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APPENDIX A

Order Granting Directed Verdict

**IN THE CIRCUIT COURT
OF THE FOURTH JUDICIAL CIRCUIT
IN AND FOR DUVAL COUNTY, FLORIDA**

**CASE NUMBER: 16-2019-CA-007583-XXXX-MA
DIVISION: CV-F**

**TIMOTHY L MALDEN,
Plaintiff,**

-vs-

**A CROWN ROOFING INC.,
Defendant.**

ORDER GRANTING DIRECTED VERDICT

On motion of Defense counsel in open court at the completion of Plaintiff's case-in-chief, the court finds that directed verdict is appropriate in this case. The court has considered all testimony and evidence presented in a light most favorable to Plaintiff. Under no view of the evidence could a reasonable juror return a verdict for Plaintiff on any of the three counts in his Complaint. See *Etheredge v. Walt Disney World Co.*, 999 So.2d 669, 671 (Fla. 5th DCA 2008) ("[A] motion for directed verdict shall be granted only if no view of the evidence could support a verdict for the non-moving party and that the trial court therefore determines that no reasonable jury could render a verdict for that party.")

Plaintiff failed to present evidence to establish any general contractual damages for his claims in Counts

I and II for breach of contract and breach of warranty. He presented no competent evidence of either the reasonable cost of construction and completion in accordance with the contract or the difference between the value of the product contracted for would have had and the value of the performance that has been received by the plaintiff. See *Grossman Holdings Ltd. v. Hourihan*, 414 So.2d 1037, 1039 (Fla. 1982) (adopting Section 346 of the Restatement (First) of Contracts (1932)). He provided no competent evidence as to the cost to repair anything related to the roof assembly work performed by Defendant and, moreover, no evidence as to what specifically needs to be repaired at this point in the wake of GAF's warranty repair work.

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ACCEPTED: DUVAL COUNTY, JODY PHILLIPS,
CLERK, 12/11/2024 08:56:49 AM

Further, Plaintiff provided no competent evidence he was damaged as a result of any alleged deceptive and unfair trade practice which formed the basis of his claim in count III. He conceded at trial that the basis for his claim in count III was that he did not receive 28 sheets of plywood to repair damaged roof sheathing as specified in the original invoice. However, he also testified he was charged \$1,200.00 in the original invoice for this plywood, but conceded Defendant waived collection and/or never collected this money from him.

Finally, Plaintiff testified to a number of areas and items in his home damaged by water intrusion. As a general matter, damages related to these areas could be recoverable as an element of his special damages. However, Plaintiff provided no competent evidence to causally link any of the defects in the roof assembly discussed by his expert, Jordan Marchman, and the water-damaged areas in his home. At most, Plaintiff's causation evidence assumes causation merely from the temporal sequence between the roof repairs completed by Defendant and the water intrusion he experienced thereafter. This amounts to no more than reasoning post hoc ergo propter hoc ("after this, therefore because of this") and is improper. See *Perez v. Bell South Telecommunications, Inc.*, 138 So.3d 492, 499 (Fla. 3d DCA 2014). Additionally, there was no evidence of the cost to repair any of the water-damaged areas.

Courts should rarely grant directed verdicts, but have a duty to do so when the movant meets the high burden necessary for its entry. Defendant has met that burden in this case.

Therefore, it is:

ORDERED:

1. Verdict is directed in favor of Defendant and against Plaintiff on all counts;

2. The court, by separate order, will enter a final judgment.

DONE AND ORDERED in Chambers at Jacksonville, Duval County, Florida this Tuesday, December 10, 2024.

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APPENDIX B
Per Curiam Affirmance

FIFTH DISTRICT COURT OF APPEAL
STATE OF FLORIDA

Case No. 5D2025-0917
LT Case No. 2019-CA-007583

TIMOTHY L. MALDEN,
Appellant,
v.
A CROWN ROOFING, INC.,
Appellee.

On appeal from the Circuit Court for Duval County.
James H. Daniel, Judge.

Timothy L. Malden, Jacksonville, pro se.

Jonathan B.B. Lucas and David H. Willis, of Willis
Lucas Law Group, P.A., Jacksonville Beach, for Ap-
pellee.

April 2, 2026

PER CURIAM.

AFFIRMED.

MAKAR, EDWARDS, and SOUD, JJ., concur.

Not final until disposition of any timely and
authorized motion under Fla. R. App. P. 9.330 or
9.331.

APPENDIX C

**Order Denying Motion for Rehearing and
Written Opinion**

**IN THE DISTRICT COURT OF APPEAL OF
THE STATE OF FLORIDA
FIFTH DISTRICT**

Timothy L. Malden,
Appellant(s),

v.

A Crown Roofing, Inc.,
Appellee(s).

Case No.: 5D2025-0917
L.T. No.: 2019-CA-007583

Date: April 21, 2026

BY ORDER OF THE COURT:

ORDERED that Appellant's "Motion for Rehearing
and Written Opinion," filed April 14, 2026, is denied.

I hereby certify that the foregoing is
(a true copy of) the original Court order.

5D2025-0917 4/21/2026

SANDRA B. WILLIAMS, CLERK

Panel: Judges Makar, Edwards and Soud

cc:

Jonathan Lucas
Timothy L. Malden
David H. Willis