In the

United States Court of Appeals

For the Seventh Circuit

No. 26-1390

INDECK POWER EQUIPMENT COMPANY,

Plaintiff-Appellant,

v.

ASHLEY ENERGY LLC,

Defendant-Appellee.

Appeal from the United States District Court for the
Northern District of Illinois, Eastern Division.
No. 1:21-cv-01353 — **LaShonda A. Hunt**, *Judge*.

ARGUED SEPTEMBER 18, 2026 — DECIDED OCTOBER 27, 2026

Before EASTERBROOK, RIPPLE, and KOLAR, *Circuit Judges*.

RIPPLE, *Circuit Judge*. Indeck Power Equipment Co. ("Indeck") filed this action against Ashley Power LLC ("Ashley"), claiming that Ashley had breached the parties' lease agreement by damaging a boiler leased from Indeck.[1] After

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[1] Ashley had previously filed an action against Indeck in Missouri state court, seeking recission of the lease between Indeck and Ashley. Ashley's claims were dismissed on August 25, 2021, because the lease contained a

discovery, the district court conducted a five-day trial, and the jury returned a verdict for Ashley. In response to specific questions,[2] the jury responded that Indeck had performed its obligations under the contract and that Ashley had breached. But, the jury also responded that Indeck had failed to show that it had sustained damage because of Ashley's breach. Indeck then filed a motion for a new trial, submitting that the jury's verdict was against the manifest weight of the evidence and constituted an impermissible compromise verdict. Indeck also submitted a petition for fees and costs. The district court denied both requests. Indeck then filed this timely appeal.

For the reasons set forth in this opinion, we affirm the judgment of the district court.

I

BACKGROUND

A. Facts

In 2019, Ashley—an energy company servicing the St. Louis, Missouri area—experienced severe flooding in its plant, which caused damage to various equipment and threatened the company's ability to generate heat and steam for its customers. To maintain production, Ashley needed to rent boilers. Therefore, it contacted Indeck, a company which sells and leases boilers and other related equipment.

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forum selection clause designating the federal and state courts of Cook County, Illinois.

[2] *See* Fed. R. Civ. P. 49(b).

Boilers supply steam to industrial and commercial buildings by heating large amounts of water. When water flowing into a boiler contains high quantities of certain minerals—referred to as high total hardness—a boiler will develop scale and cease to function properly. Water treatment trailers filter and soften the water flowing into boilers to avoid this mineral buildup. The American Boiler Manufacturers Association ("ABMA") and American Society of Mechanical Engineers ("ASME") recommend that a boiler take in water with a hardness of 0.3 parts per million or less. Further, they suggest boiler operators check total hardness of feed water three times per day.

In January 2020, Indeck and Ashley executed a lease for a 75,000 pound per hour boiler and related equipment. Specifically, this agreement required Indeck to provide, in part, a "like-new" boiler and a new water treatment trailer. Ashley undertook, among other requirements, to operate and to maintain the equipment consistent with sound boiler industry practices, to follow ABMA operation guidelines, and to pay the cost of all repairs and replacements. The lease also included indemnity and fee-shifting provisions.

Once the equipment arrived in early 2020, Indeck's service technician started the boiler and trained Ashley operators. During this start-up period, the system's flowmeters malfunctioned. Flowmeters measure how much water enters the equipment and are crucial to maintaining proper water hardness. About a week after start-up was complete, Ashley employees continued to notice problems and identified hard water being sent to the boiler. At that point, Indeck's technician instructed Ashley employees to clean the flowmeters.

In April 2020, Ashley returned the boiler. An Indeck salesperson noted that the "rental equipment operated fine" but that he hoped the Indeck team could "learn from these shortcomings and not repeat our mistakes moving forward."[3] Notably, he described the boiler start-up as a "fiasco" and explained that he was unsure if Ashley would be a repeat customer.[4]

Following the return of the boiler, Indeck inspected the equipment and noticed a large amount of scale and debris. On April 14, 2020, Indeck notified Ashley of this situation. Indeck then attempted to clean the tank using hydroblasting techniques but refused to employ detailed chemical cleaning. These efforts proved unsuccessful and, after Ashley refused to help, Indeck filed this action.

