

OMNI HEALTHCARE, INC.,

Plaintiff,

v.

NORTH BREVARD MEDICAL SUPPORT,  
INC.,

Defendant.

NORTH BREVARD MEDICAL SUPPORT,  
INC.,

Counter-Plaintiff,

v.

OMNI HEALTHCARE, INC., and CRAIG  
K. DELIGDISH, M.D.,

Counter-Defendants.

We, the jury, return the following verdict:

**Omni's Breach of Contract Claim**

1. Did Omni prove a breach of the MSA by NBMS that was the legal cause of damage to Omni?

YES  NO

If your answer to question 1 is NO, your verdict is for NBMS on Omni's claim for breach of the MSA, and you should proceed to question 7. If your answer to question 1 is YES, please proceed to questions 2 through 7.

2. Did NBMS prove its affirmative defense that Omni breached section 7.2(a) of the MSA?

IN THE CIRCUIT COURT OF THE  
EIGHTEENTH JUDICIAL CIRCUIT  
IN AND FOR BREVARD COUNTY,  
FLORIDA

CASE NO.: 05-2021-CA-032983-  
XXXX-XX

**FILED IN OPEN COURT**

Date 9/18/23 Time 3:27 A.M./P.M.

RACHEL M. SADOFF  
Clerk of the Circuit and County Court

By: M. Eisey  
Deputy Clerk

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

3. Did NBMS prove its affirmative defense that OMNI first materially breached the MSA?

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

4. Did NBMS prove its affirmative defense that the MSA lacked the essential term of price?

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

5. Did NBMS prove its affirmative defense that Omni fraudulently induced NBMS to enter into the July 2020 Settlement Agreement?

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

6. Did NBMS prove its affirmative defense that NBMS and Omni made a mutual mistake about State Road 434 referenced in section 7.2(a) of the MSA, in that the reference to State Road 434 should have said 404 or 528?

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

7. Did you find by the greater weight of the evidence that Omni breached its fiduciary duty to NBMS?

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

If you answered yes to question 7, please write below the first date you find that Omni breached its fiduciary duties to NBMS.

Date: 12/31/2020

Proceed to question 8.

#### NBMS's Counterclaim – Breach of the MSA Against Omni

8. Did NBMS prove a breach of the MSA by Omni that was the legal cause of damage to NBMS?

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

If your answer to question 8 is NO, your verdict is for Omni on NBMS's claim for breach of the MSA, and you should proceed to question 10. If your answer to question 8 is YES, please proceed to question 9.

9. Did Omni prove its affirmative defense of first material breach?

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

If your answer to question 9 is NO, your verdict is for NBMS on its Counterclaim for breach of the MSA and you will have to consider the matter of damages. If your answer to question 9 is YES, your verdict is for Omni on this claim.

Proceed to question 10.

**NBMS's Counterclaim – Breach of Fiduciary Duty Against Omni**

10. Did NBMS prove Omni breached a fiduciary duty owed to NBMS that was a legal cause of damage to NBMS?

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

If your answer to question 10 is NO, your verdict is for Omni on this claim. If your answer to question 10 is YES, your verdict is for NBMS on this claim.

Proceed to question 11.

**NBMS's Counterclaim – Breach of Fiduciary Duty Against Dr. Deligdish**

11. Did NBMS prove Dr. Deligdish breached a fiduciary duty owed to NBMS under the MSA that was a legal cause of damage to NBMS?

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

If your answer to question 11 is NO, your verdict is for Dr. Deligdish on this claim. If your answer to question 11 is YES, your verdict is for NBMS on this claim.

Proceed to question 12.

**NBMS's Counterclaim – Aiding and Abetting Breach of Fiduciary Duty Against Dr. Deligdish**

12. Did NBMS prove Dr. Deligdish aided and abetted a breach of fiduciary duty owed to NBMS under the MSA by Omni that was a legal cause of damage to NBMS?

YES ✓ NO \_\_\_\_\_

If your answer to question 12 is NO, your verdict is for Dr. Deligdish on this claim. If your answer to question 12 is YES, your verdict is for NBMS on this claim.

Proceed to question 13.

**NBMS's Counterclaim – Breach of Office Staffing Agreement**

13. Did NBMS prove a breach of the Office Services Agreement by Omni that was the legal cause of damage to NBMS?

YES \_\_\_\_\_ NO ✓

If your answer to question 13 is NO, your verdict is for Omni on NBMS's claim for breach of the Office Services Agreement, and you should proceed to question 15. If your answer to question 13 is YES, please proceed to questions 14.

14. Did Omni prove its affirmative defense of first material breach?

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

If your answer to question 14 is NO, your verdict is for NBMS on its Counterclaim for breach of the office staffing agreement, and you will have to consider the matter of damages. If your answer to question 14 is YES, your verdict is for Omni on this claim.

Proceed to question 15.

15. If your answer to question 1 is YES, state the total amount of damages that you award to Omni Healthcare, Inc. on its claim.

\$ 425,187

Proceed to question 16.

16. To the extent you answered YES to any of the questions 2 through 7, how much, if at all, do you find that those affirmative defenses reduce the amount of Omni's damages?

\$ 69,334

17. If you answered YES to any of the questions 8, 10, 11, 12, or 13, proceed to question 18.

18. State the total amount of damages that you award to NBMS on its counter claims.

\$ 0

Of this total amount, what amount do you attribute to Omni: \$ \_\_\_\_\_

**(If your verdict is for Omni on NBMS's counterclaims, then place a zero.)**

Of this total amount, what amount do you attribute to Dr. Deligdish:

\$ \_\_\_\_\_

**(If your verdict is for Dr. Deligdish on NBMS's counterclaims, then place a zero.)**

**SO SAY WE ALL, this 18 day of September, 2023.**



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FOREPERSON