



MIAMI BEACH

OFFICE OF THE CITY ATTORNEY

## LETTER TO COMMISSION

331-2015

TO: Mayor Philip Levine and Members of the City Commission

FROM: Raul J. Aguila, City Attorney 

DATE: August 20, 2015

SUBJECT: *The City of Miami Beach, Florida v.  
Hargreaves Associates, Inc., et al.*  
Case No. 10-61979 CA 40

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As an update to the May 4, 2015 Letter to Commission, attached is the Amended Final Judgment.

The Court entered judgment in favor of the City and awarded the City \$2,010,972.52 in damages as follows:

1. As to Defendant, Hargreaves Associates, Inc., the amount of \$1,102,581.00 in compensatory damages, and \$447,933.35 in prejudgment interest, for a total amount of \$1,550,514.35; and
2. As to Defendants, Magnum Construction Management Corp., d/b/a MCM Corp., and Travelers Casualty and Surety Company of America, the amount of \$376,456.00 in compensatory damages, and \$84,002.17 in prejudgment interest, for a total amount of \$460,458.17.

This amount is in addition to the prior settlement amounts received in the amount of \$1,919,866.66.

Attachment.

RJA/SHR/ag

IN THE CIRCUIT COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT, IN  
AND FOR MIAMI-DADE COUNTY,  
FLORIDA

THE CITY OF MIAMI BEACH, FLORIDA

COMPLEX BUSINESS LITIGATION

Plaintiff,

CASE NO.: 10-61979 CA 40

v.

HARGREAVES ASSOCIATES, INCORPORATED,  
WILLIAM LANE ARCHITECT, INC., WILLIAM  
LANE, SAVINO & MILLER DESIGN STUDIO, P.A.,  
DAN EUSER WATERARCHITECTURE, INC.,  
KENNETH DIDONATO, INC., KENNETH  
DIDONATO, LAM PARTNERS, INC., WILLIAM A.  
ABARCA, P.E., PLAY.SITE.ARCHITECTURE, INC.,  
JOANNE HIROMURA, JOHNSON, AVEDANO,  
LOPEZ, RODRIGUEZ & WALEWSKI ENGINEERING  
GROUP, INC., HORACIO A. RODRIGUEZ, P.E., AND  
MAGNUM CONSTRUCTION MANAGEMENT  
CORPORATION D/B/A MCM CORP. AND/OR  
MCM, AND TRAVELERS SURETY & CASUALTY  
COMPANY OF AMERICA,

Defendants.

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**AMENDED FINAL JUDGMENT<sup>1</sup>**

**THIS ACTION** was tried non-jury before the Court. On the evidence presented, and in accordance with the Findings of Fact and Conclusions of Law contained in the Verdict Following Non-Jury Trial by the Court dated April 30, 2015, as revised by the Order on Amendment to Verdict dated August 3, 2015, the Court hereby Amends the Final Judgment dated August 10, 2015 to correct scrivener's errors, and it is

ORDERED and ADJUDGED that:

1. As to Count I (Breach of Contract), Count II (Negligence), and Count III (Negligence per se) of the Second Amended Complaint, Final Judgment is hereby entered in

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<sup>1</sup> Amended to correct scrivener's errors.

favor of Plaintiff, THE CITY OF MIAMI BEACH, FLORIDA, and against Defendant HARGREAVES ASSOCIATES, INC., in the amount of One Million, One Hundred Two Thousand, Five Hundred Eighty One (\$1,102,581.00) Dollars in compensatory damages, and Four Hundred Forty Seven Thousand, Nine Hundred Thirty Three and 35/100 (\$447,933.35) Dollars<sup>2</sup> in prejudgment interest, for a total of One Million Five Hundred Fifty Thousand, Five Hundred Fourteen and 35/100 (\$1,550,514.35) Dollars which amount shall bear interest at the legal rate, for which sum let execution issue.

2. As to Count XVIII (Breach of Contract); Count XIX (Breach of Warranty) and Count XX (Breach of Performance as to Travelers Casualty and Surety Company of America) of the Second Amended Complaint, Final Judgment is hereby entered in favor Plaintiff, THE CITY OF MIAMI BEACH, FLORIDA and against Defendants MAGNUM CONSTRUCTION MANAGEMENT CORP., D/B/A MCM CORP. (Counts XVIII and XIX) and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (Count XX) in the amount of Three Hundred Seventy Six thousand Four Hundred Fifty Six (\$376,456.00) Dollars for compensatory damages, and Eighty Four Thousand Two and 17/100 (\$84,002.17)<sup>3</sup> in prejudgment interest for a total amount of Four Hundred Sixty Thousand, Four Hundred Fifty Eight and 17/100 (\$460,458.17) which amount shall bear interest at the legal rate, for which sum let execution issue.

3. The Court finds in favor of Plaintiff, THE CITY OF MIAMI BEACH, FLORIDA, and against Defendant HARGREAVES ASSOCIATES, INC., on its Counterclaim against THE CITY OF MIAMI BEACH, FLORIDA, and therefore, dismisses the same with

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<sup>2</sup> \$1,102,581 x .01644% x 245 days through 9/30/11 or \$44,409.75; plus \$1,102,581 x .0129781% x 1409 days through 8/10/15 or \$201,619.54 for total interest through 8/10/15 of \$447,933.35.

<sup>3</sup> \$376,456 x .01644% x 245 days through 9/30/11 or \$15,162.89; plus \$376,456.00 x .0129781% x 1409 days through 8/10/15 or \$68,839.28 for total interest through 8/10/15 of \$84,002.17.

prejudice. HARGREAVES ASSOCIATES, INC., shall take nothing by this action and THE CITY OF MIAMI BEACH, FLORIDA shall go hence without day.

4. The Court reserves jurisdiction to address motions for attorney's fees and taxable costs upon proper motion and notice.

5. This Order is entered NUNC PRO TUNC to August 10, 2015.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida, on 08/20/15.

  
JOHN W. THORNTON  
CIRCUIT COURT JUDGE

**FINAL ORDERS AS TO ALL PARTIES**  
**SRS DISPOSITION NUMBER 12**  
THE COURT DISMISSES THIS CASE AGAINST  
ANY PARTY NOT LISTED IN THIS FINAL ORDER  
OR PREVIOUS ORDER(S). THIS CASE IS CLOSED  
AS TO ALL PARTIES.  
Judge's Initials JWT

The parties served with this Order are indicated in the accompanying 11th Circuit email confirmation which includes all emails provided by the submitter. The movant shall IMMEDIATELY serve a true and correct copy of this Order, by mail, facsimile, email or hand-delivery, to all parties/counsel of record for whom service is not indicated by the accompanying 11th Circuit confirmation, and file proof of service with the Clerk of Court.

Signed and stamped original Order sent to court file by Judge Thornton's staff.

Copies to:

mah@lydeckerdiaz.com;msc@lydeckerdiaz.com;Alfred@armaslaw.com;aaz5@aol.com;bhingston@welbaum.com;lthurswell@welbaum.com