B. Proceedings in the District Court[5]

At trial, Indeck sought $3,005,118 for replacement of the boiler, costs, thirty months of continuing rent, storage charges, and interest. The jury heard testimony from executives of both Indeck and Ashley as well as company employees, who described the problematic start-up and the various attempts to clean the boiler. Additionally, the president of Wabash Power Equipment Company ("Wabash") testified that his company had also rented a boiler to Ashley during the same period but that this boiler was not damaged. Further, the parties presented expert testimony concerning

[3] R.192-5 at 1.

[4] *Id.*

[5] The jurisdiction of the district court was predicated on 28 U.S.C. § 1332.

possible causes of boiler scale, available cleaning methods, and the extent to which the Indeck boiler was damaged.

The district court instructed the jury that, to prevail on its allegations, Indeck had to prove: (1) the existence of a valid and enforceable contract; (2) performance by Indeck; (3) material breach by Ashley; and (4) damages to Indeck resulting from Ashley's breach.[6] The instructions continued by specifically describing each of the remaining elements. Of particular note, Instruction No. 17 concerned Indeck's performance and, with respect to Indeck's obligations, required a jury to find, in part, that Indeck delivered a "like-new" boiler and a new water treatment trailer, and that it provided a service technician "to supervise the initial start-up by Ashley's operators and train Ashley's operating personnel."[7] Instruction No. 17 defined "substantially performed" as:

> [T]he honest and faithful performance of the contract in its material and substantial parts, with no willful departure from, or omission of, the essential elements of the contract. Indeck satisfied this standard if its performance did not defeat the objectives of the parties in making the agreement.[8]

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[6] The parties agreed that the lease was a valid and enforceable contract.

[7] R.188 at 17.

[8] *Id.*

Instruction No. 18 addressed Ashley's alleged breach and described seven distinct obligations Ashley needed to meet. The instructions specified that Ashley was required to:

> [O]perate and store the boiler and/or the trailer in a careful and proper manner; promptly notify Indeck if the equipment required any maintenance or repair; return the boiler and the trailer in the same condition as when received from Indeck, ordinary wear and tear excepted; use only duly trained and qualified operators to operate and maintain the boiler and/or the trailer consistent with customary and sound boiler industry practice; maintain ABMA boiler water guidelines during boiler operation, hot stand-by or layup conditions; pay Indeck the cost of all repairs and replacement parts regardless of the cause or type of damage or wear, other than those resulting from ordinary wear and tear; and pay Indeck continued rental payments under the contract until such time as the boiler and/or the trailer was repaired or replaced.[9]

The Instruction went on to note that "Ashley claims it did not breach the contract because it properly operated and maintained the boiler and trailer and, notwithstanding Ashley's own contract obligations and agreement, any damage to the boiler was a result of Indeck failing to perform its contractual obligation."[10]

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[9] *Id.* at 18.

[10] *Id.*

Finally, Instruction No. 19 addressed whether Indeck was damaged by Ashley's breach:

> If you find in favor of Indeck, you must then decide how much money, if any, would fairly compensate Indeck for Ashley's breach of contract. Indeck has the burden of proving, by a preponderance of the evidence, each element of damages claimed and that the damages occurred as a direct and natural result of Ashley's breach. In calculating Indeck's damages, you should determine that sum of money that will put Indeck in as good a position as it would have been in if both Indeck and Ashley had performed all of their promises under the contract.[11]

The jury returned its verdict a few hours after close of arguments. It found that Indeck performed its obligations under the contract ("Verdict Question 1A") and that Ashley breached ("Verdict Question 1B"). However, it failed to find sufficient evidence that Indeck sustained damage as a result of Ashley's breach ("Verdict Question 1C").[12]

Indeck then filed a motion for new trial, arguing that the verdict was a compromise verdict and against the manifest weight of the evidence. The district court denied the motion, characterizing Indeck's position as "untenable" and noting that "a finding that Plaintiff performed under the contract … does not necessarily mean that the jury also found that any

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[11] *Id.* at 19.

