

**AMERICAN ARBITRATION ASSOCIATION
Construction Industry Arbitration Tribunal**

IN THE MATTER OF THE ARBITRATION BETWEEN:

SAAM Development, LLC

and

AAA File No. 01-19-0004-2160

Clarerita and Mario Higgins

FINAL AWARD

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into between the above-named parties, and having been duly sworn, and having duly heard the proofs and allegations of the Parties pursuant to the AAA Fast Track Procedures, hereby AWARD as follows:

A. Breach and Termination.

Claimant breached the parties contract by failing to complete the scope of work “requirements” “...in a satisfactory, timely, and proper manner...as delineated in [the parties] contract.” Respondent’s termination letter of May 24, 2019 provided sufficient notice to comply with the terms of the contract, especially as acknowledged by the City of Milwaukee reviewing representative. Accordingly, Claimant’s claim for damages is denied.

B. Respondents’ Counterclaim.

Respondents are entitled to the following sums as reimbursement for work necessitated by the Claimant’s failures in performance:

1. Clean up costs - 2nd floor	\$ 400.00
2. Clean up costs - chimney	\$ 400.00
3. Traffic bond	\$ 495.00
4. Garage footing materials	\$ 492.00
5. Electrical service repair	\$ 600.00

6. Basement entry work	\$4,200.00
7. Glass block window completion	<u>\$3,200.00</u>
TOTAL	\$9,787.00

C. Fees and Costs.

Each party shall bear their own attorney's fees and costs. The administrative fees and expenses of the American Arbitration Association totaling \$3,100.00 and the compensation and expenses of the arbitrator totaling \$1,910.00 shall be borne as incurred.

Accordingly, as a Final Award the Respondents are awarded the sum of **\$9,787.00**.

This Award is in full settlement of all claims and counterclaims submitted to this Arbitration. All claims and counterclaims not expressly granted herein are hereby denied.

Dated this 20th day of October, 2020.

So Ordered:



James R. Cole, AAA Arbitrator



AMERICAN
ARBITRATION
ASSOCIATION®

INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION®

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October 26, 2020

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Case Number: 01-19-0004-2160

SAAM Development, LLC
-vs-
Clarerita and Mario Higgins

Dear Parties:

By direction of the arbitrator we herewith transmit to you the duly executed Award in the above matter. This serves as a reminder that there is to be no direct communication with the arbitrator. All communication shall be directed to the American Arbitration Association (the AAA).

A financial reconciliation has been conducted and each party will receive a separate financial accounting for this matter. If a party had any unused compensation deposits, we have issued a refund check that should arrive in the mail shortly.

If a party has an outstanding balance, that party will receive an invoice/statement each month until the balance is paid. Invoice/statements will only reflect credits made as of the date of mailing. You may register, view your balance and make payments on our website at www.adr.org.

Note that the financial reconciliation reflects costs as they were incurred during the course of the proceeding. Any apportionment of these costs by the arbitrator, pursuant to the Rules, will be addressed in the award and will be stated as one party's obligation to reimburse the other party for costs incurred. Any outstanding balances the parties may have with the AAA for the costs incurred during the arbitration proceedings remain due and payable to the AAA even after the final award is issued, and regardless of the apportionment of these costs between the parties in the award.

Pursuant to the AAA's current policy, in the normal course of our administration, the AAA may maintain certain electronic case documents in our electronic records system. Such electronic documents may not constitute a complete case file. Other than certain types of electronic case documents that the AAA maintains indefinitely, electronic case documents will be destroyed 18 months after the date of this letter.

We appreciate your selection of the AAA as your alternative dispute resolution provider in this matter. As always, please do not hesitate to contact me if you have any questions.

Sincerely,

Gilbert A. Camarena

Gilbert A Camarena
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cc:
James R. Cole, Esq.

Construction lien

County Milwaukee	Case number 2019CL000176	Caption SAAM Development LLC vs. Mario Higgins et al
Judgment/lien date 11-21-2019	Total amount \$45,500.00	Type of tax
Warrant number	Date and time docketed 11-21-2019 at 12:39 pm	Service/event date
Satisfaction No	Judgment status	Date
Property/remarks		

Judgment parties

Party type	Name	Dismissed	Status	Address	Attorney name
Debtor	Mario Higgins	No	Active	2100 West Vine Street, Milwaukee, WI 53205 US	
Debtor	Mario Higgins	No	Active	2100 West Vine Street, Milwaukee, WI 53205 US	
Creditor	SAAM Development LLC	No	Active	4208 W. Thurston Ave., Milwaukee, WI 53209 US	Mcdonald, Shannon D.

Costs / amounts

Description	Amount
Lien amount	\$45,500.00