

JURY VERDICT QUESTIONNAIRE

Docket No. BER-L6794-16

COMPREHENSIVE NEUROSURGICAL P.C. d/b/a NORTH JERSEY BRAIN AND
SPINE CENTER

V.

THE VALLEY HOSPITAL

Breach of Contract

1. Have the plaintiffs, Comprehensive Neurosurgical PC, proven by a preponderance of the evidence that there was an enforceable contract between plaintiffs and defendant?

Yes ✓ No Vote 8-0*If "yes" proceed to Question # 2, If "no" proceed to Question #4.*

2. Did the defendants breach the contract with the plaintiff, Comprehensive Neurosurgical PC, by terminating the services without holding a hearing?

Yes No ✓ Vote 5-1*If "yes" proceed to Question # 3, If "no" proceed to Question # 4.*

3. What amount of damages, if any, has the plaintiff, Comprehensive Neurosurgical PC established that the defendant owe them for any breach of contract?

\$ Vote *If you have awarded damages in Question #3, then skip Questions #4, #5, and #6*

Breach of Covenant of Good Faith and Fair Dealing

4. Do you find by a preponderance of the evidence that the Valley Hospital and Comprehensive Neurosurgical PC entered into a contract?

Yes X No Vote 6-0

If "yes" proceed to Question #5, If "no" cease your deliberations.

5. Do you find by a preponderance of the evidence that the defendant, The Valley Hospital violated the Covenant of good faith and fair dealing with the purpose of depriving the plaintiffs, Comprehensive Neurosurgical, PC of their reasonably expected rights or benefits under the contract?

Yes X No Vote 6-0

If "yes" proceed to Question # 6, If "no" cease your deliberations.

6. What amount of damages, if any, has the plaintiff, Comprehensive Neurosurgical, PC established that the defendant, The Valley Hospital owe them for the violation of the covenant of good faith and fair dealing?

\$ \$24,300,000 Vote 5-1