



Legislation Details (With Text)

**File #:** 150163.      **Version:** 1      **Name:**

**Type:** Staff Recommendation      **Status:** Passed

**File created:** 7/16/2015      **In control:** City Attorney

**On agenda:** 8/6/2015      **Final action:** 8/6/2015

**Title:** LANARD ISAAC, INDIVIDUALLY VS. DUVAL AUTOMOTIVE GAINESVILLE, LLC D/B/A MERCEDES-BENZ OF GAINESVILLE VS. CITY OF GAINESVILLE; EIGHTH JUDICIAL CIRCUIT, CASE NO. 2015-CA-1159 (B)

**Sponsors:** City Attorney

**Indexes:**

**Code sections:**

**Attachments:** 1. 150163\_Duval Automotive Consent\_20150806.pdf

Date	Ver.	Action By	Action	Result
8/6/2015	1	City Commission	Approved as Recommended	

**LANARD ISAAC, INDIVIDUALLY VS. DUVAL AUTOMOTIVE GAINESVILLE, LLC D/B/A MERCEDES-BENZ OF GAINESVILLE VS. CITY OF GAINESVILLE; EIGHTH JUDICIAL CIRCUIT, CASE NO. 2015-CA-1159 (B)**

The City Commission authorize the City Attorney to represent the City in the case styled Lanard Isaac, Individually vs. Duval Automotive Gainesville, LLC d/b/a Mercedes-Benz of Gainesville vs. City of Gainesville; Eighth Judicial Circuit, Case No. 2015-CA-1159.

On March 27, 2015, Plaintiff Lanard Isaac sued Duval Automotive Gainesville, LLC d/b/a Mercedes-Benz of Gainesville for breach of contract. Mr. Isaac claimed that on November 8, 2014, he was a participant in a golf tournament hosted by the Twenty Pearls Foundation, Inc. that was held at Ironwood Golf Course. The golf tournament featured various "prize holes", including a hole-in-one hole in which a golfer could win a Mercedes-Benz CLA 250 courtesy of Duval Automotive Gainesville, LLC. Mr. Isaac claims to have hit a hole-in-one on hole 6, and that hole 6 was set up as the designated Mercedes-Benz prize hole. Duval Automotive, however, refused to award the car, arguing that its sponsored hole should have been set up at hole 4 rather than hole 6, and that it only procured insurance for a hole-in-one prize at hole 4.

On July 14, 2015, the City was served with a Summons and Third-Party Complaint filed by Duval Automotive Gainesville, LLC d/b/a Mercedes-Benz of Gainesville in the above-referenced lawsuit. Duval Automotive is seeking indemnification arising out of a breach of express and/or implied contractual obligations, with damages in excess of \$15,000.00. Duval Automotive has asserted this lawsuit against the City despite the fact that the City did not enter into any contract with Duval Automotive, Duval Automotive's insurance carrier, or Mr. Isaac. At no time did the City undertake any contractual obligations to ensure that Duval Automotive's prize hole was set up in accordance with Duval Automotive's insurance coverage.