

## Robbins Firm Defeats Motion to Dismiss Based on Contractual Limitations of Liability

Richard Robbins and Heather Sharp obtained an order in the U.S. District Court for the Southern District of Florida which largely denied defendant's motion to dismiss. We represent the owner of a Gulfstream airplane which had been damaged during a midlife inspection, resulting in damages to our client, including over \$1,000,000 in unreimbursed expenses, loss of personnel time, and a significantly diminished value of the airplane. The contract between our client and the company which performed the midlife inspection limited liability to amounts paid for the inspection, and barred damages such as loss of profits and diminution in value. Such provisions are typically enforceable. Defendant therefore moved to dismiss the complaint based on these limitations. However, the District Court held that we could continue to assert our breach of contract claims, and held that our client was not precluded from proving damages in excess of the amount paid, if we could demonstrate gross negligence or willful misconduct on the part of defendant. The Court further noted that our Complaint made allegations which, if true, would show gross negligence.

For more information, please contact Richard Robbins.