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ORIGINAL

FILED
Clerk of the Superior Court

JUL 16 2019

By: A. TAYLOR

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO, CENTRAL DIVISION

LARRY GERACI,
Plaintiff,
v.
DARRYL COTTON,
Defendant.
DARRYL COTTON,
Cross-Complainant,
v.
LARRY GERACI,
Cross-Defendant.

Case No. 37-2017-00010073-CU-BC-CTL
SPECIAL VERDICT FORM NO. 1
Judge: 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

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: 

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.