

**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF SAN DIEGO, CENTRAL DIVISION**

LARRY GERACI, an individual,

Plaintiff,

v.

DARRYL COTTON, an individual; and DOES 1  
through 10, inclusive,

Defendants.

Case No. 37-2017-00010073-CU-BC-CTL

Judge: The Honorable Joel R. Wohlfeil  
Dept: C-73

**JUDGMENT ON JURY VERDICT**  
**[PROPOSED]**

DARRYL COTTON, an individual,

Cross-Complainant,

v.

LARRY GERACI, an individual, REBECCA  
BERRY, an individual, and DOES 1  
THROUGH 10, INCLUSIVE,

Cross-Defendants.

**[IMAGED FILE]**

**Action Filed: March 21, 2017**  
**Trial Date: June 28, 2019**

This action arises out of a contract dispute between Plaintiff Larry Geraci ("Plaintiff") and Defendant and Cross-Complainant Darryl Cotton ("Defendant"). Plaintiff alleges in this action that Defendant breached the terms of a purchase and sale agreement.

This case came on regularly for jury trial on June 28, 2019 and continued through July 16, 2019 in Department C-73 of the Superior Court, The Honorable Judge Joel R. Wohlfeil presiding. Michael R. Weinstein, Scott H. Toothacre, and Elyssa K. Kulas of FERRIS & BRITTON, APC, appeared for

1 Plaintiff and Cross-Defendant LARRY GERACI and Cross-Defendant REBECCA BERRY, and  
2 Jacob P. Austin of THE LAW OFFICE OF JACOB AUSTIN appeared for Defendant and Cross-  
3 Complainant DARRYL COTTON.

4 A jury of 12 persons was regularly empaneled and sworn. Witnesses were sworn and testified  
5 and certain trial exhibits were admitted into evidence.

6 Prior to commencement of and during the trial in this action, this Court made certain rulings and  
7 findings at the hearings on the parties' in limine and other integral trial-related motions regarding the  
8 nature and scope of certain issues, evidence and testimony permitted to be presented and excluded from  
9 presentation to the jury for consideration in reaching its verdict. As material to this Judgment and action,  
10 the Court found:

11 1. The November 2, 2016 written document is a fully integrated sales contract as alleged by  
12 Plaintiff in his Complaint.

13 2. Plaintiff's testimony and evidence at trial neither constitute legal affirmative defenses of  
14 mistake or fraud nor contradict his judicial admissions in his Answer to Defendant's Cross-Complaint.

15 3. Plaintiff is not barred by law pursuant to the California Business and Professions Code,  
16 Division 10 (Cannabis), Chapter 5 (Licensing), § 26057 (Denial of Application) from owning a Marijuana  
17 Outlet conditional use permit issued by the City of San Diego.

18 During the trial and following opening statement by counsel for Plaintiff/Cross-Defendants, this  
19 Court granted Cross-Defendants' motion for nonsuit as to the fraud cause of action against Cross-  
20 Defendant Rebecca Berry only in the Cross-Complainant's operative Second Amended Cross-Complaint.  
21 A copy of the Court's July 3, 2019 Minute Order dismissing Cross-Defendant Rebecca Berry from this  
22 action is attached as Exhibit A.

23 At the conclusion of trial after having heard the evidence, testimony and closing arguments by  
24 the parties' counsel, the jury was duly instructed by the Court and the cause was submitted to the jury  
25 with directions to return a verdict on special issues on two special verdict forms. Following deliberations,  
26 the jury returned into court with the following two special verdicts:

27 ///

28 ///

1 **SPECIAL VERDICT FORM NO. 1**

2 We, the Jury, in the above entitled action, find the following special verdict on the questions  
3 submitted to us:

4  
5 **Breach of Contract**

6  
7 1. Did Plaintiff Larry Geraci and Defendant Darryl Cotton enter into the November 2, 2016  
8 written contract?

9 Answer: YES

10  
11 2. Did Plaintiff do all, or substantially all, of the significant things that the contract required him  
12 to do?

13 Answer: NO

14  
15 3. Was Plaintiff excused from having to do all, or substantially all, of the significant things that  
16 the contract required him to do?

