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ELECTRONICALLY FILED
Superior Court of California,

County of San Diego

08/19/2019 at 11:53:00 AM

Clerk of the Superior Court By Jessica Pascual, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO, CENTRAL DIVISION

Case No. 37-2017-00010073-CU-BC-CTL LARRY GERACI, an individual, Hon. Joel R. Wohlfeil Judge: Plaintiff, C-73 Dept.: ٧. DARRYL COTTON, an individual; and DOES 1 JUDGMENT ON JURY VERDICT through 10, inclusive, [PROPOSED BY PLAINTIFF/CROSS-**DEFENDANTS** Defendants. DARRYL COTTON, an individual, [IMAGED FILE] Cross-Complainant, ٧. LARRY GERACI, an individual, REBECCA BERRY, an individual, and DOES 1 THROUGH 10, INCLUSIVE, March 21, 2017 Action Filed: June 28, 2019 Trial Date: Cross-Defendants.

This action came on regularly for jury trial on June 28, 2019, continuing 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 Plaintiff and Cross-Defendant, LARRY GERACI and Cross-Defendant, REBECCA BERRY, and Jacob P. Austin of THE LAW OFFICE OF JACOB AUSTIN, appeared for Defendant and Cross-Complainant, DARRYL COTTON.

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

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

After hearing the evidence and arguments of counsel, the jury was duly instructed by the Court and the cause was submitted to the jury with directions to return a verdict on special issues on two special verdict forms. The jury deliberated and thereafter returned into court with its two special verdicts as follows:

SPECIAL VERDICT FORM NO. 1

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?

Answer: YES

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

Answer: NO

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

Answer: YES

1	4. Did all the condition(s) that were required for Defendant's performance occur?
2	Answer: NO
3	
4	5. Was the required condition(s) that did not occur excused?
5	Answer: YES
6	
7	6. Did Defendant fail to do something that the contract required him to do?
8	Answer: YES
9	or
10	Did Defendant do something that the contract prohibited him from doing?
11	Answer: YES
12	
13	7. Was Plaintiff harmed by Defendant's breach of contract?
14	Answer: YES
15	
16	Breach of the Implied Covenant of Good Faith and Fair Dealing
17	
18	8. Did Defendant unfairly interfere with Plaintiffs right to receive the benefits of the contract?
19	Answer: YES
20	
21	9. Was Plaintiff harmed by Defendant's interference?
22	Answer: YES
23	
24	10. What are Plaintiffs damages?
25	Answer: \$ 260,109.28
26	
27	A true and correct copy of Special Verdict Form No. 1 is attached hereto as Exhibit "B."
28	3
	II

1	A true and correct copy of Special Verdict Form No. 2 is attached hereto as Exhibit "C."
2	
3	NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:
4	1. That Plaintiff LARRY GERACI have and recover from Defendant DARRYL COTTON
5	the sum of \$260,109.28, with interest thereon at ten percent (10%) per annum from the date of entry of
6	this judgment until paid, together with costs of suit in the amount of \$33,612.16; added 101/19
7	2. That Cross-Complainant DARRYL COTTON take nothing from Cross-Defendant
8	REBECCA BERRY; and
9	3. That Cross-Complainant DARRYL COTTON take nothing from Cross-Defendant
10	LARRY GERACI.
11	
12	IT IS SO ORDERED. Goel R. Workil
13	- 40
14	Dated: 8-19 , 2019 Hon. Joel R. Wohlfeil
15	JUDGE OF THE SUPERIOR COURT
16	Judge Joel R. Wohlfeil
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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]

EVENT TYPE: Civil Jury Trial

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.

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.

DATE: 07/03/2019

DEPT: C-73

MINUTE ORDER Page 1

Calendar No. 4

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 Geracl 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-Sult 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.

MINUTE ORDER

DATE: 07/03/2019

DEPT: C-73

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 Geracl 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 swom and examined by Attorney Austin on behalf of Defendant/Cross-Complainant, Defendant.
- 3:47 p.m. Redirect examination of Larry Geraci commences by Attomey 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

DATE: 07/03/2019

DEPT: C-73

CASE NO: 37-2017-00010073-CU-BC-CTL

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 Attomey 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.

DATE: 07/03/2019 DEPT: C-73 MINUTE ORDER Page 4
Calendar No. 4

EXHIBIT B

ORIGINAL

'JUL 1 6 2019

By: A. TAYLOR

SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN DIEGO, CENTRAL DIVISION

8 LARRY GERACI, 9 Plaintiff, 10 11 Judge: DARRYL COTTON, 12 Defendant. 13 DARRYL COTTON, 14 15 Cross-Complainant, . 16 17 LARRY GERACI, Cross-Defendant. 18 19

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

SPECIAL VERDICT FORM NO. 1

Hon. Joel R. Wohlfeil

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

Breach of Contract

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

No If your answer to question I is yes, answer question 2. If your answer to question 1 is no, answer no further questions, and have the presiding juror sign and date this form. 2. Did Plaintiff do all, or substantially all, of the significant things that the contract required him to do? If your answer to question 2 is yes, do not answer question 3 and answer question 4. If your answer to question 2 is no, answer question 3. 3. Was Plaintiff excused from having to do all, or substantially all, of the significant things that the contract required him to do? If your answer to question 3 is yes, answer question 4. If your answer to question 3 is no, answer no further questions, and have the presiding juror sign and date this form. 4. Did all the condition(s) that were required for Defendant's performance occur? If your answer to question 4 is yes, do not answer question 5 and answer question 6. If your

answer to question 4 is no, answer question 5.

