

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

COMPLEX BUSINESS LITIGATION DIVISION

CASE NO.: 2020-000745-CA-01 (44)

NCL (Bahamas) Ltd.

Plaintiff,

vs.

ABB Oy and ABB Inc.

Defendants.

VERDICT FORM

We, the jury, return the following verdict:

PART I.

A. NCL's Claims for Fraudulent Omission and Negligent Omission Against ABB Oy and ABB Inc. Before the First Exciter Failures on the *Star* in December 2016 and January 2017

1. (Duty to Disclose Pre-*Star*) Has Plaintiff NCL proven by the greater weight of the evidence that, before the exciter failures on the *Star* in December 2016 and January 2017:

a. Defendants possessed superior knowledge of material facts to which NCL did not have access and no opportunity to investigate or Defendants used some trick or artifice to prevent NCL from investigating in connection with a transaction between them?

i. ABB Oy? Yes _____ No X

ii. ABB Inc.? Yes _____ No X

b. ABB and NCL had a special or confidential relationship whereby NCL reposed trust in ABB and ABB accepted that trust in connection with a transaction?

i. ABB Oy? Yes _____ No X

ii. ABB Inc.? Yes _____ No X

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JANET D. ...
CLERK OF COURT
MIAMI-DADE COUNTY
CIVIL DIVISION

If you answered "No" to (1)(a)(i), (1)(a)(ii), (1)(b)(i) and (1)(b)(ii) above, then there was no duty to disclose material information before the first exciter failures on the *Star* in December 2016 and January 2017. You should not answer any of the questions in Paragraphs (2) through (5) below but rather you should skip ahead to Question (6). If you answered yes to any part of Question (1) above, then you should proceed to Question (2).

2. Fraudulent Omission Before *Star*: Do you find that Plaintiff NCL has proven its claim for fraudulent omission before the first exciter failures on the *Star* in December 2016 and January 2017 against:

a. ABB Oy? Yes _____ No _____

b. ABB Inc.? Yes _____ No _____

If you answered "No" to (2)(a) and (2)(b) above, then there was no fraudulent omission before the exciter failures on the *Star* in December 2016 and January 2017. You should not answer Question (3) but rather you should skip ahead to Question (4). If you answered yes to any part of Question (2) above, then you should proceed to Question (3) and 4.

3. Please state the amount of compensatory damages, if any, you award to Plaintiff NCL as a result of the fraudulent omission before the exciter failures on the *Star* in December 2016 and January 2017:

4. Negligent Omission Before *Star*: Do you find that Plaintiff NCL has proven its claim for negligent omission before the exciter failures on the *Star* in December 2016 and January 2017 against:

a. ABB Oy? Yes _____ No _____

b. ABB Inc.? Yes _____ No _____

If you answered "No" to Questions (4)(a) and (4)(b) above, then there was no negligent omission before the exciter failures on the *Star* in December 2016 and January 2017. You should not answer Question (5) but rather you should skip ahead to Question (6). If you answered yes to any part of Question (4) above, then you should proceed to Question (5).

5. Please state the amount of compensatory damages, if any, you award Plaintiff NCL as a result of the negligent omission before the exciter failures on the *Star* in December 2016 and January 2017:

B. NCL's Claims for Fraudulent Affirmative Misrepresentation and Negligent Affirmative Misrepresentation against ABB Oy and ABB Inc. After the Two *Star* Exciter Failures

6. Fraudulent Misrepresentation After *Star*: Do you find that Plaintiff NCL has proven its claim for fraudulent misrepresentation after the two *Star* exciter failures against:

a. ABB Oy? Yes X No _____

b. ABB Inc.? Yes X No _____

If you answered "No" ^{after} to (6)(a) and (6)(b) above, then there was no fraudulent misrepresentation ~~before~~ the exciter failures on the *Star* in December 2016 and January 2017. You should not answer Question (7) but rather you should skip ahead to Question (8). If you answered yes to any part of Question (6) above, then you should proceed to Questions (7) ~~and~~ and 8

7. Please state the amount of compensatory damages, if any, you award Plaintiff NCL as a result of the fraudulent misrepresentation after the exciter failures on the *Star* in December 2016 and January 2017:

\$31,750,000

8. Negligent Misrepresentation After *Star*: Do you find that Plaintiff NCL has proven its claim for negligent misrepresentation after the two *Star* exciter failures against:

a. ABB Oy? Yes X No _____

b. ABB Inc.? Yes X No _____

If you answered "No" to (8)(a) and (8)(b) above, then there was no negligent misrepresentation after the exciter failures on the *Star* in December 2016 and January 2017. You should not answer Question (9) but rather you should skip ahead to Question (10). If you answered yes to any part of Question (8) above, then you should proceed to Question (9).

