

**CASE INFORMATION SHEET
FLORIDA LEGAL PERIODICALS, INC.
P.O. Box 3370, Tallahassee, FL 32315-3730
(904) 224-6649/(800) 446-2998 * FAX (850) 222-6266**

COUNTY AND COURT:

Hillsborough County Circuit Court

NAME OF CASE:

Hummer Limo, Inc. v. Tampa Bay Arena, L.P.

PLAINTIFF(S) ATTORNEY(S)/TRIAL COUNSEL:

T. Edmund Spinks, Esquire
Anita A. DiGiacomo, Esquire
POWELL & ESPAT
304 S. Plant Avenue
Tampa, Florida 33606

DEFENDANT(S) ATTORNEY(S)/TRIAL COUNSEL:

Bryan R. Snyder, Esquire
Rissman, Barrett, Hurt, Donahue & McLain, P.A.
1 North Dale Mabry Highway, 11th Floor
Tampa, Florida 33609

Danna Haydar, Esquire
Associate General Counsel
Tampa Bay Lightning and Amalie Arena
401 Channelside Drive
Tampa, Florida 33602

AGE/SEX OF PLAINTIFF:

N/A (Plaintiff was a corporate entity)

CAUSE OF INJURY/DAMAGES:

The plaintiff alleged that it entered into an oral contract with the defendant to exchange limousine services for premium tickets to events at the Tampa Bay Times Forum (n/k/a the Amalie Arena). The plaintiff alleged that it was solicited by two former employees of the defendant to exchange an equal number of limousine rides for tickets to an equal number of events, and that those two former employees were acting within the course and

scope of their actual or apparent agency on behalf of the defendant in offering this deal which the plaintiff accepted.

The evidence at trial showed that over the course of approximately three years, the plaintiff provided limousine services to the defendant's two former employees on 28 occasions, which included a number of times where other employees of the defendant were in the limousines as well. The evidence also showed that the defendant's two former employees provided tickets to the plaintiff to 21 events at the Arena. The plaintiff sought damages for the value of the limousine rides provided in excess of the number of events for which tickets were provided.

Both of the defendant's former employees testified at trial (one via deposition testimony) that there was never an agreement to exchange limousine services for premium tickets, and that they never utilized the plaintiff's limousine services for any Arena-related business purpose. Both former employees testified that every limousine ride was strictly personal in nature, and that the tickets they provided to the plaintiff were their own personal tickets that they had purchased.

NATURE OF INJURY/DAMAGES:

Plaintiff sought damages for the value of the limousine rides provided in excess of the number of events for which tickets were provided. In closing argument, plaintiff asked for \$21,404 in damages.

PLAINTIFF'S EXPERT WITNESSES:

N/A

DEFENDANT'S EXPERT WITNESSES:

N/A

VERDICT: Defense verdict. The jury found that the defendant's two former employees were not acting as agents of the defendant with regard to any exchange of limousine services for tickets to events.

DATE OF VERDICT: Wednesday, September 17, 2014

JUDGMENT: Judgment pending

DATE OF JUDGMENT: N/A

DEFENDANT'S OFFER: Confidential

PLAINTIFF'S LAST DEMAND: \$21,404

ATTORNEY COMMENTS:

The jury deliberated 2 hours, 45 minutes before returning a defense verdict.

The defendant moved for a directed verdict on a number of issues, but the trial court was particularly concerned about the defendant's statute of frauds defense. The defense argued that in light of the plaintiff's testimony that this agreement was intended to last more than one year, plaintiff's claim for breach of an oral contract was barred by the statute of frauds. The defense further argued that the doctrine of partial performance did not remove the plaintiff's claim from the purview of the statute of frauds because that doctrine is inapplicable to a services contract.

The trial court reserved ruling on defendant's motion for directed verdict, which ultimately became moot in light of the jury's defense verdict.

Submitted By: Bryan R. Snyder, Esq.

Date: September 22, 2014

**Firm: Rissman, Barrett, Hurt,
Donahue & McLain, P.A.**

**Address: 1 North Dale Mabry Highway
11th Floor
Tampa, FL 33609**

Telephone: (813) 221-3114

Fax: (813) 221-3033