

1 John D. Vaughn, State Bar No. 171801
Jeffrey A. Feasby, State Bar No. 208759
2 Christopher W. Rowlett, State Bar No. 257357
PEREZ VAUGHN & FEASBY Inc.
3 600 B Street, Suite 2100
San Diego, California 92101
4 Telephone: 619-702-8044
Facsimile: 619-460-0437
5 E-Mail: vaughn@pvflaw.com

6 Jeffrey L. Fillerup, State Bar No. 120543
Rincon Law LLP
7 90 New Montgomery St
Suite 1400
8 San Francisco, California 94105
Telephone: (415) 996-8199
9 Facsimile: (415) 996-8280
E-Mail: jfillerup@rinconlawllp.com

10
11 Attorneys for Defendant and Counterclaimant
Windermere Real Estate Services Company
12

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 BENNION & DEVILLE FINE
HOMES, INC., a California
16 corporation, BENNION & DEVILLE
FINE HOMES SOCIAL, INC., a
17 California corporation, WINDERMERE
SERVICES SOUTHERN
18 CALIFORNIA, INC., a California
corporation,

19 Plaintiffs,

20 v.

21 WINDERMERE REAL ESTATE
22 SERVICES COMPANY, a Washington
corporation; and DOES 1-10
23

24 Defendant.

25 AND RELATED COUNTERCLAIMS
26
27
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Case No. 5:15-CV-01921-DFM

Hon. Douglas F. McCormick

**DEFENDANT AND COUNTER
CLAIMANT WINDERMERE REAL
ESTATE SERVICES COMPANY'S
PROPOSED SPECIAL VERDICT**

Date: June 18, 2018

Time: 10:00 a.m.

Courtroom: 6B

Complaint Filed: September 17, 2015

1 Defendant and counterclaimant Windermere Real Estate Services Company
2 respectfully submits the following proposed special verdict:

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1 **VF-300 BREACH OF CONTRACT**

2 **Windermere Real Estate Services Company's Counterclaim No. 1 for**
3 **Breach of Contract Against Bennion & Deville Fine Homes, Inc.**

4 We answer the questions submitted to us as follows:

5 1. Did Windermere Real Estate Services Company and Bennion & Deville
6 Fine Homes, Inc. enter into a contract?

7 Yes No

8 If your answer to question 1 is yes, then answer question 2. If you answered
9 no, stop here, answer no further questions on this form, and have the presiding juror
10 sign and date this form and proceed to the next form.

11 2. Did Windermere Real Estate Services Company do all, or substantially all,
12 of the significant things that the contract required it to do?

13 Yes No

14 If your answer to question 2 is yes, skip question 3 and answer question 4. If
15 you answered no, answer question 3.

16 3. Was Windermere Real Estate Services Company excused from having to
17 do all, or substantially all, of the significant things that the contract required it to do?

18 Yes No

19 If your answer to question 3 is yes, then answer question 4. If you answered
20 no, stop here, answer no further questions on this form, and have the presiding juror
21 sign and date this form and proceed to the next form.

22 4. Did Bennion & Deville Fine Homes, Inc. fail to do something that the
23 contract required it to do?

24 Yes No

25 Answer question 5.

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1 5. Did Bennion & Deville Fine Homes, Inc. do something that the contract
2 prohibited it from doing?

3 _____ Yes _____ No

4 If your answer to either question 4 or question 5 is yes, then answer
5 question 6. If you answered no to both options, stop here, answer no further
6 questions on this form, and have the presiding juror sign and date this form and
7 proceed to the next form.

8 6. Was Windermere Real Estate Services Company harmed by Bennion &
9 Deville Fine Homes, Inc.'s breach(es) of contract?

10 _____ Yes _____ No

11 If your answer to question 6 is yes, then answer question 7. If you answered
12 no, stop here, answer no further questions on this form, and have the presiding juror
13 sign and date this form and proceed to the next form.

