

UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF FLORIDA  
Ft. Pierce Division

**Case Number: 09-14314-CV-MARTINEZ-LYNCH**

DUBAI WORLD CORPORATION, and  
its subsidiaries, EXOMOS, NAKHEEL  
and PALM MARINE,

Plaintiffs,

vs.

HERVE JAUBERT and SEAHORSE  
SUBMARINES INTERNATIONAL  
INCORPORATED,

Defendants.

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**VERDICT FORM**

We, the jury in the above-styled cause, unanimously find as follows:

**I. BREACH OF CONTRACT**

1. Did Plaintiff Nakheel show by a preponderance of the evidence that Seahorse Submarine breached a contract with Plaintiff Nakheel for Seahorse to build and deliver a functional Goby submarine by a certain date?

YES \_\_\_\_\_ NO  X

(If you answered "No" to Question 1, do not answer Question 2. Instead proceed directly to Question 3.)

2. If you answered "Yes" to Question 1, what amount of compensation did Plaintiff Nakheel show by a preponderance of the evidence that it is entitled to, if any, for the losses or damages it incurred as a result of Seahorse's breach of the Goby agreement?

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**II. FRAUDULENT MISREPRESENTATION**

3. Did Plaintiffs, Dubai World and its subsidiaries (Exomos, Palm Marine and Nakheel), show by a preponderance of the evidence that Defendants made fraudulent misrepresentations of material fact to Plaintiffs?

YES \_\_\_\_\_ NO X \_\_\_\_\_

(If you answered "No" to Question 3, do not answer Question 4, 5, or 6. Instead proceed directly to Question 7.)

4. If you answered "Yes" to Question 3, what amount of compensation did Plaintiffs show by a preponderance of the evidence that they are entitled to, if any, for the losses or damages they incurred as a result of Defendants' misrepresentation(s)?

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5. If you answered "Yes" to Question 3, did Plaintiffs show by clear and convincing evidence that Defendants engaged in intentional misconduct or gross negligence?

YES \_\_\_\_\_ NO \_\_\_\_\_

(If you answered "No" to Question 5, do not answer Question 6. Instead proceed directly to Question 7.)

6. If you answered "Yes" to Question 5, what amount of punitive damages, if any, is warranted?

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### III. NEGLIGENT MISREPRESENTATION

7. Did Plaintiffs, Dubai World and its subsidiaries (Exomos, Palm Marine and Nakheel), show by a preponderance of the evidence that Defendants made negligent misrepresentations of material fact to Plaintiffs?

YES \_\_\_\_\_ NO X \_\_\_\_\_

(If you answered "No" to Question 7, do not answer Question 8, 9, or 10. Instead proceed directly to Question 11.)

8. If you answered "Yes" to Question 7, what amount of compensation did Plaintiffs show by a preponderance of the evidence that they are entitled to, if any, for the losses or damages they incurred as a result of Defendants' misrepresentation(s)?

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9. If you answered "Yes" to Question 7, did Plaintiffs show by clear and convincing evidence that Defendants engaged in intentional misconduct or gross negligence?

YES \_\_\_\_\_ NO \_\_\_\_\_

(If you answered "No" to Question 9, do not answer Question 10. Instead proceed directly to Question 11.)

10. If you answered "Yes" to Question 9, what amount of punitive damages, if any, is warranted?

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**IV. BREACH OF FIDUCIARY DUTY**

11. Did Plaintiffs Dubai World and its subsidiaries show by a preponderance of the evidence that Defendant Jaubert breached the fiduciary duty he owed to Plaintiffs?

YES \_\_\_\_\_ NO   X  

(If you answered “No” to Question 11, do not answer Question 12. Instead proceed directly to Question 13.)

12. If you answered “Yes” to Question 11, what amount of compensation did Plaintiffs show by a preponderance of the evidence that they are entitled to, if any, due to the losses or damages they incurred due to Jaubert's breach of fiduciary duty?

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**V. CONVERSION**

13. Did Plaintiffs Dubai World and its subsidiaries (Exomos, Palm Marine and Nakheel) show by a preponderance of the evidence that Defendants converted Plaintiffs’ money, as conversion is explained in these instructions?

YES \_\_\_\_\_ NO   X  

(If you answered “No” to Question 13, do not answer Question 14, 15, or 16.

Instead proceed directly to Question 17.)

14. If you answered "Yes" to Question 13, what amount of funds did Plaintiffs show by a preponderance of the evidence, if any, that Defendants converted to their own use?

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15. If you answered "Yes" to Question 13, did Plaintiffs show by clear and convincing evidence that Defendants engaged in intentional misconduct or gross negligence?

YES \_\_\_\_\_ NO \_\_\_\_\_

(If you answered "No" to Question 15, do not answer Question 16. Instead proceed directly to Question 17.)

16. If you answered "Yes" to Question 15, what amount of punitive damages, if any, is warranted?

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**VI. ABUSE OF PROCESS**

17. Did Mr. Jaubert show by a preponderance of the evidence that Dubai World committed abuse of process, as that term is defined in the instructions, after the criminal process in Dubai was issued?

YES \_\_\_\_\_ NO  X

(If you answered "No" to Question 17, do not answer Question 18, 19, 20, or 21.

You are finished. Please sign and date the verdict form.)

18. If you answered "Yes" to Question 17, did Dubai World show by a preponderance of the evidence that it was acting in good faith when it engaged in the abuse of process?

YES \_\_\_\_\_ NO \_\_\_\_\_

(If you answered "Yes" to Question 18, do not answer Question 19, 20, or 21. You are finished. Please sign and date the verdict form.)

19. If you answered "No" to Question 18, what amount of compensation did Mr. Jaubert show by a preponderance of the evidence that he is entitled to, if any, for the losses or damages he incurred as a result of Dubai World's abuse of process?

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20. If you answered "Yes" to Question 17 and "No" to Question 18, did Plaintiffs show by clear and convincing evidence that Defendants engaged in intentional misconduct or gross negligence?

YES \_\_\_\_\_ NO \_\_\_\_\_

(If you answered "No" to Question 20, do not answer Question 21. You are finished. Please sign and date the verdict form.)

21. If you answered "Yes" to Question 20, what amount of punitive damages, if any, is warranted?

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**SO SAY WE ALL.**

Signed and dated at the United States Courthouse, Ft. Pierce, Florida, this 28 day of February, 2011.

\_\_\_\_\_  
Foreperson (please sign)

2/28/11 7:10 PM  
Date

\_\_\_\_\_  
Foreperson (print name)