17 Answer: YES

18  
19 4. Did all the condition(s) that were required for Defendant's performance occur?

20 Answer: NO

21  
22 5. Was the required condition(s) that did not occur excused?

23 Answer: YES

24  
25 6. Did Defendant fail to do something that the contract required him to do?

26 Answer: YES

27 or

28 Did Defendant do something that the contract prohibited him from doing?

1 Answer: YES

2  
3 7. Was Plaintiff harmed by Defendant's breach of contract?

4 Answer: YES

5  
6 **Breach of the Implied Covenant of Good Faith and Fair Dealing**

7  
8 8. Did Defendant unfairly interfere with Plaintiffs right to receive the benefits of the contract?

9 Answer: YES

10  
11 9. Was Plaintiff harmed by Defendant's interference?

12 Answer: YES

13  
14 10. What are Plaintiffs damages?

15 Answer: \$260,109.28

16  
17 A true and correct copy of Special Verdict Form No. 1 is attached hereto as Exhibit B.

18  
19 **SPECIAL VERDICT FORM NO. 2**

20 We, the Jury, in the above entitled action, find the following special verdict on the questions  
21 submitted to us:

22  
23 **Breach of Contract**

24  
25 1. Did Cross-Complainant Darryl Cotton and Cross-Defendant Larry Geraci enter into an oral  
26 contract to form a joint venture?

27 Answer: NO

1 **Fraud - Intentional Misrepresentation**

2  
3 8. Did Cross-Defendant make a false representation of an important fact to Cross-Complainant?

4 Answer: NO

5  
6 **Fraud - False Promise**

7  
8 13. Did Cross-Defendant make a promise to Cross-Complainant that was important to the  
9 transaction?

10 Answer: NO

11  
12 **Fraud - Negligent Misrepresentation**

13  
14 19. Did Cross-Defendant make a false representation of an important fact to Cross-Complainant?

15 Answer: NO

16  
17 Given the jury's responses, Question 25 regarding Cross-Complainant's damages became  
18 inapplicable as a result of the jury's responses.

19  
20 A true and correct copy of Special Verdict Form No. 2 is attached hereto as Exhibit C.

21  
22 **NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:**

23 1. That Plaintiff LARRY GERACI shall have and recover from Defendant DARRYL  
24 COTTON the sum of \$260,109.28, with interest thereon at ten percent (10%) per annum from the date  
25 of entry of this judgment the entire amount of the judgment plus interest are paid in full, together with  
26 costs of suit in the amount of \$\_\_\_\_\_;

27 2. That Cross-Complainant DARRYL COTTON take nothing from Cross-Defendant  
28 REBECCA BERRY; and

1           3.       That Cross-Complainant DARRYL COTTON take nothing from Cross-Defendant  
2 LARRY GERACI.

3  
4           **IT IS SO ORDERED.**

5  
6 DATED: \_\_\_\_\_

**ORDER DENIED**  
\_\_\_\_\_  
THE HONORABLE JOEL R. WOHLFEIL  
Judge of the Superior Court

# **EXHIBIT A**

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SAN DIEGO  
CENTRAL**

**MINUTE ORDER**

DATE: 07/03/2019                      TIME: 09:00:00 AM                      DEPT: C-73

JUDICIAL OFFICER PRESIDING: Joel R. Wohlfeil  
CLERK: Andrea Taylor  
REPORTER/ERM: Margaret Smith CSR# 9733  
BAILIFF/COURT ATTENDANT: R. Camberos

CASE NO: **37-2017-00010073-CU-BC-CTL** CASE INIT.DATE: 03/21/2017  
CASE TITLE: **Larry Geraci vs Darryl Cotton [Imaged]**  
CASE CATEGORY: Civil - Unlimited                      CASE TYPE: Breach of Contract/Warranty

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**EVENT TYPE:** Civil Jury Trial

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**APPEARANCES**

Michael R Weinstein, counsel, present for Respondent on Appeal, Cross - Defendant, Cross - Complainant, Plaintiff(s).  
Scott H Toothacre, counsel, present for Respondent on Appeal, Cross - Defendant, Cross - Complainant, Plaintiff(s).  
Jacob Austin, counsel, present for Defendant, Cross - Complainant, Appellant(s).  
Darryl Cotton, Defendant is present.  
Larry Geraci, Plaintiff is present.  
Rebecca Berry, Cross - Defendant is present.

