

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 1:19-cv-23904-KMM

ASTOR GLOBAL, INC.,

Plaintiff,

v.

JOHN KEVIN LALLY, *et al.*,

Defendants.

Jury Verdict Form

Breach of Contract—Part I

Astor Global claims that the parties entered into a contract. To prove that a contract was created, Astor Global must prove the following:

1. Did the Astor Global and John Kevin Lally, J Kevin Lally & Co, Inc., L&L International Maritime Insurance, LLC or Southeast International Maritime, LLC understand what the essential contract terms required each party to do?

Defendant John Kevin Lally

a. YES NO

Defendant J Kevin Lally & Co., Inc.

b. YES NO

Defendant International Maritime Insurance, LLC

c. YES NO

Defendant Southeast International Maritime, LLC

d. YES _____ NO _____

2. Did the Astor Global and John Kevin Lally, J Kevin Lally & Co, Inc., L&L International Maritime Insurance, LLC or Southeast International Maritime, LLC give to each other, something of value, requiring Astor Global and Defendants to promise to do something it is not obligated to do, or refrain from doing something it is permitted to do?

Defendant John Kevin Lally

a. YES _____ NO _____

Defendant J Kevin Lally & Co., Inc.

b. YES _____ NO _____

Defendant International Maritime Insurance, LLC

c. YES _____ NO _____

Defendant Southeast International Maritime, LLC

d. YES _____ NO _____

3. Would a reasonable person under the circumstances conclude from the words and conduct of each party that there was an agreement?

Defendant John Kevin Lally

a. YES _____ NO _____

Defendant J Kevin Lally & Co., Inc.

b. YES _____ NO _____

Defendant International Maritime Insurance, LLC

c. YES _____ NO _____

Defendant Southeast International Maritime, LLC

d. YES _____ NO _____

If Astor Global did not prove all of the above with respect to a Defendant, then a contract was not created with that Defendant.

Breach of Contract—Part II

To recover damages from John Kevin Lally, J Kevin Lally & Co, Inc., L&L International Maritime Insurance, LLC or Southeast International Maritime, LLC for breach of contract, Astor Global must prove all of the following:

1. Astor Global and the Defendant entered into a contract;
2. Astor Global did all, or substantially all, of the essential things which the contract required it to do; and
3. John Kevin Lally, J Kevin Lally & Co, Inc., L&L International Maritime Insurance, LLC or Southeast International Maritime, LLC failed to do something essential which the contract required them to do.
4. Astor Global was damaged by that failure.

Breach of Contract—Part III

1. Did Astor Global do all, or substantially all, of the essential things which the contract required it to do? (*YES OR NO?*)

Defendant John Kevin Lally

a. YES NO

Defendant J Kevin Lally & Co., Inc.

b. YES NO

Defendant International Maritime Insurance, LLC

c. YES NO

Defendant Southeast International Maritime, LLC

d. YES NO

If your answers to questions 1 is NO for any of the Defendants, your verdict is for that Defendant on this claim, and you should not proceed further with respect to that Defendant except to date and sign this verdict form and return it to the courtroom. If you answered YES to question 1 for any Defendants, please answer the next question for those Defendants.

2. Did all of the conditions that were required for John Kevin Lally, J Kevin Lally & Co, Inc., L&L International Maritime Insurance, LLC or Southeast International Maritime, LLC performance occur?

Defendant John Kevin Lally

a. YES NO

Defendant J Kevin Lally & Co., Inc.

b. YES NO

Defendant International Maritime Insurance, LLC

c. YES NO

Defendant Southeast International Maritime, LLC

d. YES NO

If your answer to question 2 is NO for any of the Defendants, your verdict is for that Defendant on this claim, and you should not proceed further with respect to that Defendant except to date and sign this verdict form and return it to the courtroom. If your answer to question 2 is YES for any Defendants, please answer question 3 for those Defendants.

3. Did John Kevin Lally, J Kevin Lally & Co, Inc., L&L International Maritime Insurance, LLC or Southeast International Maritime, LLC fail to do something essential which the contract required them to do?

