

# Missouri Lawyers

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## WEEKLY

■ \$3.1 MILLION SETTLEMENT

## Builders of luxury condos settle over alleged defects



John M. Edgar



Mike Pospisil

BY ALAN SCHER ZAGIER

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The glossy brochures promised luxury living along a Missouri River bluff, a taste of Italy with a view of the Kansas City skyline and a price tag worthy of “Italianate grace high on the hill.”

Instead, the 56 condominium owners at the Ravello at Briarcliff were stuck with shoddily built balconies rendered unusable from water damage, according to a civil suit filed in Clay County Circuit Court in November 2012. The homeowners’ association settled the complaint with six defendants, six third-party defendants and a fourth-party defendant in late December for a total of \$3.125 million.

“It wasn’t the workmanship you’d expect,” said plaintiffs’ attorney Michael D. Pospisil of The Edgar Law Firm in Kansas City.

According to the complaint, a condo owner in one of the complex’s two buildings first noticed water stains on a balcony ceiling in January 2010, less than three years after construction. Design and construction flaws were subsequently found on balconies at both of the complex’s buildings, from defective scuppers to weak beams used to support joists but not intended for exterior construction.

The damage was exacerbated when “fake” wood veneer flooring that didn’t properly absorb water was used rather than the hardwood floors promised in marketing brochures, the lawsuit claimed. The balconies were deemed unsafe for homeowner use, the complaint said, with the number of defects “nothing short of staggering.”

The 2007 sale prices in the complex ranged from \$240,000 for a one-bedroom, 1,022-square-foot unit to \$780,000 for a two-bedroom, 2,400-square-foot unit. Marketing material assured prospective owners that “home maintenance will fast become a faint memory” at a location with the tagline, “Overlooking Everything. Nothing Overlooked.”

The complaint initially named a real estate firm that marketed the Ravello at Briarcliff as well as an individual broker, but those defendants were later voluntarily dismissed by the plaintiffs.

The remaining defendants consisted of the condo developers, its lead architect and general contractor, the stucco installer and the company in charge of caulking and waterproofing.

A.L. Huber Construction and the Ravello at Briarcliff filed cross-claims against six third-party defendants, one of which in turn filed its own claim against a fourth-party defendant.

“Everybody was pointing the finger at everybody else,” Pospisil said.

The case was settled after nine months of negotiations that included arbitration by mediator Bruce Waugh, Pospisil said.

The individual settlement amounts ranged from \$20,000 for fourth-party defendant Town & Country Sheet Metal to \$640,000 for Huber. **MO**

### CONSTRUCTION DEFECTS

■ **Venue:** Clay County Circuit Court

■ **Case number/date:** 12CY-CV13158/Dec. 30, 2014

■ **Judge:** Daren Lee Adkins

■ **Allocation of fault:** Huber, \$640,000; Ravello at Briarcliff and The Pauls Corporation, \$190,000; Design Edge, \$320,000; Restoration & Waterproofing Contractors, \$430,000; Bordner Stucco, \$450,000; Bordner Roofing, \$200,000; Huttinger Construction, \$300,000; McCambridge Brothers Construction, \$450,000; INTEC Construction, \$100,000; Damon Purcell Construction, \$25,000; Town & Country Sheet Metal, \$20,000

■ **Plaintiffs’ experts:** Robert Robinett, Norton & Schmidt, North Kansas City (architecture); Georgi Popov, EHS Consult, Overland Park, Kansas (environmental health)

■ **Defendants’ expert:** Lee Connell, New Orleans (architecture)

■ **Caption:** The Ravello Condominium Association and Ronald D. Jury, Chad Doza and Gina Beard v. A.L. Huber Construction Inc., The Ravello at Briarcliff LLC, The Pauls Corporation LLC, Reece & Nichols Realtors LLC Design Edge PC, Restoration & Waterproofing Contractors Inc., Bordner Stucco and Andrew Mall

■ **Plaintiffs’ attorneys:** John M. Edgar, Michael D. Pospisil and Boyce N. Richardson, The Edgar Law Firm, Kansas City

■ **Defendants’ attorneys:** Mike L. Hughes and John E. Bordeau, Sanders Warren & Russell, Overland Park, Kansas (for Huber); Theresa Otto and W. Christopher Hillman; Baty, Holm, Numrich & Otto, Kansas City (for Bordner Stucco); Patricia A. Thatcher; Campbell Killin Brittan & Ray, Denver, Colorado (for The Pauls Corporation and The Ravello); Eric S. Johnson, Kutak Rock, Kansas City (for Reece & Nichols and Mall); Eric T. Swanson and John J. Fogarty, Manz, Swanson, Hall, Fogarty & Gellis, Kansas City (for Design Edge); Larry J. Tyril, Sample, Morant & Rhodes, Overland Park, Kansas (for Restoration & Waterproofing); Gregory P. Goheen and Robert M. Smith, McAnany, Van Cleave & Phillips, Kansas City, Kansas (for Bordner Roofing, third party); Keith Schieber, Ferguson and Schieber, St. Joseph (for Huttinger Construction, third party); Bradley C. Nielsen and Christopher Brackman, Franke Schultz & Mullen, Kansas City (for McCambridge Construction, third party); Carol Z. Smith and Lynn Weddle Judkins, Gilliland & Hayes, Overland Park, Kansas (for INTEC Construction, third party); Lee M. Baty and Matthew J. Westering, Baty, Holm, Numrich & Otto, Kansas City (for Damon Purcell Construction, third party); Thomas M. Deacy and Scott M. Harris, Deacy & Deacy, Kansas City (for Town & Country Sheetmetal, fourth party)