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8:55 a.m. This being the time previously set for further Jury trial in the above entitled cause, having been continued from July 2, 2019, all parties and counsel appear as noted above and court convenes. The jurors are not present.

Outside the presence of the jury, Court and counsel discuss exhibits.

9:01 a.m. Court is in recess.

9:03 a.m. Court reconvenes with plaintiff(s), defendant(s) and counsel present as noted above. The jurors are present except for juror no. 4.

An unreported sidebar conference is held. (6 minutes) Juror no. 4 arrives.

9:09 a.m. Attorney Weinstein presents opening statement on behalf of Plaintiff/Cross-Defendant Larry Geraci, et al.

9:55 a.m. Attorney Austin presents opening statement on behalf of Defendant/Cross-Complainant Darryl Cotton.



10:15 a.m. All jurors are admonished and excused for break and Court is in recess.

10:24 a.m. Court reconvenes with plaintiff(s), defendant(s) and counsel present as noted above. The jury is not present.

Outside the presence of the jury, Plaintiff makes a Motion for Non-suit on the Cross-Complaint against Rebecca Berry. The Court hears oral argument. Motion for Non-Suit is denied as to Declaratory Relief claim. Motion for Non-Suit is granted as to Fraud claim.

10:30 a.m. Court is in recess.

10:31 a.m. Court reconvenes with plaintiff(s), defendant(s) and counsel present as noted above. All jurors are present.

10:32 a.m. **LARRY GERACI** is sworn and examined by Attorney Weinstein on behalf of Plaintiff/Cross-Defendants, Larry Geraci, et al.

The following Court's exhibit(s) are marked for identification and admitted on behalf of Plaintiff/Cross-Defendant:

- 1) Letter of Agreement with Bartell & Associates dated 10/29/15
- 5) Text Messages between Larry Geraci and Darryl Cotton from 7/21/16-5/8/17
- 8) Email to Larry Geraci from Darryl Cotton dated 9/21/16 with attached letter to Dale and Darryl Cotton from Kirk Ross, dated 9/21/16
- 9) Email to Larry Geraci from Darryl Cotton, dated 9/26/16
- 10) Draft Services Agreement Contract between Inda-Gro and GERL Investments, dated 9/24/16
- 14) Email to Larry Geraci and Neil Dutta from Abhay Schweitzer, dated 10/4/16
- 15) Email to Rebecca Berry from Abhay Schweitzer, dated 10/6/16
- 17) Email to Larry Geraci and Neil Dutta from Abhay Schweitzer, dated 10/18/16
- 18) Email thread between Neil Dutta from Abhay Schweitzer, dated 10/19/16
- 21) Email from Larry Geraci to Darryl Cotton, dated 10/24/16
- 30) City of San Diego Ownership Disclosure Statement signed, dated 10/31/16
- 38) Agreement between Larry Geraci or assignee and Darryl Cotton, dated 11/2/16
- 39) Excerpt from Jessica Newell Notary Book, dated 11/2/16
- 40) Email to Darryl Cotton from Larry Geraci attaching Nov. 2 Agreement, dated 11/2/16
- 41) Email from Darryl Cotton to Larry Geraci, dated 11/2/16
- 42) Email to Darryl Cotton from Larry Geraci, dated 11/2/16

11:44 a.m. All jurors are admonished and excused for lunch and Court remains in session.

Outside the presence of the jury, Attorney Austin makes a Motion for Non-Suit on Breach of Contract claim against Darryl Cotton. The Court hears oral argument. Motion for Non-Suit is denied without prejudice.

11:50 a.m. Court is in recess.

1:19 p.m. Court reconvenes with plaintiff(s), defendant(s) and counsel present as noted above. The jurors are not present.