Defendant John Kevin Lally

a. YES NO

Defendant J Kevin Lally & Co., Inc.

b. YES NO

Defendant International Maritime Insurance, LLC

c. YES _____ NO _____

Defendant Southeast International Maritime, LLC

d. YES _____ NO _____

If your answer to question 3 is NO for any of the Defendants, your verdict is for that Defendant on this claim, and you should not proceed further with respect to that Defendant except to date and sign this verdict form and return it to the courtroom. If you answered YES to question 3 for any Defendants, please answer question 4.

4. Was Astor Global damaged by that failure?

Defendant John Kevin Lally

a. YES _____ NO _____

Defendant J Kevin Lally & Co., Inc.

b. YES _____ NO _____

Defendant International Maritime Insurance, LLC

c. YES _____ NO _____

Defendant Southeast International Maritime, LLC

d. YES _____ NO _____

If your answer to question 4 is NO for any of the Defendants, your verdict is for that Defendant on this claim, and you should not proceed further with respect to

that Defendant except to date and sign this verdict form and return it to the courtroom. If your answer to question 4 is **YES**, please answer question 5.

5. What are Astor Global's damages as a result of the failure?

TOTAL: 1,524,987.50

Breach of Fiduciary Duty

1. Did a relationship exist between Astor Global and Defendant's, John Kevin Lally, J Kevin Lally & Co., Inc., Southeast International Maritime, LLC, or L&L International Maritime Insurance, LLC in which Astor Global put its trust in the Defendant to protect Astor Global's interest in the vessel, the "Jessica," and the Defendant accepted that trust?

Defendant John Kevin Lally

a. YES X NO _____

Defendant J Kevin Lally & Co., Inc.

b. YES X NO _____

Defendant International Maritime Insurance, LLC

c. YES X NO _____

Defendant Southeast International Maritime, LLC

d. YES X NO _____

- i. If your answer to question 1 is YES for any Defendant, proceed to question 2.
- ii. If your answer to question 1 is NO for any Defendant, your verdict is for that Defendant on this claim, and you should not proceed further for that Defendant except to date and sign the verdict forma and return it to the courtroom.

2. Did John Kevin Lally, J Kevin Lally & Co., Inc., Southeast International Maritime, LLC, or L&L International Maritime Insurance, LLC breach a fiduciary duty owed to Astor Global that was a legal cause of damage to Astor Global?

Defendant John Kevin Lally

a. YES X NO _____

Defendant J Kevin Lally & Co., Inc.

b. YES X NO _____

Defendant International Maritime Insurance, LLC

c. YES X NO _____

Defendant Southeast International Maritime, LLC

d. YES X NO _____

i. If your answer to question 2 is YES for any Defendant, proceed to question 2.

ii. If your answer to question 2 is NO for any Defendant, your verdict is for that Defendant on this claim, and you should not proceed further for that Defendant except to date and sign the verdict forma and return it to the courtroom.

3. What is the total amount of damages sustained by Astor Global.

\$ 1,524,987.50

Professional Negligence

The claims in this case are as follows. Astor Global claims that Defendants John Kevin Lally, J Kevin Lally & Co., Inc., Southeast International Maritime, LLC, or L&L International Maritime Insurance, LLC had a duty to procure insurance for the vessel the "Jessica" and negligently failed to do so causing harm to Astor Global.

Astor Global must prove all claims by the greater weight of the evidence.

"Greater Weight of the Evidence" means the more persuasive and convincing force and effect of the entire evidence in the case.

Negligence is the failure to use reasonable care. Reasonable care on the part of an insurance broker is the care that a reasonably careful insurance broker would use under like circumstances. Negligence is doing something that a reasonably careful insurance broker would not do under like circumstances or failing to do something that a reasonably careful insurance broker would do under like circumstances.

Defendant John Kevin Lally

YES Accepted _____

NO Modified _____

Rejected _____

DEFENDANT
J. Kevin Lally & Co., Inc.
YES NO _____

DEFENDANT
SOUTHEAST INTERNATIONAL MARITIME, LLC.
YES NO _____

DEFENDANT
L & L INTERNATIONAL MARITIME INSURANCE
LLC
YES / NO _____

Damages \$1,524,987.50

08/06/2021