

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
THIRD DISTRICT
JULY TERM, A.D. 2001

ARENA PARKING, INC., etc., **
et al.,

**

Appellants/Cross Appellees,
**

vs.

CASE NO. 3D98-2238

**

LON WORTH CROW INSURANCE
AGENCY, etc., et al., **

LOWER
TRIBUNAL NO. 94-14050

Appellees/Cross Appellants.**

Opinion filed December 19, 2001.

An Appeal and Cross Appeal from the Circuit Court for Miami-Dade County, Margarita Esquiroz, Judge.

Deehl & Carlson, and David L. Deehl and Michele K. Feinzig, Hinshaw & Culbertson, and Hugh J. Connolly and Andrew E. Grigsby, for appellants.

Demahy, Labrador & Drake, and Kenneth Drake, for appellees.
Before JORGENSON, GERSTEN, and RAMIREZ, JJ.

RAMIREZ, J.

ON MOTION FOR REHEARING OR CLARIFICATION ON ORDER ON MOTION TO
ENFORCE MANDATE

This is the third appearance of this case before us. On September 26, 2001, we issued an order enforcing mandate. We will

now endeavor to clarify that order.

The initial issue on appeal was that the jury found for Appellant Arena Parking, Inc., but only awarded damages in the amount of \$28,500, when the undisputed evidence showed that the damages incurred by Arena Parking and the intervenor, Florida East Coast Railway Co., were \$176,864.40. We ordered the trial court to grant an additur in the amount of \$120,889.57, plus prejudgment interest, which had to be re-computed.

We also directed the trial court to approve the proposed Second Final Judgment. That judgment states that the trial court will retain jurisdiction "to consider any application for and to enter an additional judgment or judgments for future damages Upon proper filing of a motion and notice of hearing, the Court will conduct one or more evidentiary hearings to determine the amount of any such future damages." We recognize now that such language is too broad. It was our intent, as requested in Arena Parking's initial brief, to have the trial court reserve jurisdiction to award future damages. It was not our intent to deprive anyone of the right to trial by jury as to those future damages. Likewise, it was not our intent to express any opinion as to whether or not those damages could exceed the limits of the policy that should have been procured by appellee Lon Worth Crow Insurance Agency.

We therefore grant clarification and direct the trial court to

grant an additur in the amount of \$120,889.57, plus prejudgment interest. The trial court is simply to retain jurisdiction to deal with any future damages.