



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
EASTERN DIVISION

BENNION & DEVILLE FINE
HOMES, INC., a California
corporation, et al.,

Plaintiffs,

v.

WINDERMERE REAL ESTATE
SERVICES COMPANY, a
Washington Corporation,

Defendant.

AND RELATED
COUNTERCLAIMS

Case No. ED CV 15-01921-DFM

SPECIAL VERDICT

REDACTED

This document, when completed by you, will constitute the verdict of the jury in this case. This will be the form you will use to answer the questions discussed with you previously in this charge.

#1

B+D

We, the jury, answer the following questions in the following manner:

PLAINTIFFS/COUNTER-DEFENDANTS' CLAIMS AGAINST
DEFENDANT/COUNTER-CLAIMANT

Windermere Services Southern California, Inc. Claim for Breach of
Contract against Windermere Real Estate Services Company

The parties have stipulated that on May 1, 2004, Windermere Services Southern California, Inc. ("Services Southern California") and Windermere Real Estate Services Company entered into a "Windermere Real Estate Services Company Area Representation Agreement for the State of California."

Question 1. Did Services Southern California, Inc. do all, or substantially all, of the significant things that the contract required it to do?

Yes [] No [X]

If your answer to Question 1 is yes, skip Question 2 and answer Question 3. If you answered no, answer Question 2.

Question 2. Was Services Southern California excused from having to do all, or substantially all, of the significant things that the contract required it to do?

Yes [] No [X]

If your answer to Question 2 is yes, then answer Question 3. If you answered no, stop here, answer no further questions on this claim, and proceed to the next claim.

Question 3. Did all the conditions that were required for Windermere Real Estate Services Company's performance occur?

Yes [] No []

If your answer to Question 3 is yes, skip Question 4 and answer Question 5. If you answered no, answer Question 4.

Question 4. Were the required conditions that did not occur excused/waived?

Yes [] No []

If your answer to Question 4 is yes, then answer Question 5. If you answered no, stop here, answer no further questions on this claim, and proceed to the next claim.

Question 5. Did Windermere Real Estate Services Company fail to do something that the contract required it to do or do something the contract prohibited it from doing?

Yes [] No []

If your answer to Question 5 is yes, then answer Question 6. If you answered no to Question 5, stop here, answer no further questions on this claim, and proceed to the next claim.

Question 6. Was Services Southern California harmed by Windermere Real Estate Services Company's breach 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 claim, and proceed to the next claim.

Question 7. What are Services Southern California's damages?

Amount: _____

1 **Windermere Services Southern California, Inc. Claim for Breach of Implied**
2 **Covenant of Good Faith and Fair Dealing against Windermere Real Estate**
3 **Services Company**

4
5 The parties have stipulated that on May 1, 2004, Windermere Services
6 Southern California, Inc. ("Services Southern California") and Windermere
7 Real Estate Services Company entered into a "Windermere Real Estate
8 Services Company Area Representation Agreement for the State of
9 California."

10 **Question 1.** Did Services Southern California do all, or substantially all,
11 of the significant things that the contract required it to do?

12 Yes [] No [☒]

13 If your answer to Question 1 is yes, skip Question 2 and answer Question 3. If
14 you answered no, answer Question 2.

15 **Question 2.** Was Services Southern California excused from having to do
16 all, or substantially all, of the significant things that the contract required it to
17 do?

18 Yes [☒] No []

19 If your answer to Question 2 is yes, then answer Question 3. If you answered
20 no, stop here, answer no further questions on this claim, and proceed to the
21 next claim.

22 **Question 3.** Did all the conditions that were required for Windermere
23 Real Estate Services Company's performance occur? WSC

24 Yes [☒] No []

25 If your answer to Question 3 is yes, skip Question 4 and answer Question 5. If
26 you answered no, answer Question 4.

27 **Question 4.** Were the required conditions that did not occur excused?
28

Yes [] No []

If your answer to Question 4 is yes, then answer Question 5. If you answered no, stop here, answer no further questions on this claim, and proceed to the next claim.

Question 5. Did Windermere Real Estate Services Company unfairly interfere with Services Southern California's right to receive the benefits of the contract?

Yes [☒] No []

If your answer to Question 5 is yes, then answer Question 6. If you answered no to Question 5, stop here, answer no further questions on this claim, and proceed to the next claim.

Question 6. Was Services Southern California harmed by Windermere Real Estate Services Company's interference with Services Southern California's right to receive the benefits of the 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 claim, and proceed to the next claim.

Question 7. What are Services Southern California's damages?

Amount: 0

8/15

**Bennion & Deville Fine Homes, Inc. Claim for Breach of Contract against
Windermere Real Estate Services Company**

The parties have stipulated that on August 1, 2001, Bennion & Deville Fine Homes, Inc. and Windermere Real Estate Services Company entered into a "Windermere Real Estate License Agreement" for the Coachella Valley (the "Coachella Valley Franchise Agreement"). The parties have also stipulated that on December 18, 2012, the Coachella Valley Franchise Agreement was amended by the "Agreement Modifying Windermere Real Estate Franchise License Agreement."

