

**From:** [Robert J. Hauser](#)  
**To:** [Harry Dorvilier](#)  
**Cc:** [Charlie Bennardini](#)  
**Subject:** Personal and Confidential - Lauderdale City Ordinance  
**Date:** Wednesday, August 14, 2019 10:40:00 AM  
**Attachments:** [letter to Harry Dorvilier 7-24-19.pdf](#)  
[image001.png](#)  
[image002.png](#)

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**Confidential / Work Product / Privileged**

Dear Harry,

I have reviewed the city Ordinance that Charlie pulled from the City of Lauderdale. The important language is here:

1. **Prohibited use; amortization. A correctional and judicial facility shall be a prohibited use; however, any existing correctional or judicial facility within the Community Commercial, General Commercial or Community Facility zoning districts may continue to operate as a legal non-conforming use until August 31, 2015. Thereafter, the land use shall cease and be abandoned.**

It is clear to Charlie, and now to me, that the city ordinance did not require the Sheriff to pull out of your building in 2014.

According to Charlie, the leases ended on August 15, 2015, and that is the date that the same use was already permitted by the City from 2009 forward.

So if the Sheriff pulled out of your building, it wasn't directly or immediately because of the ordinance. The Ordinance prevented the Sheriff from renewing in 2015, but that is a different issue. The Sheriff got into a dispute with you and was never going to renew the lease in 2015.

Under the Florida Rules of Professional Responsibility, Charlie is not permitted to pursue a claim that he now knows is based on incorrect information.

We now know that the City ordinance would have permitted the Sheriff to remain as late as August 31, 2015, and your attorney ethically cannot present contrary information to the trial court.

Accordingly, Charlie needs to amend the complaint or drop the claims that relate to the Ordinance, even if those claims have fee-shifting consequences.

Charlie says the purchase-and-sale contract had a fee-shifting contract, so the ultimate winner of this LMI lawsuit will end up with a fee and cost judgment against the loser.

Whether you continue to pursue some other claim relating to the condition of the building is up to you; it is a strategy decision only you can make.

Both Charlie and I feel that your previous claims relating to the roof and HVAC are weak and vulnerable to another summary judgment, because of the 'as is' clause in the purchase-and-sale agreement.

Judge Singhal didn't like those claims in 2018 and he will probably rule against them readily in 2019 on

summary judgment.

My personal view is that 4800 needs to talk to a bankruptcy attorney about (1) what deficiency, if any, has resulted or will result from the foreclosure; and (2) how, if it is possible at all, to protect 4800's interest in the other building at University Drive.

Best regards,

Rob

Robert J. Hauser  
Shareholder  
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*Evaluated for Professionalism and Tested for Expertise*

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