14 7. What are Windermere Real Estate Services Company's damages?

15 a. Damages: \$

16 b. Interest owed: \$

17 TOTAL \$

18 Signed:

19 Presiding Juror

20 Dated:

21 Proceed to next verdict form.
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1 **VF-300 BREACH OF CONTRACT**

2 **Windermere Real Estate Services Company’s Counterclaim No. 2 for**
3 **Breach of Contract Against Windermere Services Southern California, Inc.**

4 We answer the questions submitted to us as follows:

5 1. Did Windermere Real Estate Services Company and Windermere Services
6 Southern California, Inc. enter into a contract?

7 _____ Yes _____ No

8 If your answer to question 1 is yes, then answer question 2. If you answered
9 no, stop here, answer no further questions on this form, and have the presiding juror
10 sign and date this form and proceed to the next form.

11 2. Did Windermere Real Estate Services Company do all, or substantially all,
12 of the significant things that the contract required it to do?

13 _____ Yes _____ No

14 If your answer to question 2 is yes, skip question 3 and answer question 4. If
15 you answered no, answer question 3.

16 3. Was Windermere Real Estate Services Company excused from having to
17 do all, or substantially all, of the significant things that the contract required it to do?

18 _____ Yes _____ No

19 If your answer to question 3 is yes, then answer question 4. If you answered
20 no, stop here, answer no further questions on this form, and have the presiding juror
21 sign and date this form and proceed to the next form.

22 4. Did Windermere Services Southern California, Inc. fail to do something
23 that the contract required it to do?

24 _____ Yes _____ No

25 Answer question 5.

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1 5. Did Windermere Services Southern California, Inc. do something that the
2 contract prohibited it from doing?

3 _____ Yes _____ No

4 If your answer to either question 4 or question 5 is yes, then answer question
5 6. If you answered no to both options, stop here, answer no further questions on this
6 form, and have the presiding juror sign and date this form and proceed to the next
7 form.

8 6. Was Windermere Real Estate Services Company harmed by Windermere
9 Services Southern California, Inc.'s breach(es) of contract?

10 _____ Yes _____ No

11 If your answer to question 6 is yes, then answer question 7. If you answered
12 no, stop here, answer no further questions on this form, and have the presiding juror
13 sign and date this form and proceed to the next form.

14 7. What are Windermere Real Estate Services Company's damages?

15 a. Damages: \$

16 b. Interest owed: \$

17 TOTAL \$

18 Signed:

19 Presiding Juror

20 Dated:

21 Proceed to next verdict form.
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1 **VF-300 BREACH OF CONTRACT**

2 **Windermere Real Estate Services Company's Counterclaim No. 3 for**
3 **Breach of Contract Against Bennion & Deville Fine Homes SoCal, Inc.**

4 We answer the questions submitted to us as follows:

5 1. Did Windermere Real Estate Services Company and Bennion & Deville
6 Fine Homes SoCal, Inc. enter into a contract?

7 Yes No

8 If your answer to question 1 is yes, then answer question 2. If you answered
9 no, stop here, answer no further questions on this form, and have the presiding juror
10 sign and date this form and proceed to the next form.

11 2. Did Windermere Real Estate Services Company do all, or substantially all,
12 of the significant things that the contract required it to do?

13 Yes No

14 If your answer to question 2 is yes, skip question 3 and answer question 4. If
15 you answered no, answer question 3.

16 3. Was Windermere Real Estate Services Company excused from having to
17 do all, or substantially all, of the significant things that the contract required it to do?

18 Yes No

19 If your answer to question 3 is yes, then answer question 4. If you answered
20 no, stop here, answer no further questions on this form, and have the presiding juror
21 sign and date this form and proceed to the next form.

22 4. Did Bennion & Deville Fine Homes SoCal, Inc. fail to do something that
the contract required it to do?

