

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

UNIVABS SOLUTIONS PRIVATE
LIMITED,

Petitioner,

v.

THE RADIOLOGY GROUP, LLC,

Respondent.

CASE NO. _____

APPLICATION TO CONFIRM ARBITRATION AWARD

Univabs Solutions Private Limited (“Univabs”) hereby moves the Court for an order confirming a final arbitration award entered by the International Centre for Dispute Resolution division of the American Arbitration Association dated May 23, 2025, following an arbitration proceeding with The Radiology Group, LLC (“TRG”). Univabs brought claims for breach of the parties’ contract containing the arbitration agreement, and TRG filed counterclaims for conflicting interest transaction, fraud, and unjust enrichment. The arbitrator entered a final award in favor of Univabs on its breach of contract claim, ordering TRG to pay Univabs \$715,262.57, and in favor of Univabs and against TRG on all of TRG’s counterclaims.

TRG received a full and complete opportunity to present its case in the arbitration. The arbitrator allowed almost eighteen months of discovery, including

TRG taking multiple depositions of Univabs' officers. Following a four day-long final hearing and extensive pre- and post-trial briefing, the arbitrator found that TRG breached the parties' contract and awarded compensatory damages and pre-judgment interest to Univabs. The arbitrator ordered TRG to pay Univabs the full awarded amount within 30 days of transmittal of the award, or by June 23, 2025. TRG has not paid any amount of the award to Univabs to date.

The Convention on the Recognition and Enforcement of Foreign Arbitral Awards applies to the final award and requires that it be confirmed unless one of seven enumerated defenses can be proven. None of the seven defenses apply, and there is no legal or factual reason for this Court to do anything other than summarily confirm the arbitrator's final award.

I. PARTIES

1.

Petitioner Univabs Solutions Private Limited ("Univabs") is a private limited Company formed under the Companies Act of India, with its principal office address at Suite No. 101 STPI, Mangal Bhawan Nehru Nagar Bhilai India.

2.

Respondent The Radiology Group ("TRG") is a Georgia limited liability company, the members of which reside in the state of Georgia. TRG may be served with process in accordance with law by service upon its registered agent,

Stembridge Taylor LLC, at 4840 Roswell Road, Suite E300, Atlanta, Georgia 30342.

II. JURISDICTION AND VENUE

3.

This Court has jurisdiction over this matter pursuant to 9 U.S.C. § 203 because the arbitration falls under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

4.

Venue in this Court is proper pursuant to 9 U.S.C. § 204 because the arbitration agreement designates the place for arbitration as Atlanta, Georgia.

III. THE ARBITRATION AGREEMENT

5.

On or about March 6, 2022, Univabs and TRG executed the Radiology Services Agreement (“Services Agreement”).¹ Under the Services Agreement, Univabs contracted to provide radiology services to TRG and TRG contracted to pay for services rendered according to the fee schedule set therein.

6.

The Services Agreement contains an arbitration provision:

7.6 All disputes, controversies or claims which relate in any way to this Agreement will be resolved by arbitration in Atlanta Georgia, by a single arbitrator appointed jointly in accordance with the

¹ A true and correct copy of the Services Agreement is attached hereto as Exhibit 1.

Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall be knowledgeable in the area of information technology consulting. The arbitrator's award shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction but may only include damages consistent with the limitations in this Agreement.

Services Agreement at § 7.6.

IV. THE ARBITRATION

A. Univabs' Demand for Arbitration and TRG's Counterclaims.

7.

Univabs submitted a Demand for Arbitration on March 9, 2023.² Univabs brought claims for breach of contract, suit on account, and attorneys' fees and litigation expenses.

8.

On May 2, 2023, TRG submitted its Statement of Respondent's Counterclaim.³ TRG denied Univabs' claims in full and asserted counterclaims for conflicting interest transaction, fraud, unjust enrichment, punitive damages, and attorney's fees and litigation expenses.

