

DISTRICT COURT, ADAMS COUNTY, COLORADO  
Adams County Justice Center  
1100 Judicial Center Dr.  
BRIGHTON CO 80601

Case No. 2006 CV 713  
Case Name: Heritage Greens AT LEGACY RIDGE HOMEOWNERS ASSOCIATION, INC. vs. CEISSNA ASSOCIATES, LTD., BARRY L. SINKEY and RICHARD G. POSTON  
Case Date: 01/30/2008 10:54 AM  
Case Status: Pending

**Plaintiff:**

Heritage Greens AT LEGACY RIDGE HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation, on its own behalf and on behalf of its Unit Member Owners as their Attorney-in-Fact

**Defendants:**

Heritage Greens AT LEGACY RIDGE, L.L.P., CEISSNA ASSOCIATES, LTD., a Colorado corporation, BARRY L. SINKEY and RICHARD G. POSTON, individually.

**▲ COURT USE ONLY ▲**

Case Number: **2006 CV 713**

Div.: **A**

**SPECIAL VERDICT FORM  
(For All Claims of the Plaintiff Association Against All Defendants)**

You are instructed to answer the following questions. You must all agree on your answer to each question and you must all sign the completed form on the signature lines.

1. Do you find that the Plaintiff Association is entitled to recover damages from the Defendant Heritage Greens at Legacy Ridge, L.L.P. (referred to in these instructions as Heritage Greens, LLP), on its negligence claim?

(Yes or No) Yes

2. Do you find that the Plaintiff Association is entitled to recover damages from the Defendant Cessna Associates, Ltd. (referred to in these instructions as Cessna), on its negligence claim?

(Yes or No) Yes

3. Do you find that the Plaintiff Association is entitled to recover damages from the Defendant Barry L. Sinkey on its negligence claim?

(Yes or No) Yes

4. Do you find that the Plaintiff Association is entitled to recover damages from the Defendant Richard G. Poston on its negligence claim?

(Yes or No) Yes

5. Do you find that the Plaintiff Association is entitled to recover damages from the Defendant Heritage Greens, LLP on its negligent misrepresentation (including negligent nondisclosure) claim?

(Yes or No) Yes

6. Do you find that the Plaintiff Association is entitled to recover damages from the Defendant Cessna on its negligent misrepresentation (including negligent nondisclosure) claim?

(Yes or No) yes

7. Do you find that the Plaintiff Association is entitled to recover damages from the Defendant Barry L. Sinkey on its negligent misrepresentation claim?

(including negligent nondisclosure)?

(Yes or No) yes

8. Do you find that the Plaintiff Association is entitled to recover damages from the Defendant Richard G. Poston on its negligent misrepresentation (including negligent nondisclosure) claim? *fr*

(Yes or No) yes

9. Do you find that the Plaintiff Association is entitled to recover damages from the Defendants Heritage Greens L.L.P. and Cessna on its breach of implied warranty claim?

(Yes or No) yes

10. Do you find that the Plaintiff Association is entitled to recover damages from the Defendant Barry L. Sinkey on its breach of fiduciary duty claim? *S*

(Yes or No) yes

11. Do you find that the Plaintiff Association is entitled to recover damages from the Defendant Richard G. Poston on its breach of fiduciary duty claim? *S*

(Yes or No) yes

If you answered all of the above questions "No," then stop here and sign this Special Verdict Form as indicated below.

If, on the other hand, you answered "Yes" to any or all of the above questions, then answer the following questions:

12. Taking as 100 percent the combined wrongful conduct that caused the Association's damages, what percentage of the Association's damages was caused by the fault, if any, of each of the Defendants Heritage Greens L.L.P. and Cessna from whom you have found the Association is entitled to recover? You must enter the figure of zero, "0", for any party you have found was not at fault.

Heritage Greens, LLP:

15 % (do not include any percentage fault  
you attribute to Defendant Cessna)

Cessna:

85 % (do not include any percentage fault  
you attribute to Defendant Heritage Greens,  
LLP)

MUST TOTAL

100%

[continued on next page]

13. State the total amount of the Association's actual damages caused by the combined fault of all the parties identified in response to the preceding question 12 above:

13.1 The cost to repair the condominiums and their common elements:

\$ 11,200,000.00

13.2 Other actual damages consisting of: (a) costs and professional fees incurred in investigating the feasibility, scope and cost of repairing the condominiums and their common elements; (b) the cost of past repairs and mitigation expenses; and, (c) the cost of future repairs and mitigation expenses:

\$ 476,000.00

14. In answering the following questions 14.1 to 14.8 below, the total of the percentages you provide in responding to those questions may add up to more than 100%, however, the Court will only permit the Association to recover its damages once:

**14.1** If you answered "Yes" to either questions 1 or 5 do you find that the Association has proved Barry L. Sinkey approved of, directed, actively participated in or cooperated in any of Heritage Greens L.L.P.'s wrongful conduct?

