

**IN THE CIRCUIT COURT OF THE 11th
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA**

GENERAL JURISDICTION DIVISION

Judge William L. Thomas

Case No.: 08-78557

JVP Drywall & Finish, Inc., et al

Plaintiff,

v.

2377 Collins Resort LP and West Collins Land Investors, LP, et al

Defendants.

SPECIAL VERDICT FORM

We, the Jury return the following verdict:

1. Did JVP and Construction Source enter into a contract for JVP to perform work at the Building?

Answer: Yes X No _____

If you answered "Yes" to Question 1, go to Question 2. If you answered "No" to Question 1, your verdict is for JVP on this Claim, and you should skip ahead to Question 11.

2. Did JVP and Construction Source intend that their contract benefit the Owner?

Answer: Yes X No _____

If you answered "Yes" to Question 2, please continue to Question 3. If you answered "No" to Question 2, your verdict is for JVP on this Claim, and you should skip ahead to Question 11.

3. Did JVP breach the contract?

Answer: Yes X No _____

If you answered "Yes" to Question 3, go to Question 4. If you answered "No" to Question 3, your verdict is for JVP on this Claim, and you should skip ahead to Question 11.

4. What is the total amount of damages, if any, the Owner should be awarded to compensate the Owner for JVP's breach of contract?

\$ 3,121,077.00

Please continue to Question 5.

5. Did JVP's breach of contract cause pervasive damage to parts of the building other than JVP's work in the showers themselves?

Answer: Yes X No _____

If you answered "Yes" to Question 5, continue to Question 6. If you answered "No" to Question 5, please skip ahead to Question 11.

6. What amount of damages should be awarded to compensate the Owner for the total cost of repairing and/or replacing damage to the building because of JVP's breach of contract?

\$ 2,870,783.00

Please continue to Question 7.

7. Was Owner's repair and replacement of the work and materials supplied by JVP necessary to stop ongoing damages in the building?

Answer: Yes X No _____

If you answered "Yes" to Question 7 continue to question 8. If you answered "No" to question 7 please skip ahead to question 11.

8. What amount should be awarded to compensate the Owner for the repair and replacement costs spent to stop the ongoing damage in the building because of JVP's breach of contract?

\$ 2,870,783.00

Please continue to Question 9.

9. Did JVP's breach(es) of contract cause the Owner to lose rental revenue for certain hotel rooms?

Answer: Yes X No _____

*If you answered "Yes" to Question 9, please continue to Question 10.
If you answered "No" to Question 9, please skip ahead to Question 11.*

10. What amount of damages should the Owner be awarded for lost rental revenue because of JVP's breach of contract?

\$ 250,294.00

11. Was JVP negligent in performing its work at the Building?

Answer: Yes X No _____

If you answered "No" to Question 11, your verdict is for JVP on this Claim, and you should skip ahead to Question 22. If you answered "Yes" to Question 11 please continue to Question 12.

12. Did JVP's negligence cause damages to the Owner?

Answer: Yes X No _____

If you answered "No" to Question 12 your verdict is for JVP on this Claim, and you should skip ahead to Question 22. If you answered "Yes" to Question 12, please continue to Question 13.

13. Was there negligence on the part of any of the following entities which was a legal cause of the Owner's loss?

JVP	Yes <u>X</u>	No _____
The Owner	Yes _____	No <u>X</u>
Construction Source, LC:	Yes <u>X</u>	No _____
Excel Plumbing Services, Inc.	Yes <u>X</u>	No _____
Blanco Flooring, Inc.	Yes _____	No <u>X</u>

If you answered "Yes" to the above, please state the percentage fault, if any, you attribute to the following parties:

JVP	<u>60</u> %
The Owner	<u>0</u> %
Construction Source, LC:	<u>25</u> %
Excel Plumbing Services, Inc.	<u>15</u> %
Blanco Flooring, Inc.	<u>0</u> %

Please continue to Question 14.

14. Did JVP's negligence cause pervasive shower leaks throughout the building?

Answer: Yes X No _____

Please continue to Question 15.

15. Did JVP's negligence cause damage to the building other than to JVP's work in the shower's themselves?

Answer: Yes X No _____

If you answer "Yes" to Question 15 please continue to Question 16. If you answered "No" to Question 15, please skip ahead to Question 17.

16. What amount should be awarded to compensate the Owner for the costs of repairing and/or replacing damage in the building other than JVP's work in the shower's themselves because of JVP's negligence?

\$ 0

Please continue to Question 17.

17. Was repair and replacement of the work and material supplied by JVP necessary to stop ongoing damage to parts of the building?

Answer: Yes X No _____

If you answered "Yes" to question 17 proceed to question 18.
If you answered "No" to question 17 proceed to question 19.

18. What amount should be awarded to compensate the Owner for repair and replacement costs undertaken to stop ongoing damage because of JVP's negligence?

\$ 2,870,783.00

19. Did JVP's negligence cause the Owner to lose rental revenue for certain hotel rooms?

Answer: Yes X No _____

If you answered "Yes" to Question 19, please continue to Question 20.
If you answered "No" to Question 19, please skip ahead to Question 21.

20. What amount should the Owner be awarded to compensate it for lost rental revenue?

\$ 250,294.00

21. What is the total amount the Owner should be awarded to compensate it for ~~Defendant's~~ negligence?

JVP's

\$ 3,121,077.00

22. Do you find that JVP violated the Florida Building Code?

Answer: Yes X No _____

If you answered "No" to Question 22, your verdict is for JVP on this Claim, and you should skip ahead to Question 25.

If you answered "Yes" to Question 22 please continue to Question 23.

23. Was the Owner damaged by JVP's violation(s) of the Building Code?

Answer: Yes X No _____

If you answered "No" to Question 23, your verdict is for JVP on this Claim, and you should skip ahead to Question 25.

If you answered "Yes" to Question 23 please continue to Question 24.

24. What is the total amount the Owner should be awarded to compensate it for Defendant's violation(s) of the Building Code?

JVP

\$ 2,870,783.00

Please continue to Question 25.

25. Did JVP agree to indemnify the Owner for losses or damages arising out of or relating to JVP's work?

Answer: Yes X No _____

You have completed your verdict. Please sign, date, and return the form.

SO SAY WE ALL, this 28th day of July, 2017.


FOREPERSON
John Cuomo
Print Name