² A true and correct copy of Univabs' Demand for Arbitration is attached hereto as Exhibit 2.

³ A true and correct copy of TRG's Statement of Respondent's Counterclaim is attached hereto as Exhibit 3.

9.

In a letter dated May 9, 2023, the AAA confirmed the appointment of William Schroder as the sole arbitrator (the “Arbitrator”).⁴

10.

Following the Arbitration Preliminary Hearing, Arbitrator Tribunal Order No. 1 confirmed the scheduling of deadlines for the proceeding.⁵

B. The Parties Engage in Extensive Discovery.

11.

The Parties engaged in an almost eighteen-month long discovery period. During the discovery period, TRG deposed all three of Univabs’ principals twice. Univabs deposed TRG’s two principals as well as a third party.

12.

The prolonged discovery timeline was largely due to a Chapter 7 bankruptcy proceeding filed against TRG, along with the parties’ cross-motions to compel and requests for sanctions. Throughout this period, the Tribunal extended deadlines and ordered both parties to produce supplemental document productions. The Tribunal held both parties’ motions to compel and requests for sanctions under advisement pending the final hearing.

⁴ A true and correct copy of the May 9, 2023 letter is attached hereto as Exhibit 4.

⁵ A true and correct copy of Arbitrator Tribunal Order No. 1 is attached hereto as Exhibit 5.

13.

Arbitrator Tribunal Order No. 14 issued the final schedule for discovery deadlines, pre-hearing filings, and set the final hearing for March 10, 2025, through March 13, 2025.⁶

C. The Final Hearing is Held in Atlanta, Georgia.

14.

The Arbitrator conducted the final hearing in the matter from March 10, 2025, through March 13, 2025, in Atlanta, Georgia. During the four-day hearing, the parties presented the testimony of six live witnesses, including one principal of TRG, two principals of Univabs, TRG's expert witness, and two former employees of TRG. The parties also tendered into evidence over 150 exhibits.

15.

On March 15, 2025, Arbitrator Tribunal Order No. 15 confirmed the parties' and Arbitrator's agreement at the conclusion of the final hearing that affidavits attesting to the amount and reasonableness of requested attorneys' fees and expenses of litigation would be filed by April 2, 2025, with responses to be filed on or before April 7, 2025.⁷ Arbitrator Tribunal Order No. 15 ordered that post-

⁶ A true and correct copy of Arbitrator Tribunal Order No. 14 is attached hereto as Exhibit 6.

⁷ A true and correct copy of Arbitrator Tribunal Order No. 15 is attached hereto as Exhibit 7.

hearing briefs asserting each parties' closing arguments and supporting law would be filed by April 25, 2025.

16.

On April 25, 2025, both parties filed their post-hearing briefing.

D. The Arbitrator Denies TRG's Application to Reopen the Final Hearing and Allow Supplemental Evidence.

17.

On April 25, 2025, TRG's counsel emailed the Arbitrator an Application to Reopen the Final Hearing and Allow Supplemental Evidence to be Submitted. The Tribunal denied TRG's Application via Arbitrator Tribunal Order No. 16 on April 30, 2025, reasoning that the Application was submitted after the final hearing testimony and exhibits submissions concluded on March 13, 2025, and after all parties had confirmed that there was nothing further to submit for the record with the exception of the trial transcript, admitted exhibits, attorneys' fee affidavits and post-hearing briefs.⁸

E. The Arbitrator Issues the Final Award in Favor of Univabs.

18.

The Arbitrator's deliberations were informed by a rich evidentiary record, including a hearing transcript of over 1,100 pages and over 150 exhibits. The

⁸ A true and correct copy of Arbitrator Tribunal Order No. 16 is attached hereto as Exhibit 8.

Arbitrator further had at his disposal voluminous pre- and post-hearing briefing by the parties on every issue that had come up during the course of the case.

19.