(Yes or No) yes

**14.2** If you answered "Yes" to the preceding question 14.1, what percentage of the Association's damages, if any, was caused by Heritage Greens L.L.P.'s wrongful conduct of which Barry L. Sinkey approved, directed, actively participated, or cooperated?

100 %

14.3 If you answered "Yes" to any of questions 2 or 6 do you find that the Association has proved Barry L. Sinkey approved of, directed, actively participated in or cooperated in any of Cessna's wrongful conduct?

(Yes or No) Yes

14.4 If you answered "Yes" to the preceding question 14.3, what percentage of the Association's damages, if any, was caused by Cessna's wrongful conduct of which Barry L. Sinkey approved, directed, actively participated, or cooperated?

100 %

14.5 If you answered "Yes" to any of questions 1 or 5 do you find that the Association has proved Richard Poston approved of, directed, actively participated in or cooperated in any of Heritage Greens L.L.P.'s wrongful conduct?

(Yes or No) Yes

**14.6** If you answered "Yes" to the preceding question 14.5, what percentage of the Association's damages, if any, was caused by Heritage Greens L.L.P.'s wrongful conduct of which Richard Poston approved, directed, actively participated, or cooperated?

100 %

**14.7** If you answered "Yes" to any of questions 2 or 6 do you find that the Association has proved Richard Poston approved of, directed, actively participated in or cooperated in any of Cessna's wrongful conduct?

(Yes or No) Yes

**14.8** If you answered "Yes" to the preceding question 14.7, what percentage of the Association's damages, if any, was caused by Cessna's wrongful conduct of which Richard Poston approved, directed, actively participated, or cooperated?

100 %

15. In answering the following questions 15.1 and 15.2 below, the total of the percentages you provide in responding to those questions may add up to more than 100%, however, the Court will only permit the Association to recover its damages once:

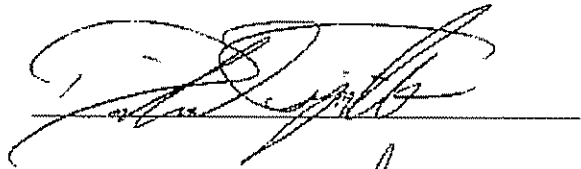
**15.1** If you answered "Yes" to any of questions 3, 7 or 10, what percentage of the Association's total damages you have found in answering questions 13.1 through 13.2 was caused by Barry L. Sinkey's conduct?

50 %

**15.2** If you answered "Yes" to any of questions 4, 8 or 11, what percentage of the Association's total damages you have found in answering questions 13.1 through 13.2 was caused by Richard G. Poston's conduct?

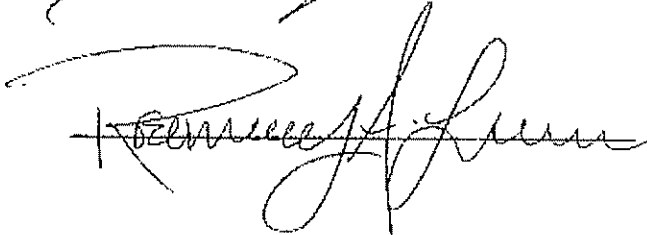
50 %

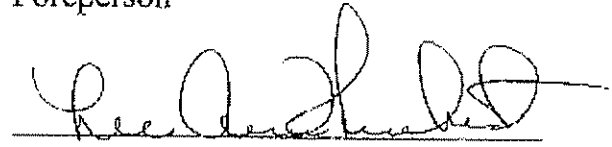
Please sign this special verdict form on the signature lines provided below.

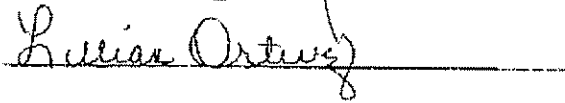
  
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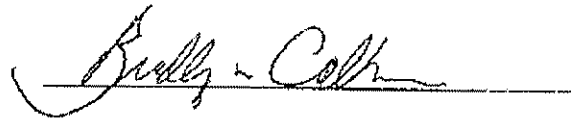
  
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Foreperson

  
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