Outside the presence of the jury, Attorney Austin makes a Motion for Non-Suit. The Court hears argument. The Motion for Non-Suit is denied without prejudice as pre-mature. Court and counsel discuss scheduling.

1:25 p.m. Court is in recess.

1:33 p.m. Court reconvenes with plaintiff(s), defendant(s) and counsel present as noted above. All jurors are present.

1:34 p.m. Larry Geraci, previously sworn, resumes the stand for further direct examination by Attorney Weinstein on behalf of Plaintiff/Cross-Defendants, Larry Geraci, et al.

The following Court's exhibit(s) are marked for identification and admitted on behalf of Plaintiff/Cross-Defendants:

- 43) Email to Becky Berry from Abhay Schweitzer, dated 11/7/16 with attachment
- 44) Email to Darryl Cotton from Larry Geraci, dated 11/14/16
- 46) Authorization to view records, signed by Cotton, 11/15/16
- 59) Email to Darryl Cotton from Larry Geraci, dated 2/27/17
- 62) Email to Darryl Cotton from Larry Geraci, dated 3/2/17
- 63) Email to Larry Geraci from Darryl Cotton, dated 3/3/17
- 64) Email to Darryl Cotton from Larry Geraci, dated 3/7/17
- 69) Email to Larry Geraci from Darryl Cotton, dated 3/17/17 at 2:15 p.m.
- 72) Email to Larry Geraci from Darryl Cotton, dated 3/19/17 at 6:47 p.m.
- 137) Federal Blvd.- Summary of All Expense Payments, excel spreadsheet

2:29 p.m. An unreported sidebar conference is held. (3 minutes)

2:36 p.m. Cross examination of Larry Geraci commences by Attorney Austin on behalf of Defendant/Cross-Complainant, Darryl Cotton.

2:53 p.m. All jurors are admonished and excused for break and Court is in recess.

3:08 p.m. Court reconvenes with plaintiff(s), defendant(s) and counsel present as noted above. All jurors are present.

3:09 p.m. Larry Geraci is sworn and examined by Attorney Austin on behalf of Defendant/Cross-Complainant, Defendant.

3:47 p.m. Redirect examination of Larry Geraci commences by Attorney Weinstein on behalf of Plaintiff/Cross-Defendant, Larry Geraci, et al.

3:48 p.m. The witness is excused.

3:49 p.m. **REBECCA BERRY** is sworn and examined by Attorney Weinstein on behalf of Plaintiff/Cross-Defendant, Larry Geraci, et al.

The following Court's exhibit(s) is marked for identification and admitted on behalf of

Plaintiff/Cross-Complainant:

**34) Forms submitted to City of San Diego dated 10/31/16; Form DS-3032 General Application dated 10/31/16**

4:00 p.m. Cross examination of Rebecca Berry commences by Attorney Austin on behalf of Defendant/Cross-complainant, Darryl Cotton.

4:15 p.m. The witness is excused.

4:16 p.m. All jurors are admonished and excused for the evening and Court remains in session.

Outside the presence of the jury, Court and counsel discuss scheduling.

4:22 p.m. Court is adjourned until 07/08/2019 at 09:00AM in Department 73.

# **EXHIBIT B**

ORIGINAL

FILED  
Clerk of the Superior Court

JUL 16 2019

By: A. TAYLOR

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN DIEGO, CENTRAL DIVISION

LARRY GERACI,  
Plaintiff,

v.

DARRYL COTTON,  
Defendant.

Case No. 37-2017-00010073-CU-BC-CTL

SPECIAL VERDICT FORM NO. 1

Judge: Hon. Joel R. Wohlfeil

DARRYL COTTON,  
Cross-Complainant,

v.

LARRY GERACI,  
Cross-Defendant.

