

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION  
3:20-cv-00062-MOC-DSC**

**ACCELERATION ACADEMIES, LLC,**  
**Claimant/Plaintiff,**  
**v.**  
**CHARLESTON ACCELERATION**  
**ACADEMY, INC.,**  
**Respondent/Defendant/Counterclaimant.**

**ORDER**

This matter comes before the Court on the Motion of Claimant/Plaintiff Acceleration Academies, LLC (“AA”) for the entry of an order confirming the arbitration award (“Award”) entered against Respondent/Defendant/Counterclaimant Charleston Acceleration Academy, Inc. (“CAA”) on March 16, 2020. (Doc. No. 18). Having reviewed the application and the matters of record and acknowledging that its ability to review the Award is severely circumscribed, see Bowers v. N. Two Cayes Co. Ltd., No. 1:15-CV-00029-MR-DLH, 2016 WL 3647339, at \*2 (W.D.N.C. July 7, 2016), the Court finds that grounds do not exist under 9 U.S.C. § 10 for vacating or modifying the Award, and the Award will be confirmed.

**IT IS THEREFORE ORDERED** that AA’s Motion (Doc. No. 18), is **GRANTED**, and the Award, incorporated herein, is **CONFIRMED**. JUDGMENT is therefore rendered as follows:

1. AA shall have and recover damages from CAA for breach of contract in the amount of \$859,142.41;
2. Within twenty days of payment of the aforesaid sum to AA, CAA shall have and recover from AA an accounting as provided in the Award; and

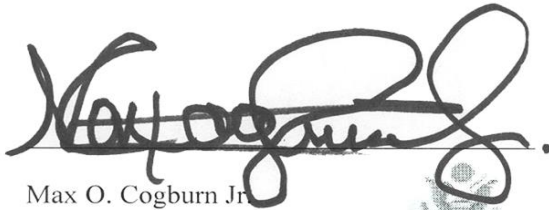
3. The administrative fees of the American Arbitration Association totaling \$24,650 and the compensation and expenses of the arbitrator totaling \$22,158.57 shall be split equally between the parties.

4. To the extent that the Court is granting the motion to affirm the arbitration award, the pending Motion to Vacate or, in the Alternative, Modify the Arbitration Award, filed by CAA, (Doc. No. 19), is **DENIED**.

5. The Motion to Expedite, filed by CAA, (Doc. No. 6), is **DENIED** as moot.

This Order fully resolves all matters that were submitted by the parties in the arbitration, with the exception of AA's federal trademark claim, which was dismissed without prejudice.

Signed: April 23, 2020

A handwritten signature in black ink, appearing to read "Max O. Cogburn Jr.", written over a horizontal line. The signature is stylized and cursive.

Max O. Cogburn Jr.  
United States District Judge