23 Yes No

24 Answer question 5.

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1 5. Did Bennion & Deville Fine Homes SoCal, Inc. do something that the
2 contract prohibited it from doing?

3 _____ Yes _____ No

4 If your answer to either question 4 or question 5 is yes, then answer question
5 6. If you answered no to both options, stop here, answer no further questions on this
6 form, and have the presiding juror sign and date this form and proceed to the next
7 form.

8 6. Was Windermere Real Estate Services Company harmed by Bennion &
9 Deville Fine Homes SoCal, Inc.'s breach(es) of contract?

10 _____ Yes _____ No

11 If your answer to question 6 is yes, then answer question 7. If you answered
12 no, stop here, answer no further questions on this form, and have the presiding juror
13 sign and date this form and proceed to the next form.

14 7. What are Windermere Real Estate Services Company's damages?

15 a. Damages: \$

16 b. Interest owed: \$

17 TOTAL \$

18 Signed:

19 Presiding Juror

20 Dated:

21 Proceed to next verdict form.
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1 **VF-300 BREACH OF CONTRACT**

2 **Windermere Real Estate Services Company's Counterclaim No. 4 for**
3 **Breach of Contract Against Robert L. Bennion**

4 We answer the questions submitted to us as follows:

5 1. Did Windermere Real Estate Services Company and Robert L. Bennion
6 enter into a contract?

7 Yes No

8 If your answer to question 1 is yes, then answer question 2. If you answered
9 no, stop here, answer no further questions on this form, and have the presiding juror
10 sign and date this form and proceed to the next form.

11 2. Did Windermere Real Estate Services Company do all, or substantially all,
12 of the significant things that the contract required it to do?

13 Yes No

14 If your answer to question 2 is yes, skip question 3 and answer question 4. If
15 you answered no, answer question 3.

16 3. Was Windermere Real Estate Services Company excused from having to
17 do all, or substantially all, of the significant things that the contract required it to do?

18 Yes No

19 If your answer to question 3 is yes, then answer question 4. If you answered
20 no, stop here, answer no further questions on this form, and have the presiding juror
21 sign and date this form and proceed to the next form.

22 4. Did Mr. Bennion fail to do something that the contract required it to do?

23 Yes No

24 If your answer to question 4 is yes, then answer question 5. If you answered
25 no, stop here, answer no further questions on this form, and have the presiding juror
26 sign and date this form and proceed to the next form.

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5. Was Windermere Real Estate Services Company harmed by Mr. Bennion's breach(es) of contract?

_____ Yes _____ No

If your answer to question 6 is yes, then answer question 7. If you answered no, stop here, answer no further questions on this form, and have the presiding juror sign and date this form and proceed to the next form.

6. What are Windermere Real Estate Services Company's damages?

a. Damages: \$

b. Interest owed: \$

TOTAL \$

Signed:

Presiding Juror

Dated:

Proceed to next verdict form.

1 **VF-300 BREACH OF CONTRACT**

2 **Windermere Real Estate Services Company's Counterclaim No. 5 for**
3 **Breach of Contract Against Joseph R. Deville**

4 We answer the questions submitted to us as follows:

5 1. Did Windermere Real Estate Services Company and Joseph R. Deville
6 enter into a contract?

7 Yes No

8 If your answer to question 1 is yes, then answer question 2. If you answered
9 no, stop here, answer no further questions on this form, and have the presiding juror
10 sign and date this form and proceed to the next form.

11 2. Did Windermere Real Estate Services Company do all, or substantially all,
12 of the significant things that the contract required it to do?

13 Yes No

14 If your answer to question 2 is yes, skip question 3 and answer question 4. If
15 you answered no, answer question 3.

16 3. Was Windermere Real Estate Services Company excused from having to
17 do all, or substantially all, of the significant things that the contract required it to do?

18 Yes No

19 If your answer to question 3 is yes, then answer question 4. If you answered
20 no, stop here, answer no further questions on this form, and have the presiding juror
21 sign and date this form and proceed to the next form.