Question 1. Did Bennion & Deville Fine Homes, Inc. do all, or substantially all, of the significant things that the contract, as amended, required it to do?

Yes [] No [☒]

If your answer to Question 1 is yes, skip Question 2 and answer Question 3. If you answered no, answer Question 2.

Question 2. Was Bennion & Deville Fine Homes, Inc. excused from having to do all, or substantially all, of the significant things that the contract, as amended, required it to do?

Yes [] No [☒]

If your answer to Question 2 is yes, then answer Question 3. If you answered no, stop here, answer no further questions on this claim, and proceed to the next claim.

Question 3. Did all the conditions that were required for Windermere Real Estate Services Company's performance occur?

Yes [] No []

If your answer to Question 3 is yes, skip Question 4 and answer Question 5. If

1 you answered no, answer Question 4.

2 **Question 4.** Were the required conditions that did not occur
3 excused/waived?

4 Yes [] No []

5 If your answer to Question 4 is yes, then answer Question 5. If you answered
6 no, stop here, answer no further questions on this claim, and proceed to the
7 next claim.

8 **Question 5.** Did Windermere Real Estate Services Company fail to do
9 something that the contract, as amended, required it to do or do something the
10 contract, as amended, prohibited it from doing?

11 Yes [] No []

12 If your answer to Question 5 is yes, then answer Question 6. If you answered
13 no to Question 5, stop here, answer no further questions on this claim, and
14 proceed to the next claim.

15 **Question 6.** Was Bennion & Deville Fine Homes, Inc. harmed by
16 Windermere Real Estate Services Company's breach of contract?

17 Yes [] No []

18 If your answer to Question 6 is yes, then answer Question 7. If you answered
19 no, stop here, answer no further questions on this claim, and proceed to the
20 next claim.

21 **Question 7.** What are Bennion & Deville Fine Homes, Inc.'s damages?

22 Amount: _____
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1 **Bennion & Deville Fine Homes, Inc. Claim for Breach of Implied Covenant**
2 **of Good Faith and Fair Dealing against Windermere Real Estate Services**
3 **Company**

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5 The parties have stipulated that on August 1, 2001, Bennion & Deville
6 Fine Homes, Inc. and Windermere Real Estate Services Company entered into
7 a "Windermere Real Estate License Agreement" for the Coachella Valley (the
8 "Coachella Valley Franchise Agreement"). The parties have also stipulated
9 that on December 18, 2012, the Coachella Valley Franchise Agreement was
10 amended by the "Agreement Modifying Windermere Real Estate Franchise
11 License Agreement."

12 **Question 1.** Did Bennion & Deville Fine Homes, Inc. do all, or
13 substantially all, of the significant things that the contract, as amended,
14 required it to do?

15 Yes [] No [☒]

16 If your answer to Question 1 is yes, skip Question 2 and answer Question 3. If
17 you answered no, answer Question 2.

18 **Question 2.** Was Bennion & Deville Fine Homes, Inc. excused from
19 having to do all, or substantially all, of the significant things that the contract,
20 as amended, required it to do?

21 Yes [] No [☒]

22 If your answer to Question 2 is yes, then answer Question 3. If you answered
23 no, stop here, answer no further questions on this claim, and proceed to the
24 next claim.

25 **Question 3.** Did all the conditions that were required for Windermere
26 Real Estate Services Company's performance occur?

27 Yes [] No []

1 If your answer to Question 3 is yes, skip Question 4 and answer Question 5. If
2 you answered no, answer Question 4.

3 **Question 4.** Were the required conditions that did not occur excused?

4 Yes [] No []

5 If your answer to Question 4 is yes, then answer Question 5. If you answered
6 no, stop here, answer no further questions on this claim, and proceed to the
7 next claim.

8 **Question 5.** Did Windermere Real Estate Services Company unfairly
9 interfere with Bennion & Deville Fine Homes, Inc.'s right to receive the benefits
10 of the contract, as amended?

11 Yes [] No []

12 If your answer to Question 5 is yes, then answer Question 6. If you answered
13 no to Question 5, stop here, answer no further questions on this claim, and
14 proceed to the next claim.

15 **Question 6.** Was Bennion & Deville Fine Homes, Inc. harmed by
16 Windermere Real Estate Services Company's interference with Bennion &
17 Deville Fine Homes, Inc.'s right to receive the benefits of the contract, as
18 amended?

19 Yes [] No []

20 If your answer to Question 6 is yes, then answer Question 7. If you answered
21 no, stop here, answer no further questions on this claim, and proceed to the
22 next claim.

23 **Question 7.** What are Bennion & Deville Fine Homes, Inc.'s damages?

