

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

JW Aluminum Company,

Plaintiff,

v.

ACE American Insurance Company &
General Security Indemnity Company of
Arizona,

Defendants.

Case No. 2:21-CV-01034-BHH

VERDICT FORM

QUESTION NO. 1 Do you, the jury, unanimously find that Plaintiff JWA has proven by a preponderance of the evidence that Defendants ACE American Insurance Company and General Security Indemnity Company of Arizona breached the insurance contract by failing to pay for the damage to Plaintiff JWA's property and/or resulting business interruption losses?

Yes: ✓

No: _____

If you answered "no" to question 1, stop. Do not answer any further questions. Simply sign and date the verdict form. If you answered "yes" to question 1, then proceed to question 2.

QUESTION NO. 2 Do you, the jury, unanimously find that Plaintiff JWA has proven by a preponderance of the evidence that Defendants ACE American Insurance Company and General Security Indemnity Company of Arizona prevented or hindered JWA from repairing,

rebuilding, or replacing the damaged property within two years from the date of loss, entitling Plaintiff JWA to the replacement cost value of the damaged property?

Yes: ✓

No: _____

If you answered "no" to question 2, then proceed to question 4. If you answered "yes" to question 2, then proceed to question 3.

QUESTION NO. 3 Do you, the jury, unanimously find that Defendants ACE American Insurance Company and General Security Indemnity Company of Arizona have proven by a preponderance of the evidence that Plaintiff JWA would not have repaired, rebuilt, or replaced the damaged property within two years from the date of loss regardless of Defendants' prevention?

Yes: _____

No: X

If you answered "no" to question 3, then proceed to question 5. If you answered "yes" to question 3, then proceed to question 4.

QUESTION NO. 4 Do you, the jury, unanimously find that Defendants ACE American Insurance Company and General Security Indemnity Company of Arizona have proven by a preponderance of the evidence the actual cash value, if any, of the damaged property is:

\$ _____

Proceed to question 5.

QUESTION NO. 5 Do you, the jury, unanimously find that Plaintiff JWA has proven by a preponderance of the evidence that it would have sold cast coil on the third-party market had there been no damage to the Legacy Equipment?

Yes: ✓

No: _____

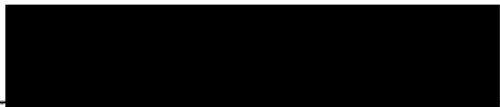
If you answered "no" to question 5, stop. Do not answer any further questions. Simply sign and date the verdict form. If you answered "yes" to question 5, then proceed to question 6.

QUESTION NO. 6 Without accounting for deductibles, state the amount of business interruption damages that Plaintiff JWA has proven by a preponderance of the evidence that it sustained as a result of its lost sales of cast coil on the third-party market.

\$ 80,712,037.00

This is the end of the verdict form. Please review it to ensure that it accurately reflects your unanimous determinations. The Jury Foreperson should then sign and date the verdict form in the space below.

Certification of Jury Verdict:



Jury Foreperson

November 18, 2025
Charleston, South Carolina