[12] R.193.

damage was caused by Defendant or even constituted damage beyond normal wear and tear."[13] The court then offered "several rational explanations for the jury's determination."[14] It suggested the jury may have found Indeck "simply did not prove that any damage 'occurred as a direct and natural result of [Ashley's] breach.'"[15] It noted that there was sufficient evidence that problems with flowmeters during the boiler start-up, and the decisions of Indeck's technician, caused the damage.[16] The court also identified sufficient evidence to support a conclusion that any scale buildup "did not constitute damage at all and/or was considered normal wear and tear."[17]

Indeck also filed a petition for attorneys' and experts' fees and costs, asking for approximately $1,122,879. It submitted that the language of the lease's fee provision allowed for a recovery of attorneys' fees because the jury had found that Ashley breached. The district court disagreed, recognizing that Indeck did not establish to the jury's satisfaction the most significant element of its cause of action and consequently was awarded no damages. The court also noted that Indeck presented no case law involving "a non-prevailing party obtaining an award of fees and costs after having lost at trial."[18]

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[13] R.220 at 23.

[14] *Id.* at 25.

[15] *Id.*

[16] *Id.*

[17] *Id.* at 26.

[18] *Id.* at 32.

Indeck timely filed this appeal, challenging the denial of its motion for a new trial and the petition for fees and costs.[19]

II

DISCUSSION

A

We begin our consideration of Indeck's position by setting forth the basic principles that must guide our analysis. "As a rule civil juries must return consistent verdicts." *Deloughery v. City of Chicago*, 422 F.3d 611, 617 (7th Cir. 2005) (quoting *Will v. Comprehensive Acct. Corp.*, 776 F.2d 665, 676 (7th Cir. 1985)). "We recognize that when jury verdicts are logically incompatible, thereby indicating that the jury was confused or abused its power, the district court errs when it fails to order a new trial." *Stone v. City of Chicago*, 738 F.2d 896, 899 (7th Cir. 1984); *see also* Fed. R. Civ. P. 49(b), 59(a)(1)(A). That said, "[a] new trial based on inconsistent verdicts is warranted only when a jury's verdict cannot be reconciled with the evidence at trial." *Fox v. Hayes*, 600 F.3d 819, 844 (7th Cir. 2010). Indeed, "[a]ny plausible explanation for the verdict precludes reversal." *Id.*

Also, "[a] new trial is appropriate if the jury's verdict is against the manifest weight of the evidence or if the trial was in some way unfair to the moving party." *Martinez v. City of Chicago*, 900 F.3d 838, 844 (7th Cir. 2018) (citation and quotations omitted). This principle sets a high bar because "it is uniquely the function of the jury to sift through conflicting evidence, and on appellate review this court will not reweigh evidence as long as there is a reasonable basis on record to support the jury's verdict." *Stone*, 738 F.2d at 900; *see also*

[19] Our jurisdiction is predicated on 28 U.S.C. § 1291.

Latino v. Kaizer, 58 F.3d 310, 316 (7th Cir. 1995) ("The jury's verdict could only be disturbed under the narrowest of circumstances[.]").

Here, the district court denied Indeck's motion for a new trial because it could discern multiple plausible explanations for the jury's verdict. We may reverse that determination "only upon a showing that the district court abused its discretion." *Am. Nat'l Bank & Tr. Co. of Chicago v. Reg'l Transp. Auth.*, 125 F.3d 420, 431 (7th Cir. 1997) (citation omitted) (noting that, in the context of an appeal based on an allegedly inconsistent verdict, the abuse of discretion standard is a "heavy burden" for an appellant); *see also Outboard Marine Corp. v. Babcock Indus., Inc.*, 106 F.3d 182, 186 (7th Cir. 1997) ("The trial judge did not consider the verdict unreasonable, and he had the advantage over us of having heard the evidence at first hand and observed the jury. His judgment is therefore entitled to considerable deference.").

In its analysis, the district court identified two rationales which, in its view, could explain the jury's verdict. First, the court determined that the verdict was consistent because the jury could have found that Ashley did not *cause* any damage. Second, it concluded that there was sufficient evidence for the jury to find that the boiler was *not damaged* beyond ordinary wear and tear. We agree that both rationales are supported by sufficient evidence and are consistent with the jury's other findings and will now discuss each in turn.

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Addressing the first of these rationales, the district court determined that a jury could have found that Ashley did not *cause* damage to the boiler.[20] As the court explained:

> The jury could have found that Plaintiff did, in fact, provide such equipment, but that it contained defective components (i.e., flowmeter) that caused any damage. Similarly, the jury could have found that Plaintiff provided a technician to supervise start-up and train Defendant's personnel, but that the technician also did things that caused any damage.[21]

Indeck contests this determination, submitting that because the jury found that Indeck fully performed its obligations, the district court's rationale was not possible.