9. Please state the amount of compensatory damages, if any, you award Plaintiff NCL as a result of the negligent misrepresentation after the two *Star* exciter failures ~~against~~:

\$31,750,000

C. NCL's Claims for Fraudulent Omission and Negligent Omission Against ABB Oy and ABB Inc. After the Two *Star* Exciter Failures

10. Duty to Disclose Post-*Star*: Do you find that Plaintiff NCL has proven that, after the two *Star* exciter failures:

a. Defendants voluntarily undertook to disclose information in connection with a transaction between them but failed to disclose information necessary to prevent the disclosure from being misleading?

i. ABB Oy? Yes X No _____

ii. ABB Inc.? Yes X No _____

b. Defendants possessed superior knowledge of material facts to which NCL did not have access and no opportunity to investigate or Defendants used some trick or artifice to prevent NCL from investigating in connection with a transaction between them?

i. ABB Oy? Yes X No _____

ii. ABB Inc.? Yes X No _____

c. ABB and NCL had a special or confidential relationship whereby NCL reposed trust in ABB and ABB accepted that trust in connection with a transaction?

i. ABB Oy? Yes X No _____

ii. ABB Inc.? Yes X No _____

If you answered "No" to (10)(a)(i), (10)(a)(ii), (10)(b)(i), (10)(b)(ii), (10)(c)(i) and (10)(c)(ii) above, then there was no duty to disclose material information after the two *Star* exciter failures. you should not answer Questions (11) and (12) below but rather you should skip ahead to Part II. If you answered Yes to any part of Question (10) then you should proceed to Questions 11.

11. Fraudulent Omission After *Star*: Do you find that Plaintiff NCL has proven its claim for fraudulent omission after the two *Star* exciter failures against:

a. ABB Oy? Yes No _____

b. ABB Inc.? Yes No _____

If you answered "No" to (11)(a) and (11)(b), then there was no fraudulent omission after the two *Star* exciter failures. You should not answer Questions (12) and (12) below but rather you should skip ahead to Question 13. If you answered Yes to any part of Question (11) then you should proceed to Questions 12.

12. Please state the amount of compensatory damages, if any, you award Plaintiff NCL as a result of the fraudulent omission after the exciter failures on the *Star* in December 2016 and January 2017:

\$31,750,000

13. Negligent Omission After *Star*: Do you find that Plaintiff NCL has proven its claim for negligent omission after the two *Star* exciter failures against:

a. ABB Oy? Yes No _____

b. ABB Inc.? Yes No _____

If you answered "No" to Questions (13)(a) and (13)(b), then there was no negligent omission after the two *Star* exciter failures. You should not answer Question (14) and below but rather you should skip ahead to Part II. If you answered Yes to any part of Question (13) then you should proceed to Question 14.

14. Please state the amount of compensatory damages, if any, you award Plaintiff NCL as a result of the negligent omission after the two *Star* failures of the brushless exciters:

31,750,000

PART II. NCL'S REQUEST FOR PUNITIVE DAMAGES

PUNITIVE DAMAGES

NOTE: YOU SHALL NOT COMPLETE THIS PART II REGARDING PUNITIVE DAMAGE IF YOU HAVE FOUND IN FAVOR OF ABB OY AND ABB INC. ON ALL OF NCL'S CLAIMS ABOVE. IN SUCH AN EVENT, THE JURY FOREPERSON SHOULD PROCEED TO SIGN AND DATE THIS VERDICT FORM ON THE LAST PAGE AND ADVISE THE BAILIFF THAT YOU HAVE REACHED YOUR VERDICT.

YOU SHOULD PROCEED TO ANSWER QUESTIONS 15 AND 16 IF YOU HAVE FOUND IN FAVOR OF NCL ON ANY OF ITS CLAIMS.

15. Has NCL proven by clear and convincing evidence that, in connection with the alleged fraudulent or negligent misrepresentations or omissions, the Defendants acted either with:

a. Intentional misconduct?

i. ABB Oy? Yes X No _____

ii. ABB Inc.? Yes X No _____

or

b. Gross negligence?

i. ABB Oy? Yes X No _____

ii. ABB Inc.? Yes X No _____

16. If you have answered "Yes" to any portion of Question 15, then, under the circumstances of this case, do you find that punitive damages are warranted against:

iii. ABB Oy? Yes X No _____

iv. ABB Inc.? Yes X No _____

So say we all this 20th day of October, 2022.

Gabriel Raudes
Foreperson

PART III.

17. What is the total amount of punitive damages, if any, that should be awarded to Plaintiff NCL and against:

ABB Oy: \$ 31,750,000

ABB Inc.: \$ 95,250,000

So say we all this 20th day of October, 2022.

Gabriel Raudes
Foreperson