience.[4] The undersigned moreover is familiar with Mr. Hoffman's professionalism and maritime practice, as he has appeared before me in this case. I recognize that for an attorney of his skill and experience in this market, on a products liability matter, $500 per hour is reasonable and consistent with this market. *See Capital One N.A. v. Miami Motor Sports, LLC*, No. 18-61942-CIV, 2019 WL 2106106, at *2 (S.D. Fla. Apr. 4, 2019), *report and recommendation adopted*, No. 18-CV-61942-UU, 2019 WL 2105878 (S.D. Fla. Apr. 24, 2019) (recommending hourly rate of $500 and finding it consistent with recent decisions in the district for attorney with 40 years of experience); *see also H.C. v. Bradshaw*, 426 F. Supp.

[4] See https://www.floridabar.org/directories/find-mbr/ (last visited June 4, 2020).

3d 1266, 1278 (S.D. Fla. 2019) (awarding experienced complex tort litigation attorney in south Florida rate of $500 based on experience and expertise).

4. Number of Hours Reasonably Expended

Mr. Hoffman seeks payment of 480.4 hours expended on the prosecution of this litigation, which he supports with time records admitted during the evidentiary hearing. Mr. Hoffman concedes that his time records were not contemporaneously kept and reflect his efforts to estimate time based on review of emails and other events in the case.

A fee applicant must set out the general subject matter of the time expended by the attorney "with sufficient particularity so that the court can assess the time claimed for each activity." *Norman*, 836 F.2d at 1303. Excessive, redundant, or otherwise unnecessary hours should be excluded from the amount claimed. *Id.* at 1301.

Upon review of Mr. Hoffman's billing records, the following time is compensable and added value to the client. By category, the Court recognizes Mr. Hoffman's hours spent drafting the pleadings, including three complaints (15 hours); litigating discovery, including conferral with opposing counsel as required by S.D. Fla. L.R. 7.1(a)(3), prosecuting motions to compel and defending challenges to expert witnesses (12.8 hours); attending and preparing for depositions (30 hours); and attendance at mediation (6 hours), for a total of 63.8 hours. The remainder of Mr. Hoffman's time entries are duplicative of others or constitute clerical or administrative tasks such as the reviewing of emails and electronic filings on the docket and time spent traveling for the case; the undersigned has not included these time entries in the lodestar calculation. *Tiramisu Int'l LLC v. Clever Imports LLC*, 741 F. Supp. 2d 1279, 1297 (S.D. Fla. 2010). Nor has the undersigned included time Mr. Hoffman incurred for research, including attendance at public events, or matters for which the description is inadequate for the undersigned to assess the value the task contributed

to Plaintiff's case. The resulting lodestar calculation for Mr. Hoffman's time is $31,900.

Upon consideration of the totality of the circumstances in this matter, the Court must examine whether an award of $31,900 is fair to both Mr. Hoffman and Plaintiff. *Evrett*, 2017 WL 1434785, at *6. Although Mr. Hoffman does not seek court approval of the underlying contingency fee agreement, the terms as contemplated by Plaintiff and Mr. Hoffman included a contingency fee of 40% of any recovery through trial to be split evenly between Mr. Hoffman and Mr. Rodriguez (ECF No. 207–2). Mr. Hoffman did not complete representation of Plaintiff through trial or settlement of this case and as such, Mr. Hoffman is receiving significantly less than he would have if he had not been discharged before the contingency occurred; yet he is still being compensated for the work he performed to aid Plaintiff in the prosecution of her case. Moreover, upon review of the record, the Court notes that Mr. Hoffman's award will not be paid out of Plaintiff's portion of the settlement, rather it will be paid from the portion awarded to her current attorneys (ECF No. 187–1). Therefore, the Court is satisfied that Mr. Hoffman's award is fair to both Plaintiff and Mr. Hoffman.

IV. RECOMMENDATIONS

For the foregoing reasons, the undersigned respectfully recommends that Mr. Hoffman's Motion to Reopen the Case to Intervene and to Adjudicate Charging Lien (ECF No. 166) be **GRANTED**.

Pursuant to Local Magistrate Rule 4(b), the Parties have fourteen (14) days to serve and file written objections, if any, with the Honorable Rodney Smith, United States District Judge. Failure to file objections by that date shall bar the parties from *de novo* determination by the District Judge of any factual or legal issue covered in the Report and shall bar the parties from challenging on appeal the District Judge's Order based on any unobjected-to factual or legal

conclusions included in the Report. *See* 28 U.S.C. § 636(b)(1); 11th Cir. Rule 3-1; *Patton v. Rowell*, 2017 WL 443634 (11th Cir. Feb. 2, 2017).

RESPECTFULLY SUBMITTED in Chambers this 5th day of June 2020.

LAUREN LOUIS
UNITED STATES MAGISTRATE JUDGE

Copies Furnished To:
The Honorable Rodney Smith
Counsel of Record
Mr. Paul Hoffman, Esq.