22 4. Did Mr. Deville fail to do something that the contract required it to do?

23 Yes No

24 If your answer to question 4 is yes, then answer question 5. If you answered
25 no, stop here, answer no further questions on this form, and have the presiding juror
26 sign and date this form and proceed to the next form.

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5. Was Windermere Real Estate Services Company harmed by Mr. Deville's breach(es) of contract?

_____ Yes _____ No

If your answer to question 6 is yes, then answer question 7. If you answered no, stop here, answer no further questions on this form, and have the presiding juror sign and date this form and proceed to the next form.

6. What are Windermere Real Estate Services Company's damages?

a. Damages: \$

b. Interest owed: \$

TOTAL \$

Signed:

Presiding Juror

Dated:

Proceed to next verdict form.

1 **Windermere Real Estate Services Company's Counterclaim No. 6 for**
2 **Open Book Account Against Bennion & Deville Fine Homes, Inc.**

3 We answer the questions submitted to us as follows:

4 1. Did Windermere Real Estate Services Company and Bennion & Deville
5 Fine Homes, Inc. have financial transaction(s)?

6 Yes No

7 If your answer to question 1 is yes, then answer question 2. If you answered
8 no, stop here, answer no further questions on this form, and have the presiding juror
9 sign and date this form and proceed to the next form.

10 2. Did Windermere Real Estate Services Company keep an account of the
11 debits and credits involved in the transaction(s)

12 Yes No

13 If your answer to question 2 is yes, then answer question 3. If you answered
14 no, stop here, answer no further questions on this form, and have the presiding juror
15 sign and date this form and proceed to the next form.

16 3. Does Bennion & Deville Fine Homes, Inc. owe Windermere Real Estate
17 Services Company money on the account?

18 Yes No

19 If your answer to question 3 is yes, then answer question 4. If you answered
20 no, stop here, answer no further questions on this form, and have the presiding juror
21 sign and date this form and proceed to the next form.

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1 4. What in the amount owed by Bennion & Deville Fine Homes to
2 Windermere Real Estate Services Company?

3 a. Amount owed: \$

4 b. Interest owed: \$

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6 TOTAL \$

7 Signed:

8 Presiding Juror

9 Dated:

10 Proceed to next verdict form.
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1 **Windermere Real Estate Services Company's Counterclaim No. 7 for**
2 **Open Book Account Against Bennion & Deville Fine Homes SoCal, Inc.**

3 We answer the questions submitted to us as follows:

4 1. Did Windermere Real Estate Services Company and Bennion & Deville
5 Fine Homes SoCal, Inc. have financial transaction(s)?

6 Yes No

7 If your answer to question 1 is yes, then answer question 2. If you answered
8 no, stop here, answer no further questions on this form, and have the presiding juror
9 sign and date this form and proceed to the next form.

10 2. Did Windermere Real Estate Services Company keep an account of the
11 debits and credits involved in the transaction(s)

12 Yes No

13 If your answer to question 2 is yes, then answer question 3. If you answered
14 no, stop here, answer no further questions on this form, and have the presiding juror
15 sign and date this form and proceed to the next form.

16 3. Does Bennion & Deville Fine Homes SoCal, Inc. owe Windermere Real
17 Estate Services Company money on the account?

18 Yes No

19 If your answer to question 3 is yes, then answer question 4. If you answered
20 no, stop here, answer no further questions on this form, and have the presiding juror
21 sign and date this form and proceed to the next form.

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1 4. What in the amount owed by Bennion & Deville Fine Homes SoCal, Inc. to
2 Windermere Real Estate Services Company?

3 a. Amount owed: \$

4 b. Interest owed: \$

5 TOTAL \$

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7 Signed:

8 Presiding Juror

9 Dated:

10 After all verdict forms have been signed, notify the bailiff that you are ready
11 to present your verdict in the courtroom.
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