We agree with the district court. On the record before it, the jury was entitled to find that Indeck had provided a like-new boiler, a new water treatment system, and a service technician. At the same time, it also could have found Indeck's own technical missteps during start-up caused damage to its boiler.

The jury heard evidence that the boiler fully performed and that "there was no material change in boiler performance" while in use.[22] Further, Indeck provided a service

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[20] R.220 at 25 (this finding is "not inconsistent with the jury's finding that Plaintiff performed its obligation under the contract.").

[21] *Id.*

[22] *See* R.237 at 1075:25–1076:21; *see also* R.192-5 at 1 (noting that after start-up, the "rental equipment operated fine").

technician who helped Ashley start up its boiler. These facts support the jury's finding, consonant with Instruction No. 17, that Indeck substantially performed its contractual obligations. That said, the record also contains enough evidence to support a finding that Indeck caused its own damage. First, evidence showed there were problems with the system's flowmeters, which impacted the accuracy of water hardness readings. Indeed, a senior engineer at Indeck opined that it would have been "unethical" to rent the boiler had he known about these defects.[23] And Indeck's expert recognized that any damage to the boiler likely occurred during the early stages of the lease when the flowmeter defects were identified. Ashley also presented evidence that Indeck's service technician had failed to relay immediately to Indeck his concerns about the flowmeters. Moreover, emails between Indeck employees described the start up as a "fiasco" and noted that "the overall results were underwhelming."[24] Given the evidence of system issues during the boiler's start-up, along with testimony that the boiler fully performed, a jury could reasonably conclude that Indeck performed its obligations yet caused its own damage.

This explanation also squares with the jury's determination that, in accord with Instruction No. 18, Ashley breached its obligations. The record supports a jury finding that Ashley breached at least one of its seven possible obligations because not all necessitated a finding that Ashley had caused damage to the boiler. For example, the jury could have found that Ashley failed to "maintain ABMA boiler water guidelines during

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[23] *See* R.236 at 689:16–691:22.

[24] *See* R.192-5 at 1.

boiler operation."[25] Although Indeck presented evidence that Ashley failed to follow guidelines, the jury saw no evidence that this failure would necessarily require a finding that Ashley caused damage.

Indeck counters that the district court's theory is not plausible because the case was presented to the jury as a binary choice: Either Indeck breached and caused damage, or Ashley breached and caused damage.[26] Indeck invites our attention to the language of the jury instructions to support this view.[27] Further, review of opening and closing arguments shows that counsel for Ashley did present the flowmeter issues as evidence that Indeck did not perform.

The jury was not precluded from evaluating the evidence of record as it did. At bottom, its task was to evaluate all the evidence submitted by the parties. It had to choose among the competing inferences and the one it chose was certainly rational in light of the evidence presented. We evaluate a jury

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[25] R.188 at 18.

[26] Indeck relies on *Matthews v. Wis. Energy Corp.*, 642 F.3d 565 (7th Cir. 2011), for the contention that "[j]ury instructions are considered 'both in the context of the other instructions given and in light of the allegations of the complaint, opening and closing arguments and the evidence of record.'" *Id.* at 571 (citation and quotations omitted). But this case did not consider whether a verdict was irreconcilably inconsistent. Rather, the court in *Matthews* considered whether the district court gave proper jury instructions. *Id.*

[27] *See* R.188 at 18 (Jury Instruction No. 18 notes that "Ashley claims it did not breach the contract because it properly operated and maintained the boiler and trailer and, notwithstanding Ashley's own contract obligations and agreement, any damage to the boiler was a result of Indeck failing to perform its contractual obligation.").

verdict "against the evidence, rather than against the likelihood that the jury arrived at the verdict by the 'rational' process that a judge would employ." *Outboard*, 106 F.3d at 186. And "[a]ny plausible explanation for the verdict precludes reversal." *Fox*, 600 F.3d at 844. Because the evidence of record supports the conclusion that system defects caused the damage, the district court did not abuse its discretion in accepting it as a basis for its ruling.

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The district court also identified a second plausible explanation: that Indeck "simply did not sustain any damage from [Ashley's] breach."[28] Indeck claims that this rationale was not possible because the manifest weight of the evidence shows that Indeck suffered at least "some" damage.

