

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 19-CV-81179-RAR

ILLOOMINATE MEDIA, INC., and
LAURA LOOMER,

Plaintiffs,

v.

CAIR FLORIDA, INC., *et al.*,

Defendants.

**ORDER DENYING PLAINTIFF'S OBJECTIONS TO MAGISTRATE JUDGE'S
ORDER GRANTING IN PART AND DENYING IN PART DEFENDANTS' JOINT
MOTION ATTORNEYS' FEES AND COSTS**

THIS CAUSE comes before the Court upon Plaintiffs' Objections to United States Magistrate Judge Bruce E. Reinhart's Order Granting in Part and Denying in Part Defendants' Joint Motion for Attorneys' Fees and Additional Costs [ECF No. 73-1] ("Objections") and Defendants' Response to Plaintiffs' Objections [ECF No. 76] ("Response"). As explained herein, Plaintiffs' Objections are **DENIED** and the Order Granting in Part and Denying in Part Defendants' Joint Motion for Attorneys' Fees and Costs [ECF No. 66] ("Order") is **AFFIRMED**.

"Under 28 U.S.C. § 636(b)(1)(A) and Rule 72(a) of the Rules of Civil Procedure, [a Magistrate Judge has] the authority to enter a final order on [a] Motion for Attorneys' Fees and Costs because it is not case-dispositive." *CityPlace Retail, L.L.C. v. Wells Fargo Bank, N.A.*, No. 18-81689, 2021 WL 3361172, at *1 n.1 (S.D. Fla. Jan. 12, 2021) (citing *Collar v. Abalux, Inc.*, No. 16-20872, 2018 WL 3328682, at *13-14 (S.D. Fla. July 5, 2018)). When timely objections are made to a Magistrate Judge's order on a non-dispositive matter, "[t]he district judge ... shall consider such objections and shall modify or set aside any portion of the magistrate judge's order

found to be clearly erroneous or contrary to law.” Fed. R. Civ. P. 72(a); *see also* Local Magistrate Judge Rule 4(a)(1) (reciting same standard); 28 U.S.C. § 636(b)(1)(A) (same). Under that standard, an order is “contrary to law” when the Magistrate Judge’s legal conclusions “fail[] to apply or misappl[y] relevant statutes, case law, or rules of procedure.” *Rodriguez v. Pan Am. Health Org.*, No. 18-24995, 2020 WL 1666757, at *2 (S.D. Fla. Apr. 3, 2020) (citation omitted).

Factual findings are reviewed under the “clearly erroneous” standard. *Id.* “Factual findings are clearly erroneous when, although there is evidence to support them, the reviewing court on the entire evidence is left with the definite and firm conviction that a mistake has been committed.” *Jeld-Wen, Inc. v. Nebula Glass Int’l, Inc.*, No. 05-60860, 2007 WL 5971414, at *1 (S.D. Fla. May 17, 2007) (internal quotations, citations, and alterations omitted). “The mere fact that a reviewing court might have decided the issue differently is not sufficient to overturn a decision when there are two permissible views of the issue.” *Pendlebury v. Starbucks Coffee Co.*, No. 04-80521, 2007 WL 4592267, at *1 (S.D. Fla. Dec. 28, 2007). Further, the appealing party carries the burden of showing that the order is “clearly erroneous or contrary to law.” *Dominguez v. Metropolitan Miami-Dade County*, 359 F. Supp. 2d 1323, 1345 (S.D. Fla. 2004).

The Court has conducted a careful review of Magistrate Judge Reinhart’s legal and factual findings in light of Plaintiffs’ Objections. Having carefully reviewed Defendants’ Joint Motion for Attorneys’ Fees and Additional Costs [ECF No. 55], the Order, Plaintiffs’ Objections, Defendants’ Response, the factual record, the applicable law, and being otherwise fully advised, the Court finds that the Order is not “clearly erroneous or contrary to law.” Fed. R. Civ. P. 72(a). Accordingly, it is hereby

ORDERED AND ADJUDGED as follows:

1. Plaintiffs’ Objections [ECF No. 73-1] to Magistrate Judge Bruce E. Reinhart’s Order [ECF No. 66] are **DENIED**.

2. The Order [ECF No. 66] is **AFFIRMED**.

3. Per the Order, Plaintiffs shall reimburse Defendants their attorneys' fees in the amount of **\$123,761.65** (allocated between CAIR Foundation, Inc. in the amount of \$117,297.90 and CAIR Florida, Inc. in the amount of \$6,463.75) and costs in the amount of **\$661.72**, for which total sum let execution issue forthwith.

DONE AND ORDERED in Fort Lauderdale, Florida, this 2nd day of February, 2022.

A handwritten signature in black ink, appearing to read 'Rodolfo A. Ruiz II', is written over a horizontal line.

RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE