

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

MARVIN CANNON,

CASE NO: 2023-012069-CA-01

Plaintiff,

v.

USAA GENERAL INDEMNITY  
COMPANY

Defendant.

FILED FOR RECORD  
CIVIL DIVISION #203  
2023 APR 20 AM 7:35  
CLERK  
CIRCUIT & COUNTY COURTS  
MIAMI-DADE COUNTY, FL

VERDICT FORM

We the Jury, return the following verdict:

**Question 1:** Did the Plaintiff prove by the greater weight of the evidence that a direct, physical loss occurred during the policy period from July 9, 2022, to July 9, 2023?

YES

NO

*If your answer to question 1 is YES, please answer question 2.*

*If your answer to question 1 is NO, your verdict is for Defendant, and you should not proceed further except to date and sign this Verdict Form and return it to the courtroom.*

**Question 2:** Did the Defendant prove by the greater weight of the evidence that Plaintiff failed to comply with his Duties After Loss and obligations under the policy, including:

(a) As often as Defendant reasonably requires Plaintiff to submit to an Examination Under Oath while not in the presence of another insured and sign the same;

(b) As often as Defendant reasonably requires Plaintiff provide it with records, information, and documents it requests and permit it to make copies; and/or

(c) Provide proof of ownership?

YES

NO

*If your answer to question 2 is YES, your verdict is for Defendant, and you should not proceed further except to date and sign this Verdict Form and return it to the courtroom.*

*If your answer to question 2 is NO, please answer question 3.*

**Question 3:** Did the Defendant prove by the greater weight of the evidence that the loss, theft or damage arose out of any act committed by or at the direction of the Plaintiff with the intent to cause loss or damage?

YES \_\_\_\_\_

NO \_\_\_\_\_

*If your answer to question 3 is YES, your verdict is for Defendant, and you should not proceed further except to date and sign this Verdict Form and return it to the courtroom.*

*If your answer to question 3 is NO, answer question 4.*

**Question 4:** Did the Defendant prove by the greater weight of the evidence that the loss is excluded due to the Plaintiff's neglect and failure to use all reasonable means to save and preserve the property at and after the time of the loss?

YES \_\_\_\_\_

NO \_\_\_\_\_

*If your answer to question 4 is YES, your verdict is for Defendant, and you should not proceed further except to date and sign this Verdict Form and return it to the courtroom.*

*If your answer to question 4 is NO, please answer question 5.*

**Question 5:** Did the Defendant prove by the greater weight of the evidence that the Plaintiff and/or his representatives, after the loss, intentionally concealed or misrepresented any material fact or circumstance, engaged in fraudulent conduct, or made false statements relating to the covered loss in this policy?

YES \_\_\_\_\_

NO \_\_\_\_\_

*If your answer to question 5 is YES, your verdict is for Defendant, and you should not proceed further except to date and sign this Verdict Form and return it to the courtroom.*


*If your answer to question 5 is NO, please answer question 6.*

**Question 6:** What is the amount of damages that the Plaintiff proved by the greater weight of the evidence he was owed under the contract of insurance for the value of the property, at the time of loss, on October 15, 2022?

\$ \_\_\_\_\_ total

SO SAY WE ALL, this 17 day of April, 2026.

KARINA TORRES-FLOREZ  
Foreperson (Print Name)

  
\_\_\_\_\_  
Foreperson (Signature)