# IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI SOUTHERN DIVISION

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LYNN GILDERSLEEVE	
v.	
HISTORIC RENOVATIONS	
OF YAZOO, INC. and	
ALAN RAMSAY	

PLAINTIFF

CAUSE NO. 1:09cv134 LG-RHW

**DEFENDANTS** 

#### AMENDED FINAL JUDGMENT

This action came on for trial on Tuesday, September 7, 2010, before the Court and a jury with Honorable Louis Guirola, Jr., United States District Judge, presiding. The issues have been duly tried, and the jury has heard all of the evidence and argument of counsel and received instructions of the Court, including a Verdict Form. The jury retired to consider their verdict and returned upon their oaths, into open Court, the following verdict, to-wit:

#### **Question Number One**

Do you find by a preponderance of the evidence that the Plaintiff, Lynn Gildersleeve, entered into a contract with Historic Renovations of Yazoo, Inc. for the construction, repair and restoration of her home and additional structures?

Answer "yes" or "no": Yes

#### **Question Number Two**

Do you find by a preponderance of the evidence that Historic Renovations of Yazoo, Inc., materially breached the contract and as a result of the breach, the Plaintiff, Lynn Gildersleeve, suffered damages? Answer "yes" or "no": Yes

### **Question Number Three**

Do you find by a preponderance of the evidence that the Plaintiff Lynn Gildersleeve entered into a contract with Alan Ramsay, individually, for the construction, repair and restoration of her home and additional structures?

Answer "yes" or "no": <u>No</u>

### **Question Number Five**

If your answers to Questions Number Two or Four (or both) are "yes," what amount of money, if any, would adequately compensate the Plaintiff for her damages for breach of contract?

Answer in dollars and cents or "none": <u>\$22,557</u>

## **Question Number Six**

Do you find by a preponderance of the evidence that the Plaintiff, Lynn Gildersleeve, materially breached a contract with Historic Renovations of Yazoo, Inc. for the construction, repair and restoration of her home and additional structures, and that Historic Renovations of Yazoo, Inc. suffered damages as a result?

Answer "yes" or "no": Yes

#### **Question Number Seven**

What amount of money, if any, would adequately compensate Historic Renovations of Yazoo, Inc. for its damages?

Answer in dollars and cents, for damages, if any, or answer "none."

Compensatory damages: <u>\$21,509.72</u>

**IT IS THEREFORE ORDERED AND ADJUDGED** that the Plaintiff, Lynn Gildersleeve, does have and shall recover Judgment of and from the Defendant, Historic Renovations of Yazoo, Inc., in the sum and amount of Twenty Two Thousand Five Hundred Fifty Seven Dollars (\$22,557).

IT IS FURTHER ORDERED AND ADJUDGED that Plaintiff Lynn Gildersleeve take nothing from Defendant Alan Ramsay.

**IT IS FURTHER ORDERED AND ADJUDGED** that the Defendant, Historic Renovations of Yazoo, Inc., does have and shall recover Judgment of and from the Plaintiff, Lynn Gildersleeve, in the sum and amount of Twenty One Thousand Five Hundred and Nine Dollars and Seventy Two Cents (\$21,509.72), plus pre-judgment interest in the amount of Five Thousand Two Hundred Fifty Dollars and Sixty Cents (\$5,250.60).

IT IS FURTHER ORDERED AND ADJUDGED that the parties shall bear their own costs.

SO ORDERED AND ADJUDGED this the 15<sup>th</sup> day of November, 2010.

<u>s Louis Guirola, Jr.</u>

LOUIS GUIROLA, JR. UNITED STATES DISTRICT JUDGE