

FLORIDA

DISMISSAL OF ALL CLAIMS



**LUKS, SANTANIELLO
PETRILLO, COHEN & PETERFRIEND**
— OUR VERDICTS TELL THE STORY —

Partners G. John Veith, Esq., and C. Eric Bearden, Esq., obtained a favorable result in a contract liability matter styled Jax Dirtworks, Inc. v. McKim & Creed, Inc. and Equix Energy Services, LLC in the Circuit Court of St. Johns County, Florida. We represented co-defendant Equix Energy Services, LLC. Plaintiff asked the jury for the full invoiced price--\$290,269.82—for its repair of a high-pressure underground water main and surrounding improvements performed during the Christmas and New Year’s season of 2020-2021. The jury returned a verdict for all requested damages for the Plaintiff, but only after plaintiff dismissed its claims against Equix—the horizontal directional drilling contractor—at the close of all evidence and after closing arguments.

Plaintiff alleged that it was contacted to repair the underground water main on December 21, 2020, after the main was damaged during directional drilling operations in St. Johns County, Florida. The issue for the Jury’s consideration was not fault for the water main strike, but rather which of the co-defendants had entered into contract with Plaintiff for the repairs, and whether either or both defendants were unjustly enriched by Plaintiff’s repair of the water main and remediation of damage to the surrounding roadway and curb systems. During closing, Mr. Veith reminded the jury that all of the co-defendant’s communications and actions indicated its intent and acquiescence to enter into a contract for emergent repairs with Plaintiff, but that, only after its receipt of Plaintiff’s repair invoice, the co-defendant denied its intent to contract with Plaintiff, and argued that Equix bore responsibility for payment of the repair costs. After Mr. Veith’s closing, Plaintiff’s counsel—in open court—dismissed all claims versus Equix, and Equix was therefore removed from the verdict form. Hence, the question of whether Equix was unjustly enriched by Plaintiff’s emergent repairs performed during the holiday season was removed from the verdict form prior to jury deliberations.



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