

[Cite as *System Automation Corp. v. Ohio Dept. of Admin. Serv.*, 2003-Ohio-7126.]

IN THE COURT OF CLAIMS OF OHIO

SYSTEM AUTOMATION CORPORATION :
:

Plaintiff : CASE NO. 2001-11022
Judge Fred J. Shoemaker

v. :

OHIO DEPARTMENT OF :
ADMINISTRATIVE SERVICES,
et al. :
:

Defendants :
:
: : : : : : : : : : : : : : : :

{¶1} On August 20, 2003, this court determined that defendants were liable to plaintiff for damages incurred as a result of a breach of contract. The damages trial was scheduled for December 10, 2003.

{¶2} On December 4, 2003, the parties filed a "joint stipulation as to damages." The parties agreed to several statements which the court hereby summarizes.

{¶3} 1) Plaintiff has not received payment from defendants for the following deliverables:

{14} a) Documentation Development, \$98,554

{15} b) Conversion Utilities, \$50,496

{¶6} c) Software Development Customization, \$517,514;

{¶7} 2) Plaintiff has not been paid the retainage under the contract which totals \$146,526;

{¶8} 3) Plaintiff listed \$96,783 as the price for User Training which defendants were not able to accept at the time it

was offered, and plaintiff realized a cost savings of \$38,454.37 by not completing this training;

{¶9} 5) The court determined that defendants were responsible for causing the delay in completing the project;

{¶10} 6) Plaintiff remained on standby during the delay and incurred unabsorbed overhead costs as a result; and

{¶11} 7) The unabsorbed overhead expenses totaled \$312,873.

{¶12} On December 5, 2003, plaintiff filed a "damages memorandum" wherein plaintiff argues that it is entitled to recover all of the above expenses plus interest at ten percent per annum calculated from November 30, 2000, to the date of this entry, as a result of this court's determination that defendants caused delays in the project and were liable to plaintiff for breach of the contract.

{¶13} Upon review of the joint stipulation and plaintiff's argument presented in the memorandum, the court finds that plaintiff is entitled to damages in the amount of \$1,184,291.63 plus interest thereon at ten percent per annum calculated from November 30, 2000, to the date of this entry. See *Complete Gen. Constr. Co. v. Ohio Dept. of Transp.*, 94 Ohio St.3d 54, 2002-Ohio-59; and *Royal Elec. Constr. Corp. v. Ohio State Univ.*, 73 Ohio St.3d 110, 1995-Ohio-131.

{¶14} Accordingly, judgment is rendered in favor of plaintiff in the amount of \$1,546,742.32 which includes prejudgment interest of \$362,425.69, plus the \$25 filing fee. Court costs are assessed against defendants. The August 23, 2003, order scheduling a damages trial for December 10, 2003, is MOOT, such date having now passed. The clerk shall serve upon all parties notice of this judgment and its date of entry upon the journal.

FRED J. SHOEMAKER
Judge

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