

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT

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No. 15-12870

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D.C. Docket No. 0:12-cv-61670-LSS

GUARANTEE INSURANCE COMPANY,  
PATRIOT NATIONAL INSURANCE GROUP,  
PATRIOT UNDERWRITERS, INC.,

Plaintiffs – Counter  
Defendants - Appellees  
Cross Appellants,

versus

BRAND MANAGEMENT SERVICE INC.,  
a.k.a. Brand Management Service,  
HERSHEL WEBER,  
a.k.a. Herschel Weber,  
a.k.a. Hershal Weber,  
a.k.a. Harold Weber,

Defendants - Counter  
Claimants – Appellants  
Cross Appellees.

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No. 15-15162

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GUARANTEE INSURANCE COMPANY,  
PATRIOT NATIONAL INSURANCE GROUP,  
PATRIOT UNDERWRITERS, INC.,

Plaintiffs – Counter  
Defendants -  
Appellees,

versus

BRAND MANAGEMENT SERVICE INC.,  
a.k.a. Brand Management Service,  
HERSHEL WEBER,  
a.k.a. Herschel Weber,  
a.k.a. Hershal Weber,  
a.k.a. Harold Weber,

Defendants – Counter  
Claimants -Appellants.

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Appeals from the United States District Court  
for the Southern District of Florida

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(July 8, 2016)

Before WILSON and JULIE CARNES, Circuit Judges, and WOOD,\* District  
Judge.

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\* Honorable Lisa Godbey Wood, United States District Chief Judge for the Southern District of Georgia, sitting by designation.

PER CURIAM:

Defendants appeal the district court's award of future damages on Plaintiffs' claims for breach of contract, as well as its award of attorneys' fees and expenses to Plaintiffs. On appeal, Defendants argue that the court calculated the amount of Plaintiffs' future financial losses based on insufficient evidence and failed to discount the amount to present value. Defendants also contend that the district court erred in awarding the full amount of Plaintiffs' fees and expenses, attributable to both their successful contract claims and unsuccessful tort claims alike, and in assessing the award against Defendants jointly and severally.

Plaintiffs cross appeal the district court's ruling that Defendants were not liable for fraudulent inducement or negligent misrepresentation, and that punitive damages thus were not unwarranted. Plaintiffs assert that the court erred in its analysis of the parol evidence rule and justifiable reliance under Florida law and neglected to consider key evidence.

After reviewing the parties' briefs and the record, and with the benefit of oral argument, we find no reversible error in the district court's rulings.

**AFFIRMED.**<sup>1</sup>

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<sup>1</sup> Defendants' "Motion to Strike a Portion of the Answer and Initial Brief of Appellees/Cross-Appellants" is GRANTED. We did not rely on the factual findings in *Sentry Insurance v. Brand Management Inc.*, 120 F. Supp. 3d 277 (E.D.N.Y. 2015), to resolve this appeal.