1	•
2	5. Was the required condition(s) that did not occur excused?
3	
4	
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	
12	
13	or .
14	·
74	· · · · · · · · · · · · · · · · · · ·
15	Did Defendant do something that the contract prohibited him from doing?
1	Did Defendant do something that the contract prohibited him from doing?
15	Did Defendant do something that the contract prohibited him from doing?
15 16	
15 16 17	YesNo If your answer to either option for question 6 is yes, answer question 7. If your answer to both
15 16 17 18	
15 16 17 18 19	YesNo If your answer to either option for question 6 is yes, answer question 7. If your answer to both options is no, do not answer question 7 and answer question 8.
15 16 17 18 19 20	YesNo If your answer to either option for question 6 is yes, answer question 7. If your answer to both
15 16 17 18 19 20 21	YesNo If your answer to either option for question 6 is yes, answer question 7. If your answer to both options is no, do not answer question 7 and answer question 8.
15 16 17 18 19 20 21 22	YesNo If your answer to either option for question 6 is yes, answer question 7. If your answer to both options is no, do not answer question 7 and answer question 8.
15 16 17 18 19 20 21 22 23	YesNo If your answer to either option for question 6 is yes, answer question 7. If your answer to both options is no, do not answer question 7 and answer question 8. 7. Was Plaintiff harmed by Defendant's breach of contract? YesNo
15 16 17 18 19 20 21 22 23 24	YesNo If your answer to either option for question 6 is yes, answer question 7. If your answer to both options is no, do not answer question 7 and answer question 8. 7. Was Plaintiff harmed by Defendant's breach of contract?
15 16 17 18 19 20 21 22 23 24 25	YesNo If your answer to either option for question 6 is yes, answer question 7. If your answer to both options is no, do not answer question 7 and answer question 8. 7. Was Plaintiff harmed by Defendant's breach of contract? YesNo

1	
2	8. Did Defendant unfairly interfere with Plaintiff's right to receive the benefits of the contract?
3	
4	
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.
0	
1	9. Was Plaintiff harmed by Defendant's interference?
2	
3	
4	
5	If your answer to question 9 is yes, answer question 10. If your answer to question 9 is no, but
6	your answer to question 7 is yes, answer question 10. If your answers to questions 7 and 9 were not yes,
7	answer no further questions, and have the presiding juror sign and date this form.
8	
9	10. What are Plaintiff's damages?
20	
21	\$ <i>260,109.28</i>
22	ار مر المناز
23	Dated: 7/16/19 Signed: 5/20/19
24	Presiding Juror
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

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FILED

SUL 16 2019

By: A. TAYLOR

SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN DIEGO, CENTRAL DIVISION

LARRY GERACI,

Plaintiff,

DARRYL COTTON,

٧.

Defendant.

DARRYL COTTON,

Cross-Complainant,

LARRY GERACI,

Cross-Defendant.

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

Judge: Hon. Joel R. Wohlfeil

SPECIAL VERDICT FORM NO. 2

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	YesNo
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	YesNo
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	YesNo
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	YesNo
28	
•	2

SPECIAL VERDICT FORM NO. 2 [PROPOSED BY CROSS-DEFENDANT GERACI]

.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	YesNo
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	YesNo
14	·
15	or
16	Did Cross-Defendant do something that the contract prohibited him from doing?
17	Did Cross-Defendant do sometiming that the sometime promotes and an arrangement of the promotes and the sometime of the promotes and the promotes and the sometime of the promotes and the
18	Yés No
19 20	
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	YesNo
27	
28	Please answer question 8.
	3
	SPECIAL VERDICT FORM NO. 2 [PROPOSED BY CROSS-DEFENDANT GERACI]

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	YesNo
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	YesNo
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	YesNo
	4
	SPECIAL VERDICT FORM NO. 2 [PROPOSED BY CROSS-DEFENDANT GERACI]

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	YesNo
9	
10	Please answer question 13.
11	
12	<u>Fraud - False Promise</u>
13	
14	13. Did Cross-Defendant make a promise to Cross-Complainant that was important to the
15	transaction?
16.	
17	YesNo
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	I see the second of the second to professor this promise when Cross-Defendant made it?
	14. Did Cross-Defendant intend to perform this promise when Cross-Defendant made it?
23	
1	YesNo
23	Yes No
23 24 25 26	YesNo If your answer to question 14 is no, answer question 15. If your answer to question 14 is yes, do
23 24 25 26 27	YesNo
23 24 25 26	YesNoYesNo If your answer to question 14 is no, answer question 15. If your answer to question 14 is yes, do

]]	\cdot
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	YesNo
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	YesNo
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	YesNo
26	
27	Please answer question 19.
28	
	6

-	
1	Fraud - Negligent Misrepresentation
2	
3	19. Did Cross-Defendant make a false representation of an important fact to Cross-Complainant?
4	
5	Yes V. 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	YesNo
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	YesNo - '
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
	7
	II

SPECIAL VERDICT FORM NO. 2 [PROPOSED BY CROSS-DEFENDANT GERACI]

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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	YesNo
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	YesNo
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	YesNo
26	
27	· ·
28	
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SPECIAL VERDICT FORM NO. 2 [PROPOSED BY CROSS-DEFENDANT GERACI]

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	
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10	m id n il
11	Dated: 7/16/19 Signed: 25/2018 Sty
12	Présiding Juror
13	After all verdict forms have been signed, notify the bailiff that you are ready to present your verdict in
14	the courtroom.
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