

JURY VERDICT FORM

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-10-7107

Sea Island Food Group, LLC d/b/a
Squeeze; et al.

Yaschik Development Company, Inc.
d/b/a/ Yaschik Enterprises; et al.

2018 FEB 15 PM 1:05
FILED

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for : <input type="checkbox"/> Plaintiff	<input type="checkbox"/> Defendant
	or <input type="checkbox"/> Self-Represented Litigant	

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

RECEIVED
MAY 15 2018
SC Court of Appeals

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court: **We, the jury, find for the Plaintiff Michael J. Quillen Family Limited Partnership against Yaschik Development Company Inc., d/b/a Yaschik Enterprises. We, the jury, find for the Plaintiff, Sea Island Food Group, LLC d/b/a Squeeze against Yaschik Development Company Inc., d/b/a Yaschik Enterprises. We, the jury, find for the Plaintiff, Top of the Bay, Inc. d/b/a Club Light against Yaschik Development Company Inc., d/b/a Yaschik Enterprises.**

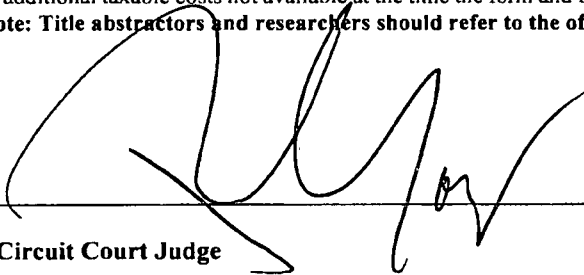
This order ends does not end the case.
Additional Information
for the Clerk :

INFORMATION FOR THE PUBLIC INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Michael J. Quillen Family Limited Partnership	Yaschik Development Company Inc., d/b/a Yaschik Enterprises	\$1,112,857.10 Actual Damages

Sea Island Food Group, LLC d/b/a Squeeze	Yaschik Development Company Inc., d/b/a Yaschik Enterprises	\$738,371.64 Actual Damages \$469,393.10 Punitive Damages
Top of the Bay, Inc. d/b/a Club Light	Yaschik Development Company Inc., d/b/a Yaschik Enterprises	\$1.00 Nominal Damages \$133,333.33 Punitive Damages
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**



Circuit Court Judge

2134
Judge Code

2/5/18
Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: Amanda Haffenden

Please answer each of the below questions in order. Your decisions must be unanimous.

MICHAEL J. QUILLEN FAMILY LIMITED PARTNERSHIP (FLP)

Breach of Contract Against Yaschik

Did Yaschik breach the Master Lease by improperly terminating the lease on the basis that the premises were totally destroyed? Yes No

If yes, did the breach proximately cause damage to the FLP? Yes No

If yes, award appropriate damages to FLP: \$ 1,112,857.10

If you find for FLP on its Breach of Contract Claim then you may consider the following claims of FLP, Squeeze and TOB. If you find Yaschik did not breach its contract with FLP, stop deliberating.

FLP Breach of Contract Accompanied by a Fraudulent Act Against Yaschik

If yes in FLP's Breach of Contract claim against Yashick and damages awarded:

Was Yaschik's breach of the Master Lease accompanied by a fraudulent act? Yes No

If yes, did the breach proximately cause damage to the FLP? Yes No

If yes and proven by clear and convincing evidence, award punitive damages to FLP: \$ 0

Sea Island Food Group, LLC, d/b/a Squeeze

Intentional Interference with Contract Against Yaschik

Did Yaschik intentionally interfere with Squeeze's sublease without justification by terminating the Master Lease?

Yes No

If yes, did the interference proximately cause damage to Squeeze? Yes No

If yes, award appropriate damages to Squeeze: \$ 738,371.⁰⁴

If proven by clear and convincing evidence, award punitive damages to Squeeze: \$ 469,393.¹⁰

Top of the Bay, Inc., d/b/a Club Light

Intentional Interference with Contract Against Yaschik

Did Yaschik intentionally interfere with Top of the Bay's sublease without justification by terminating the Master Lease?

Yes No
Yes No ~~TM 2/2/18~~

If yes, did the breach proximately cause damage to TOB? \$ \$1.⁰⁰

If proven by clear and convincing evidence, award punitive damages to Top of the Bay: \$ 133,333.³³

Jaschik Mike 2/2/18
Foreman/Date