The district court certainly did not abuse its discretion in choosing this alternate basis.[29] As the district court noted, Ashley presented "compelling evidence" regarding the boiler from Wabash.[30] This evidence concerned a similar boiler which was used at the same time and with the same water as Indeck's boiler. Wabash's president explained that the

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[28] R.220 at 25.

[29] It is not uncommon for a jury to find a breach, but no damages. *See, e.g.*, *Prime Choice Servs., Inc. v. Schneider Logistics Transloading & Distrib., Inc.*, 861 F.3d 633, 635 (7th Cir. 2017) ("[A] rational jury could find that a zero damages award would … fairly compensate" the Plaintiff); *TAS Distrib. Co. v. Cummins Engine Co.*, 491 F.3d 625, 631 (7th Cir. 2007) ("Merely showing that a contract has been breached without demonstrating actual damage does not suffice, under Illinois law, to state a claim for breach of contract.").

[30] R.220 at 26.

Wabash boiler was not damaged beyond ordinary wear and tear. He further noted that it was cleaned using a $2,500 inspection fee assessed on all boiler orders. The jury also saw comparison images of the Wabash boiler and Indeck boiler after they were used at the plant at the same time. And the evidence confirmed that the Wabash boiler was also dirty. The jury could have reviewed this evidence and concluded that the Indeck boiler could easily have been cleaned in the same way the Wabash boiler was cleaned. And it could have found that such expense would only constitute ordinary wear and tear.

The jury also may have relied on the testimony of Ashley's expert, who found there was "no material change in boiler performance" and noted that the condition of the boiler tubes "would not have likely affected the performance of the boiler."[31] Further, the jury could have considered a report finding that there was no metallurgical degradation in the boiler tubes. Even if the jury determined some cleaning would be required, they were entitled to find that such cleaning was minimal and comparable to the cost of cleaning the Wabash boiler.

Admittedly, there was significant evidence that Indeck's boiler suffered damage beyond ordinary wear and tear. Ashley's expert testified that it would cost between $70,000 and $100,000 Canadian dollars (approximately $50,000 U.S.) to clean the boiler. And during closing statements, Ashley's counsel noted that "if you're evaluating damages in this case, which I would submit you shouldn't get there, the total amount of damages that Indeck incurred should have been

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[31] *See* R.237 at 1075:25–1076:21.

$50,000. That's what it would have taken to clean it."[32] Further, Indeck challenges the strength of the Wabash boiler testimony, attacking the witness's credibility and the usefulness of this evidence. But, "this court will not reweigh evidence as long as there is a reasonable basis on record to support the jury's verdict." *Stone*, 738 F.2d at 900. Although it is true the jury saw sufficient evidence to show Indeck suffered some damage, there also was evidence that the boiler had not been damaged beyond ordinary wear and tear. Indeck's attempt to relitigate its case on appeal does nothing to change these facts. *See Prime Choice Servs., Inc. v. Schneider Logistics Transloading & Distrib., Inc.*, 861 F.3d 633, 635 (7th Cir. 2017) ("[T]o put it more bluntly, the jury could find that [Plaintiff] deserved no more.").

The district court did not abuse its discretion by recognizing that there were multiple plausible explanations for the jury's verdict.

B

Indeck next contends that the district court abused its discretion by denying its petition for $1,122,879 in attorneys' and experts' fees and costs incurred in connection with obtaining dismissal of Ashley's action in Missouri, dismissal of Ashley's counterclaims in this action, and the jury's verdict finding that Ashley breached the lease.

Illinois courts follow the American rule: "[A]bsent a statute or contractual provision, a successful litigant must bear the burden of his or her own attorney's fees." *Fednav Int'l Ltd. v. Cont'l Ins. Co.*, 624 F.3d 834, 839 (7th Cir. 2010). But where

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[32] *See* R.237 at 1227:14–20.

the parties agree to a contractual fee-shifting provision, such a provision must be enforced "strictly." *See Bright Horizons Children's Ctrs., LLC v. Riverway Midwest II, LLC*, 403 Ill. App. 3d 234, 254 (2010). If such a provision is ambiguous, Illinois courts seem to rely on the basic maxim "that attorney fees may only be awarded to a prevailing party." *Powers v. Rockford Stop-N-Go, Inc.*, 326 Ill. App. 3d 511, 516 (2001); *see also Bank of Am., N.A. v. Oberman, Tivoli & Pickert, Inc.*, 12 F. Supp. 3d 1092, 1101 (N.D. Ill. 2014) (recognizing that under Illinois law "it would be unreasonable for the Court to award attorneys' fees to a non-prevailing party").