We, the Jury, in the above entitled action, find the following special verdict on the questions submitted to us:

Breach of Contract

1. Did Plaintiff Larry Geraci and Defendant Darryl Cotton enter into the November 2, 2016 written contract?

1  
2 ☒ Yes ☐ No  
3

4 If your answer to question 1 is yes, answer question 2. If your answer to question 1 is no, answer  
5 no further questions, and have the presiding juror sign and date this form.  
6

7 2. Did Plaintiff do all, or substantially all, of the significant things that the contract required him  
8 to do?  
9

10 ☐ Yes ☒ No  
11

12 If your answer to question 2 is yes, do not answer question 3 and answer question 4. If your  
13 answer to question 2 is no, answer question 3.  
14

15 3. Was Plaintiff excused from having to do all, or substantially all, of the significant things that  
16 the contract required him to do?  
17

18 ☒ Yes ☐ No  
19

20 If your answer to question 3 is yes, answer question 4. If your answer to question 3 is no, answer  
21 no further questions, and have the presiding juror sign and date this form.  
22

23 4. Did all the condition(s) that were required for Defendant's performance occur?  
24

25 ☐ Yes ☒ No  
26

27 If your answer to question 4 is yes, do not answer question 5 and answer question 6. If your  
28 answer to question 4 is no, answer question 5.

1  
2 5. Was the required condition(s) that did not occur excused?

3  
4 ☒ Yes ☐ No

5  
6 If your answer to question 5 is yes, then answer question 6. If your answer to question 5 is no,  
7 answer no further questions, and have the presiding juror sign and date this form.

8  
9 6: Did Defendant fail to do something that the contract required him to do?

10  
11 ☒ Yes ☐ No

12  
13 or

14  
15 Did Defendant do something that the contract prohibited him from doing?

16  
17 ☒ Yes ☐ No

18  
19 If your answer to either option for question 6 is yes, answer question 7. If your answer to both  
20 options is no, do not answer question 7 and answer question 8.

21  
22 7. Was Plaintiff harmed by Defendant's breach of contract?

23  
24 ☒ Yes ☐ No

25  
26 If your answer to questions 4 or 5 is yes, please answer question 8.

27  
28 **Breach of the Implied Covenant of Good Faith and Fair Dealing**

1  
2 8. Did Defendant unfairly interfere with Plaintiff's right to receive the benefits of the contract?

3  
4 ☒ Yes ☐ No

5  
6 If your answer to question 8 is yes, answer question 9. If your answer to question 8 is no, but  
7 your answer to question 7 is yes, do not answer question 9 and answer question 10. If your answers to  
8 questions 7 and 8 were not yes, answer no further questions, and have the presiding juror sign and date  
9 this form.

10  
11 9. Was Plaintiff harmed by Defendant's interference?

12  
13 ☒ Yes ☐ No

14  
15 If your answer to question 9 is yes, answer question 10. If your answer to question 9 is no, but  
16 your answer to question 7 is yes, answer question 10. If your answers to questions 7 and 9 were not yes,  
17 answer no further questions, and have the presiding juror sign and date this form.

18  
19 10. What are Plaintiff's damages?

20  
21 \$ 260,109.28

22  
23 Dated: 7/16/19

Signed: [Signature]

Presiding Juror

24  
25  
26 After all verdict forms have been signed, notify the bailiff that you are ready to present your  
27 verdict in the courtroom.  
28



# **EXHIBIT C**

ORIGINAL

FILED  
Clerk of the Superior Court

JUL 16 2019

By: A. TAYLOR

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN DIEGO, CENTRAL DIVISION

LARRY GERACI,

Plaintiff,

v.

DARRYL COTTON,

Defendant.

Case No. 37-2017-00010073-CU-BC-CTL

Judge: Hon. Joel R. Wohlfeil

SPECIAL VERDICT FORM NO. 2

DARRYL COTTON,

Cross-Complainant,

v.

LARRY GERACI,

Cross-Defendant.

We, the Jury, in the above entitled action, find the following special verdict on the questions submitted to us:

Breach of Contract

1 1. Did Cross-Complainant Darryl Cotton and Cross-Defendant Larry Geraci enter into an oral  
2 contract to form a joint venture?

3  
4 ☐ Yes ☒ No

5  
6 If your answer to question 1 is yes, answer question 2. If your answer to question 1 is no, do not  
7 answer questions 2 – 7 and answer question 8.