On May 24, 2025, the American Arbitration Association transmitted the Arbitrator's Final Award dated May 23, 2025, to the parties.⁹ The Final Award awarded Univabs \$715,262.57 on its breach of contract claim, consisting of \$620,840.57 in principal and \$94,422.00 in pre-arbitration award interest. The Final Award denied all of TRG's counterclaims. The Final Award denied both parties' claim for attorneys' fees and expenses of arbitration. The Final Award denied both parties' requests for sanctions that had been held under advisement from the parties' Cross-Motions to Compel and Motions for Sanctions.

20.

The Arbitrator's Final Award ordered TRG to pay Univabs \$715,262.57 within 30 days from the date of transmittal, being June 23, 2025.

21.

TRG has not paid any sum to Univabs since the transmittal of the Final Award.

22.

Univabs files this motion to confirm the foreign arbitration award.

⁹ A true and correct copy of the Final Award is attached hereto as Exhibit 9.

V. **ARGUMENT**

A. The Court Should Confirm the Final Award Pursuant to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

23.

The Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the “New York Convention”) shall be enforced in United States courts. 9 U.S.C. § 201.

24.

All arbitral awards arising out of commercial relationships fall under the New York Convention, except for those awards that “aris[e] out of . . . a [commercial] relationship which is entirely between citizens of the United States” 9 U.S.C. § 202.

25.

Because the Final Award in this case arose out of a commercial relationship between TRG, a citizen of the United States, and Univabs, a citizen of India, the New York Convention governs it. 9 U.S.C. § 202.

26.

This Court therefore has original jurisdiction over this action to confirm the Final Award pursuant to the New York Convention. 9 U.S.C. § 203.

27.

This Court shall confirm the Final Award unless it finds the existence of one of the grounds for refusal or deferral of recognition or enforcement of the award specified in the New York Convention. 9 U.S.C. § 203.

28.

“The party opposing enforcement of an arbitral award has the burden to prove that one of the seven defenses under the New York Convention applies. The burden is a heavy one, as ‘the showing required to avoid summary confirmance is high.’ Given the strong public policy in favor of international arbitration, review of arbitral awards under the New York Convention is ‘very limited . . . in order to avoid undermining the twin goals of arbitration, namely, settling disputes efficiently and avoiding long and expensive litigation.’” Encyclopaedia Universalis S.A. v. Encyclopaedia Britannica, Inc., 403 F.3d 85, 90 (2d Cir. 2005) (internal citations omitted). Under the New York Convention, the district court’s role is limited, and it must confirm the award unless one of the grounds for refusal specified in the Convention applies to the underlying award. Admart AG v. Stephen & Mary Birch Found., Inc., 457 F.3d 302, 307 (3d Cir. 2006), as amended on reh’g (Sept. 28, 2006).

29.

Here, none of the defenses against enforcement of an award specified in Article V of the New York Convention applies to the Final Award. See Admart

AG, 457 F.3d at 308 (“To carry out the policy favoring enforcement of foreign arbitral awards, courts have strictly applied the Article V defenses and generally view them narrowly.”).

30.

At the time TRG and Univabs signed the Services Agreement, the parties knowingly agreed to submit their disputes to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.¹⁰

31.

The parties agreed that their dispute would be final and binding, and that any judgment on the award may be entered in any court of competent jurisdiction.¹¹

32.

Accordingly, this Court should enter an order confirming the Final Award as a judgment of this Court. 9 U.S.C. § 207.

Respectfully submitted this 15th day of July, 2025.

/s/ Simon H. Bloom

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¹⁰ Exhibit 1, Services Agreement at § 7.6.

¹¹ Id.

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CERTIFICATE OF COMPLIANCE WITH RULE 5.1B

Pursuant to Local Rule 7.1(D), N.D. Ga., I hereby certify that the foregoing pleading has been prepared using one of the font and point selections approved by the Court in Local Rule 5.1B, N.D. Ga. This document was prepared using Times New Roman 14 pt. font.

This 15th day of July, 2025.

/s/ Simon H. Bloom

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