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10 *Attorneys for Plaintiffs and Counter-Defendants*

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 BENNION & DEVILLE FINE
14 HOMES, INC., a California
15 corporation, BENNION & DEVILLE
16 FINE HOMES SOCAL, INC., a
17 California corporation, WINDERMERE
18 SERVICES SOUTHERN
19 CALIFORNIA, INC., a California
20 corporation,

21 Plaintiffs,

22 v.

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

26 Defendant.

Case No. 5:15-CV-01921-DFM

Hon. Douglas F. McCormick

**PLAINTIFFS' PROPOSED
VERDICT FORMS**

Complaint Filed: September 17, 2015

Counterclaim Filed: October 13, 2015

AND RELATED COUNTERCLAIMS

27 Pursuant to the Court's Minute Order of April 19, 2018 [D.E. 166],
28 Plaintiffs/Counter-Defendants Bennion & Deville Fine Homes, Inc., Bennion &
Deville Fine Homes SoCal, Inc., Windermere Services Southern California, Inc.,
Counter-Defendants Robert L. Bennion and Joseph R. Deville (all collectively, the
"B&D Parties") respectfully submit the following proposed verdict forms for the
above-captioned matter. The parties reserve the right to submit further and

1 additional verdict forms as may be required by the Court's ruling or the
2 presentation of evidence at trial.

3
4 DATED: June 11, 2018

MULCAHY LLP

5
6 By: /s/ Kevin A. Adams

Kevin A. Adams

7 *Attorneys for Plaintiffs/Counter-*
8 *Defendants Bennion & Deville Fine*
9 *Homes, Inc., Bennion & Deville Fine*
10 *Homes SoCal, Inc., Windermere*
11 *Services Southern California, Inc.,*
12 *and Counter-Defendants Robert L.*
13 *Bennion and Joseph R. Deville*

1 **VF-300/304 BREACH OF CONTRACT/COVENANT OF GOOD FAITH**
2 **AND FAIR DEALING**

3 **Plaintiff Windermere Services Southern California, Inc.**

4 We answer the questions submitted to us as follows:

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

7 _____ Yes _____ No

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

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

14 _____ Yes _____ No

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

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

19 _____ Yes _____ No

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

24 4. Did all the conditions that were required for Defendant's performance
25 occur?

26 _____ Yes _____ No

27
28 If your answer to question 4 is yes, skip question 5 and answer question 6. If
you answered no, answer question 5.

1 5. Were the required conditions that did not occur excused/waived?
2

3 _____ Yes _____ No

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

7 6. Did Defendant fail to do something that the contract required it to do or
8 prohibited it from doing?

9 _____ Yes _____ No
10

11 Answer question 7.

12 7. Did Defendant unfairly interfere with Plaintiff's right to receive the benefits
13 of the contract?

14 _____ Yes _____ No
15

16 If your answer to question 6 or 7 is yes, then answer question 8. If you
17 answered no to both questions 6 and 7, stop here, answer no further
18 questions, and have the presiding juror sign and date this form.

19 8. Was Plaintiff harmed by Defendant's breach of contract or interference with
20 Plaintiff's right to receive the benefits of the contract?

21 _____ Yes _____ No
22

23 If your answer to question 8 is yes, then answer question 9. If you answered
24 no, stop here, answer no further questions, and have the presiding juror sign
25 and date this form.

26 9. What are Plaintiff Windermere Services Southern California, Inc.'s damages?
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28 TOTAL \$

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Signed: _____
 Presiding Juror

Dated:

1 **VF-300/304 BREACH OF CONTRACT/COVENANT OF GOOD FAITH**
2 **AND FAIR DEALING**

3 **Plaintiff Bennion & Deville Fine Homes, Inc.**

4 We answer the questions submitted to us as follows:

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

7 _____ Yes _____ No

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

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

14 _____ Yes _____ No

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

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

19 _____ Yes _____ No

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

24 4. Did all the conditions that were required for Defendant's performance
25 occur?

26 _____ Yes _____ No

27
28 If your answer to question 4 is yes, skip question 5 and answer question 6. If
you answered no, answer question 5.

1 5. Were the required conditions that did not occur excused/waived?
2

3 _____ Yes _____ No

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

7 6. Did Defendant fail to do something that the contract required it to do or
8 prohibited it from doing?

9 _____ Yes _____ No

10 Answer question 7.

11 7. Did Defendant unfairly interfere with Plaintiff's right to receive the benefits
12 of the contract?
13

14 _____ Yes _____ No

15 If your answer to question 6 or 7 is yes, then answer question 8. If you
16 answered no to both questions 6 and 7, stop here, answer no further
17 questions, and have the presiding juror sign and date this form.
18

19 8. Was Plaintiff harmed by Defendant's breach of contract or interference with
20 Plaintiff's right to receive the benefits of the contract?

21 _____ Yes _____ No

22 If your answer to question 8 is yes, then answer question 9. If you answered
23 no, stop here, answer no further questions, and have the presiding juror sign
24 and date this form.

25 9. What are Plaintiff Windermere Services Southern California, Inc.'s damages?
26

27 TOTAL \$
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Signed: _____

Presiding Juror

Dated:

1 **VF-300/304 BREACH OF CONTRACT/COVENANT OF GOOD FAITH**
2 **AND FAIR DEALING**

3 **Plaintiff Bennion & Deville Fine Homes SoCal, Inc.**

4 We answer the questions submitted to us as follows:

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

7 _____ Yes _____ No

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

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

14 _____ Yes _____ No

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

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

19 _____ Yes _____ No

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

24 4. Did all the conditions that were required for Defendant's performance
25 occur?

26 _____ Yes _____ No

27
28 If your answer to question 4 is yes, skip question 5 and answer question 6. If
you answered no, answer question 5.

1 5. Were the required conditions that did not occur excused/waived?
2

3 _____ Yes _____ No

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

7 6. Did Defendant fail to do something that the contract required it to do or
8 prohibited it from doing?

9 _____ Yes _____ No
10

11 Answer question 7.

12 7. Did Defendant unfairly interfere with Plaintiff's right to receive the benefits
13 of the contract?

14 _____ Yes _____ No
15

16 If your answer to question 6 or 7 is yes, then answer question 8. If you
17 answered no to both questions 6 and 7, stop here, answer no further
18 questions, and have the presiding juror sign and date this form.

19 8. Was Plaintiff harmed by Defendant's breach of contract or interference with
20 Plaintiff's right to receive the benefits of the contract?

21 _____ Yes _____ No
22

23 If your answer to question 8 is yes, then answer question 9. If you answered
24 no, stop here, answer no further questions, and have the presiding juror sign
25 and date this form.

26 9. What are Plaintiff Windermere Services Southern California, Inc.'s damages?

27 TOTAL \$
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1 Signed: _____
2 Presiding Juror

3 Dated:
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5 After all verdict forms have been signed, notify the bailiff that you are ready
6 to present your verdict in the courtroom.
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