8  
9 2. Did Cross-Complainant do all, or substantially all, of the significant things that the contract  
10 required him to do?

11  
12 ☐ Yes ☐ No

13  
14 If your answer to question 2 is yes, do not answer question 3 and answer question 4. If your  
15 answer to question 2 is no, answer question 3.

16  
17 3. Was Cross-Complainant excused from having to do all, or substantially all, of the significant  
18 things that the contract required him to do?

19  
20 ☐ Yes ☐ No

21  
22 If your answer to question 3 is yes, answer question 4. If your answer to question 3 is no, do not  
23 answer questions 4 – 7 and answer question 8.

24  
25 4. Did all the condition(s) that were required for Cross-Defendant's performance occur?

26  
27 ☐ Yes ☐ No

1 If your answer to question 4 is yes, do not answer question 5 and answer question 6. If your  
2 answer to question 4 is no, answer question 5.

3  
4 5. Was the required condition(s) that did not occur excused?

5  
6 ☐ Yes ☐ No

7  
8 If your answer to question 5 is yes, answer question 6. If your answer to question 5 is no, do not  
9 answer questions 6 – 7 and answer question 8.

10  
11 6. Did Cross-Defendant fail to do something that the contract required him to do?

12  
13 ☐ Yes ☐ No

14  
15 or

16  
17 Did Cross-Defendant do something that the contract prohibited him from doing?

18  
19 ☐ Yes ☐ No

20  
21 If your answer to either option for question 6 is yes, answer question 7. If your answer to both  
22 options is no, do not answer question 7 and answer question 8.

23  
24 7. Was Cross-Complainant harmed by Cross-Defendant's breach of contract?

25  
26 ☐ Yes ☐ No

27  
28 Please answer question 8.

1  
2 **Fraud - Intentional Misrepresentation**  
3

4 8. Did Cross-Defendant make a false representation of an important fact to Cross-Complainant?

5  
6 ☐ Yes ☒ No  
7

8 If your answer to question 8 is yes, answer question 9. If your answer to question 8 is no, do not  
9 answer questions 9 – 12 and answer question 13.  
10

11 9. Did Cross-Defendant know that the representation was false, or did Cross-Defendant make  
12 the representation recklessly and without regard for its truth?  
13

14 ☐ Yes ☐ No  
15

16 If your answer to question 9 is yes, answer question 10. If your answer to question 9 is no, do  
17 not answer questions 10 – 12 and answer question 13.  
18

19 10. Did Cross-Defendant intend that Cross-Complainant rely on the representation?  
20

21 ☐ Yes ☐ No  
22

23 If your answer to question 10 is yes, answer question 11. If your answer to question 10 is no, do  
24 not answer questions 11 – 12 and answer question 13.  
25

26 11. Did Cross-Complainant reasonably rely on the representation?  
27

28 ☐ Yes ☐ No

1  
2 If your answer to question 11 is yes, answer question 12. If your answer to question 11 is no, do  
3 not answer question 12 and answer question 13.  
4

5 12. Was Cross-Complainant's reliance on Cross-Defendant's representation a substantial factor  
6 in causing harm to Cross-Complainant?  
7

8 ☐ Yes ☐ No  
9

10 Please answer question 13.  
11

12 **Fraud - False Promise**  
13

14 13. Did Cross-Defendant make a promise to Cross-Complainant that was important to the  
15 transaction?  
16

17 ☐ Yes ☒ No  
18

19 If your answer to question 13 is yes, answer question 14. If your answer to question 13 is no, do  
20 not answer questions 14 - 18 and answer question 19.  
21

22 14. Did Cross-Defendant intend to perform this promise when Cross-Defendant made it?  
23

24 ☐ Yes ☐ No  
25

26 If your answer to question 14 is no, answer question 15. If your answer to question 14 is yes, do  
27 not answer questions 15 - 18 and answer question 19.  
28

1 15. Did Cross-Defendant intend that Cross-Complainant rely on this promise?

2  
3 ☐ Yes ☐ No  
4

5 If your answer to question 15 is yes, answer question 16. If your answer to question 15 is no, do  
6 not answer questions 16 – 18 and answer question 19.  
7

8 16. Did Cross-Complainant reasonably rely on this promise?

