

IN THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI- DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

INSTITUTO NACIONAL DE SEGUROS, a
Plaintiff/ Counter-Defendant,

CASE NO.: 10-33653 CA 04

vs.

HEMISPHERIC REINSURANCE GROUP, LLC.,
Defendant/ Counter-Plaintiff

and

HOWDEN INSURANCE BROKERS, LTD.,
Defendant.

VERDICT FORM

WE THE JURY FIND AS FOLLOWS BY THE GREATER WEIGHT OF THE EVIDENCE:

- 1. Did an express contract exist as between INS and HRG or INS and Howden based on the beauty contest process?**

HRG: YES _____

NO

Howden: YES _____

NO

If your answer to Question No. 1 is "Yes" for both Defendants then you have found for INS and should proceed to Question No. 3. If your answer to Question No. 1 is "No" for both Defendants then you have found for HRG and Howden and should proceed to answer Question No 2.

If your answer to Question No. 1 is "Yes" for one Defendant, but "No" for the other Defendant, then proceed to Question No. 3 as to the Defendant which you answered "Yes" and proceed to Question No. 2 as to the Defendant which you answered "No."

- 2. Should a contract be implied-in-law to prevent unjust enrichment as to both Defendants or either Defendant?**

HRG: YES _____

NO

Howden: YES _____

NO

If your answer to Question No. 2 is "Yes" for both Defendants then you have found for INS and should proceed to Question No. 3. If your answer to Question No. 2 is

"No" for both Defendants then you have found for HRG and Howden and should proceed to answer Question No 3.

3. Did both or either Defendants breach a fiduciary duty to promptly provide requested information to INS?

HRG: YES _____

NO

Howden: YES _____

NO

If your answer to Question Nos. 1, 2, or 3 as to any Defendant is "Yes" please answer Question Nos. 4 and 5. If you answer to Question Nos. 1, 2, and 3, as to both Defendants were "No" please proceed to Question No. 8 and skip Question Nos. 4, 5, 6, and 7.

4. Did INS fail to mitigate its damages?

YES _____

NO _____

5. Was the beauty bid contract voided by the doctrine of novation, waiver or estoppel?

YES _____

NO _____

If your answer to Question Nos. 4 or 5 is "Yes" you have found for the Defendants HRG and Howden and against INS and should proceed to Question 8 and skip Question Nos. 6 and 7.

6. If your answer to Question No. 1 or 2 above was "Yes" for one or both Defendants, then what, if any, damage is there to INS as a result of the breach?

HRG Amount \$ _____

Howden Amount \$ _____

Total Amount \$ _____

7. If you answer to Question No. 3 was "Yes", what, if any, damages were legally caused to INS by the Defendant or Defendants not promptly producing requested information?

Total Amount \$ _____

Percent attributable to any Defendant: HRG _____
(Total Should be 100%)

Howden _____

Please proceed to Question No. 8

ON HRG'S COUNTERCLAIM FOR BREACH OF CONTRACT AGAINST INS

8. Did INS breach the April 2, 2009 contract with HRG causing it damages?

YES _____ NO _____

If you answer to Question No. 8 is "Yes" then you have found for HRG and against INS on HRG's counterclaim and should proceed to Question No. 9. If your answer to Question No. 8 is "No" then you have found for INS and against HRG on HRG's counterclaim and should do nothing further but to sign and date this verdict form.

9. Should INS be allowed to avoid HRG's breach of contract because of the doctrine of unclean hands, laches, waiver or estoppel?

YES _____ NO _____

If your answer to Question No. 9 is "Yes," then do nothing further but sign and date this verdict form. If you answer to Question No. 9 is "No" the please proceed to Question No. 10.

10. What is the amount of damages that HRG suffered as a result of INS's breach of contract?

\$ 771,855.31 from MARCH 17, 2009 [Date].

SO SAY WE ALL, this 4th day of MARCH, 2014.

MARCO GONZALEZ
FOREPERSON