

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR MIAMI
DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.12-25877 CA 05

PC SERVICES, LLC.,

Plaintiff,

vs.

THE CASCADES OF GROVELAND
HOMEOWNERS' ASSOCIATION,

Defendant.

FILE FOR RECORD
2018 OCT 26 PM 5:19
HARVEY RUVIN
CLERK, CIRCUIT & COUNTY CTs
MIAMI-DADE COUNTY, FL
CIVIL DIVISION #202

VERDICT

PC SERVICES, LLC'S CLAIM FOR BREACH OF CONTRACT

1. Did PC Services, LLC prove that the Groveland Services, LLC and The Cascades of Groveland Homeowners Association, Inc. entered into the Service Contract?

Yes No

If your answer is Yes, proceed to question 2. If your answer is No, than your verdict is for The Cascades of Groveland Homeowners Association, Inc. and you should proceed to the next portion of the verdict form concerning Unjust Enrichment.

2. Did PC Services, LLC prove that The Cascades of Groveland Homeowners Association, Inc. breached the Service Contract between The Cascades of Groveland Homeowners Association, Inc. and Groveland Services, LLC?

Yes No

If your answer is Yes, proceed to question 3. If your answer is No, than your verdict is for The Cascades of Groveland Homeowners Association, Inc. and you should proceed to the next portion of the verdict form concerning Unjust Enrichment.

3. Do you find that PC Services, LLC, as assignee of Groveland Services, LLC, has been damaged by The Cascades of Groveland Homeowners Association, Inc. breach of its Service Contract with Groveland Services, LLC?

Yes No

If your answer is Yes, proceed to question 4. If your answer is No, than your verdict is for The Cascades of Groveland Homeowners Association, Inc. and you should proceed to the next portion of the verdict form concerning Unjust Enrichment.

4. What is the value of damages you award to PC Services, LLC to be paid by The Cascades of Groveland Homeowners Association, Inc. because of its breach of the Service Contract?

For equipment:	\$ <u>732,666.50</u>
For lost profits 2008-2018	\$ <u>1,400,000.00</u>
For lost profits 2019-2028	\$ <u>1,000,000.00</u>

TOTAL BREACH OF CONTRACT DAMAGES \$ 3,132,666.50

PC SERVICES, LLC'S CLAIM FOR UNJUST ENRICHMENT

1. Did PC Services, LLC prove that a benefit was given to The Cascades of Groveland Homeowners Association, Inc. as a result of the installation of the fiber optic cable and related equipment and/or the in-home wiring repairs?

Yes No

If your answer is Yes, proceed to question 2. If your answer is No, than your verdict is for The Cascades of Groveland Homeowners Association, Inc. on the Unjust Enrichment claim.

2. Did PC Services, LLC prove that The Cascades of Groveland Homeowners Association, Inc. knew of the benefit?

Yes No

If your answer is Yes, proceed to question 3. If your answer is No, than your verdict is for The Cascades of Groveland Homeowners Association, Inc. on the Unjust Enrichment claim.

3. Did PC Services, LLC prove that The Cascades of Groveland Homeowners Association, Inc. accepted or retained the benefit?

Yes No

If your answer is Yes, proceed to question 4. If your answer is No, than your verdict is for The Cascades of Groveland Homeowners Association, Inc. on the Unjust Enrichment claim.

4. Did PC Services, LLC prove that the circumstances are such that The Cascades of Groveland Homeowners Association, Inc. should, in all fairness, be required to pay for the benefit it received?

Yes No

If your answer is Yes, proceed to question 5. If your answer is No, than your verdict is for The Cascades of Groveland Homeowners Association, Inc. on the Unjust Enrichment claim.

5. What is the value of damages you award to PC Services, LLC to be paid by The Cascades of Groveland Homeowners Association, Inc. under the action for Unjust Enrichment?

For fiber optic cable and related equipment	\$ <u>893,026.58</u>
For in-home wiring repairs	\$ <u>92,840.80</u>
TOTAL UNJUST ENRICHMENT DAMAGES	\$ <u>985,867.30</u>

TOTAL AMOUNT AWARDED TO PC SERVICES, LLC (Total of Breach of Contract Damages (if any) + Unjust Enrichment Damages (if any)):

\$ 4,118,533.80

SO SAY WE ALL, this 26 day of October, 2018,

Signed:

[Signature]
Jury Foreperson

Myrna Leal