9  
10 ☐ Yes ☐ No  
11

12 If your answer to question 16 is yes, answer question 17. If your answer to question 16 is no, do  
13 not answer questions 17 – 18 and answer question 19.  
14

15 17. Did Cross-Defendant perform the promised act?

16  
17 ☐ Yes ☐ No  
18

19 If your answer to question 17 is no, answer question 18. If your answer to question 17 is yes, do  
20 not answer question 18 and answer question 19.  
21

22 18. Was Cross-Complainant's reliance on Cross-Defendant's promise a substantial factor in  
23 causing harm to Cross-Complainant?  
24

25 ☐ Yes ☐ No  
26

27 Please answer question 19.  
28

1 **Fraud - Negligent Misrepresentation**

2  
3 19. Did Cross-Defendant make a false representation of an important fact to Cross-Complainant?

4  
5 ☐ Yes ☒ No

6  
7 If your answer to question 19 is yes, answer question 20. If your answer to question 19 is no, do  
8 not answer questions 20 – 24 but if your answer to questions 7, 12 or 18 is yes, answer question 25. If  
9 your answers to questions 7, 12 and 18 were not yes, answer no further questions, and have the presiding  
10 juror sign and date this form.

11  
12 20. Did Cross-Defendant honestly believe that the representation was true when Cross-Defendant  
13 made it?

14  
15 ☐ Yes ☐ No

16  
17 If your answer to question 20 is yes, answer question 21. If your answer to question 20 is no, do  
18 not answer questions 21 – 24 but if your answer to questions 7, 12 or 18 is yes, answer question 25. If  
19 your answers to questions 7, 12 and 18 were not yes, answer no further questions, and have the presiding  
20 juror sign and date this form.

21  
22 21. Did Cross-Defendant have reasonable grounds for believing the representation was true when  
23 Cross-Defendant made it?

24  
25 ☐ Yes ☐ No

26  
27 If your answer to question 21 is yes, answer question 22. If your answer to question 21 is no, do  
28 not answer questions 22 – 24 but if your answer to questions 7, 12 or 18 is yes, answer question 25. If



1 your answers to questions 7, 12 and 18 were not yes, answer no further questions, and have the presiding  
2 juror sign and date this form.

3  
4 22. Did Cross-Defendant intend that Cross-Complainant rely on the representation?

5  
6 ☐ Yes ☐ No

7  
8 If your answer to question 22 is yes, answer question 23. If your answer to question 22 is no, do  
9 not answer questions 23 - 24 but if your answer to questions 7, 12 or 18 is yes, answer question 25. If  
10 your answers to questions 7, 12 and 18 were not yes, answer no further questions, and have the presiding  
11 juror sign and date this form.

12  
13 23. Did Cross-Complainant reasonably rely on the representation?

14  
15 ☐ Yes ☐ No

16  
17 If your answer to question 23 is yes, answer question 24. If your answer to question 23 is no, do  
18 not answer question 24 but if your answer to questions 7, 12 or 18 is yes, answer question 25. If your  
19 answers to questions 7, 12 and 18 were not yes, answer no further questions, and have the presiding juror  
20 sign and date this form.

21  
22 24. Was Cross-Complainant's reliance on Cross-Defendant's representation a substantial factor  
23 in causing harm to Cross-Complainant?

24  
25 ☐ Yes ☐ No

1 If your answer to question 24 is yes, answer question 25. If your answer to question 24 is no, but  
2 if your answer to questions 7, 12 or 18 is yes, answer question 25. If your answers to questions 7, 12 and  
3 18 were not yes, answer no further questions, and have the presiding juror sign and date this form.

4  
5 25. What are Cross-Complainant's damages?

6  
7 \$ \_\_\_\_\_  
8  
9

10  
11 Dated: 7/16/19

Signed: 

Presiding Juror

12  
13 After all verdict forms have been signed, notify the bailiff that you are ready to present your verdict in  
14 the courtroom.  
15  
16  
17  
18  
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23  
24  
25  
26  
27  
28