

Document Name: **Open Court Proceeding**

January 30, 2017 Hon. Dennis M. Robinson, Jr. Trial resumed from 1/27/17. Testimony taken. Trial not concluded; to resume on 1/31/17 at 9:30am.

Doc No./Seq No.: **99/0**

File Date: **01/31/2017** Entered Date: **01/31/2017** Decision:

Document Name: **Open Court Proceeding**

January 31, 2017 Hon. Dennis M. Robinson, Jr. Trial resumed from 1/30/17. Testimony taken. Trial not concluded; to be continued 2/1/17 at 9:15am.

Doc No./Seq No.: **100/0**

File Date: **01/17/2017** Entered Date: **02/01/2017** Decision:

Party Type: **Defendant** Party No.: **1**

Document Name: **Corrected notice of Designation of Video Deposition References*
Filed by DEF001-Johnson, DEF002-Newton**

Doc No./Seq No.: **101/0**

File Date: **01/17/2017** Entered Date: **02/01/2017** Decision:

Party Type: **Defendant** Party No.: **2**

Document Name: **Motion in Limine*
Filed by DEF002-Newton, DEF001-Johnson**

Doc No./Seq No.: **102/0**

File Date: **01/17/2017** Entered Date: **02/01/2017** Decision:

Party Type: **Plaintiff** Party No.: **1**

Document Name: **Motion to Quash Duces Tecum Subpoena***

Doc No./Seq No.: **103/0**

File Date: **02/01/2017** Entered Date: **02/01/2017** Decision:

Document Name: **Open Court Proceeding**

February 1, 2017. Hon. Dennis M. Robinson. Trial resumed from 1/31/17. Testimony taken. Trial not concluded; to be continued 2/2/17 at 9:30am.

Doc No./Seq No.: **104/0**

File Date: **02/02/2017** Entered Date: **02/02/2017** Decision:

Document Name: **Open Court Proceeding**

February 2, 2017 Hon. Dennis M. Robinson, Jr. Trial resumed from 2/1/17. Jury Instructed. Closing arguments heard. Trial to continue 2/3/17 at 9:15am.

Doc No./Seq No.: **105/0**

File Date: **02/03/2017** Entered Date: **02/03/2017** Decision:

Document Name: **Open Court Proceeding**

February 3, 2017 Hon. Dennis M. Robinson, Jr. Jury trial resumed from 2/2/17. Jury started deliberations. Trial deliberations to be continued on 2/6/17.

Doc No./Seq No.: **106/0**

File Date: **02/06/2017** Entered Date: **02/07/2017** Decision:

Document Name: **Open Court Proceeding**

February 6, 2017 Hon. Dennis M. Robinson, jr. Jury deliberations resumed from 2/3/17. Verdict of the jury as to question 1: do you find by a preponderance of the evidence that Ovadia LLC is liable to Eric Johnson for breach of contract that is the subject of this case, that is, do you find that Ovadia LLC breached the contract and that Eric Johnson did not materially breach the contract? Answer-Yes. As to question 2: do you find by a preponderance of the evidence that Jerry Ovadia or Ovadia LLC was negligent in the construction of the home addition that is the subject of this case? Answer-Yes. As to question 3: do you find by a preponderance of the evidence that Jerrv Ovadia or Ovadia LLC negligently misrepresented

material facts to Mr. and Mrs Johnson in connection with the home addition that is the subject of this case? Answer-Yes. As to question 4: do you find by a preponderance of the evidence that Jerry Ovadia or Ovadia LLC committed unfair and deceptive trade practices and violated the consumer protections afforded to Mr. or Mrs. Johnson with regard to the home addition that is the subject of this case? Answer-Yes. As to question 5: do you find by clear and convincing evidence that Jerry Ovadia or Ovadia LLC defrauded the Johnsons or either of them in connection with the home addition that is the subject of this case? Answer-No. As to question 6: Not applicale. As to question 7: state whether you find that both Jerry Ovadia and Ovadia LLC committed the acts or omissions set forth in each of those questions? Answer-Yes. As to question 8: Not Applicable. As to question 9: What amount of damages, if any do you find for Mr. and Mrs. Johnson? Answer-\$130,000.00. As to question 10: do you find that the damages set forth in question #9 are the same for each claim? Answer-Yes. As to question 11: Not Applicable. As to question 12: do you find that Mr. Johnson defamed Ovadia LLC? Answer-Yes. As to question 13: what amount of damages, if any do you find for Ovadia LLC? Answer-zero. As to question 14: do you find that Mr. Johnson abused process against Ovadi LLC? Answer-No As to question 17: do you find that Mr. Johnson acted with malice toward Ovadia LLC? Answer-Yes. Per verbal order of the court, punitive damages against Ovadia LLC, in favor of Eric Johnson, et al is \$0.00. Judgment to be entered.

Doc No./Seq No.: **107/0**

File Date: **02/08/2017** Entered Date: **02/08/2017** Decision:

Document Name: **Exhibits Filed**

Doc No./Seq No.: **108/0**

File Date: **02/08/2017** Entered Date: **02/08/2017** Decision:

Document Name: **Exhibits Filed**

Doc No./Seq No.: **109/0**

File Date: **02/06/2017** Entered Date: **02/08/2017** Decision:

Document Name: **Court Exhibits Entered**

Doc No./Seq No.: **110/0**

File Date: **02/10/2017** Entered Date: **02/10/2017** Decision: **Ruled**

Document Name: **Post-trial order regarding filing of oppositions for mechanic's lien and for atty's fees**

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