Indeck certainly is not a prevailing party in the traditional sense. It did not prevail on any significant issue in this matter. Indeed, beyond litigation expenses, the jury's verdict "did little more than maintain the status quo." *Powers*, 326 Ill. App. 3d at 518. As the district court observed, "although [Indeck] obtained dismissal of [Ashley's] original action in Missouri and the counterclaims in this case, [Indeck] ultimately did not succeed on the merits of its breach of contract claim."[33]

Indeck nevertheless contends that the district court abused its discretion because it failed to focus on, and strictly construe, the particular language of the lease's fee-shifting provision. In Indeck's view, that provision redefines what it

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[33] R.220 at 33. *See Raffel v. Medallion Kitchens of Minn., Inc.*, 139 F.3d 1142, 1147 (7th Cir. 1998) (holding that a "party can be considered a 'prevailing party' for the purposes of awarding fees when he is successful on any significant issue in the action and achieves some benefit in bringing suit"); *see also Powers v. Rockford Stop-N-Go, Inc.*, 326 Ill. App. 3d 511, 517–18 (2001) ("[T]his issue was not significant relative to either the value of the remaining claims, their complexity, or the time devoted to the other issues at trial.").

means to "prevail" under the contract. Specifically, Indeck submits that Section 17 allows for an award of attorneys' fees whenever a "breach" is proven. That Section recites that "Lessee further agrees that upon a *default or breach*" the lessee shall pay reasonable attorneys' fees incurred "with respect to the repossession of the Equipment, enforcement, *litigation or breach* of this Lease."[34] Section 17 does not define "breach," and Indeck argues that we "must give the contractual language its common and generally accepted meaning." *See Bank of Am.*, 12 F. Supp. 3d at 1103. Indeck also invites our attention to the dictionary definition of "breach" and notes that Section 17 specifically differentiates between "litigation" and "breach," indicating that "breach" must mean something different from "litigation." *See J.B. Esker & Sons, Inc. v. Cle-Pa's P'ship*, 325 Ill. App. 3d 276, 285 (2001) ("Contract terms and clauses should not be disregarded as surplusage, as it is presumed that language is not employed idly.").

We believe Ashley's counter argument is more persuasive. Ashley replies that Section 17 explicitly requires attorneys' fees be "reasonable."[35] And, when assessing reasonableness, "the degree of success obtained" is "the most critical factor." *See Farrar v. Hobby*, 506 U.S. 103, 114 (1992). Further, Ashley submits that "associated words in a list should be assigned a permissible meaning that makes them similar." *Gibson v. Chubb Nat'l Ins. Co.*, 182 F.4th 519, 528 (7th Cir. 2026) (citation and quotations omitted). "Breach" is listed with "enforcement," "repossession," and "litigation." These terms each "describe a lessor vindicating its remedies against a default

[34] R.194-2 at 4 (emphasis added).

[35] *Id.*

lessee."[36] Such vindication is impossible where the lessor fails to prove all elements of its claim. Therefore, because Indeck has failed to prove damages, the fee-shifting provision does not apply.

Indeck also points to Section 13's indemnification language to support its claim to attorneys' fees. Section 13 requires Ashley to indemnify Indeck for "any and all loss or damage caused by or to the Equipment" and "any and all claims, cost, expenses (including attorneys' and experts' fees) … arising from or related to this Lease[.]"[37] This provision simply does not bear the weight that Indeck asks it to bear. Indeck has failed to overcome the presumption in *Powers* that the usual prevailing party rule cannot be easily abrogated. Absent a showing of extraordinary circumstances, "it is a simple matter of contract interpretation (and common sense) that a non-prevailing party would not be entitled to fees[.]" *Blue Book Servs. Inc. v. Amerihua Produce*, 337 F. Supp. 3d 802, 810 (N.D. Ill. 2018).

In short, Indeck has identified no case law nor any textual provisions which support its remarkable argument that it should be awarded over a million dollars in fees after losing at trial. The district court did not abuse its discretion.

Conclusion

The judgment of the district court is affirmed.

AFFIRMED

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[36] *See* Appellee's Br. 36.

[37] R.194-2 at 3.