24 Amount: _____
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**Bennion & Deville Fine Homes SoCal, Inc. Claim for Breach of Contract
against Windermere Real Estate Services Company**

The parties have stipulated that on March 29, 2011, Bennion & Deville Fine Homes SoCal, Inc. and Windermere Real Estate Services Company entered into a "Windermere Real Estate Franchise License Agreement" (the "SoCal Franchise Agreement"). The parties have also stipulated that on December 18, 2012, the SoCal Franchise Agreement was amended by the "Agreement Modifying Windermere Real Estate Franchise License Agreement."

Question 1. Did Bennion & Deville Fine Homes SoCal, Inc. do all, or substantially all, of the significant things that the contract, as amended, required it to do?

Yes [] No [☒]

If your answer to Question 1 is yes, skip Question 2 and answer Question 3. If you answered no, answer Question 2.

Question 2. Was Bennion & Deville Fine Homes SoCal, Inc. excused from having to do all, or substantially all, of the significant things that the contract, as amended, required it to do?

Yes [] No [☒]

If your answer to Question 2 is yes, then answer Question 3. If you answered no, stop here, answer no further questions on this claim, and proceed to the next claim.

Question 3. Did all the conditions that were required for Windermere Real Estate Services Company's performance occur?

Yes [] No []

If your answer to Question 3 is yes, skip Question 4 and answer Question 5. If

1 you answered no, answer Question 4.

2 **Question 4.** Were the required conditions that did not occur
3 excused/waived?

4 Yes [] No []

5 If your answer to Question 4 is yes, then answer Question 5. If you answered
6 no, stop here, answer no further questions on this claim, and proceed to the
7 next claim.

8 **Question 5.** Did Windermere Real Estate Services Company fail to do
9 something that the contract, as amended, required it to do or do something the
10 contract, as amended, prohibited it from doing?

11 Yes [] No []

12 If your answer to Question 5 is yes, then answer Question 6. If you answered
13 no to Question 5, stop here, answer no further questions on this claim, and
14 proceed to the next claim.

15 **Question 6.** Was Bennion & Deville Fine Homes SoCal, Inc. harmed by
16 Windermere Real Estate Services Company's breach of contract?

17 Yes [] No []

18 If your answer to Question 6 is yes, then answer Question 7. If you answered
19 no, stop here, answer no further questions on this claim, and proceed to the
20 next claim.

21 **Question 7.** What are Bennion & Deville Fine Homes SoCal, Inc.'s
22 damages?

23 Amount: _____
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26
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#6

SD

**Bennion & Deville Fine Homes SoCal, Inc. Claim for Breach of Implied
Covenant of Good Faith and Fair Dealing against Windermere Real Estate
Services Company**

The parties have stipulated that on March 29, 2011, Bennion & Deville Fine Homes SoCal, Inc. and Windermere Real Estate Services Company entered into a "Windermere Real Estate Franchise License Agreement" (the "SoCal Franchise Agreement"). The parties have also stipulated that on December 18, 2012, the SoCal Franchise Agreement was amended by the "Agreement Modifying Windermere Real Estate Franchise License Agreement."

Question 1. Did Bennion & Deville Fine Homes SoCal, Inc. do all, or substantially all, of the significant things that the contract, as amended, required it to do?

Yes []

No [☒]

If your answer to Question 1 is yes, skip Question 2 and answer Question 3. If you answered no, answer Question 2.

Question 2. Was Bennion & Deville Fine Homes SoCal, Inc. excused from having to do all, or substantially all, of the significant things that the contract, as amended, required it to do?

Yes []

No [☒]

If your answer to Question 2 is yes, then answer Question 3. If you answered no, stop here, answer no further questions on this claim, and proceed to the next claim.

Question 3. Did all the conditions that were required for Windermere Real Estate Services Company's performance occur?

Yes []

No []

If your answer to Question 3 is yes, skip Question 4 and answer Question 5. If

1 you answered no, answer Question 4.

2 **Question 4.** Were the required conditions that did not occur excused?

3 Yes [] No []

4 If your answer to Question 4 is yes, then answer Question 5. If you answered
5 no, stop here, answer no further questions on this claim, and proceed to the
6 next claim.

7 **Question 5.** Did Windermere Real Estate Services Company unfairly
8 interfere with Bennion & Deville Fine Homes SoCal, Inc.'s right to receive the
9 benefits of the contract, as amended?

10 Yes [] No []

11 If your answer to Question 5 is yes, then answer Question 6. If you answered
12 no to Question 5, stop here, answer no further questions on this claim, and
13 proceed to the next claim.

14 **Question 6.** Was Bennion & Deville Fine Homes SoCal, Inc. harmed by
15 Windermere Real Estate Services Company's interference with Bennion &
16 Deville Fine Homes SoCal, Inc.'s right to receive the benefits of the contract, as
17 amended?

18 Yes [] No []

19 If your answer to Question 6 is yes, then answer Question 7. If you answered
20 no, stop here, answer no further questions on this claim, and proceed to the
21 next claim.

22 **Question 7.** What are Bennion & Deville Fine Homes SoCal, Inc.'s
23 damages?

24 Amount: _____

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DEFENDANT/COUNTER-CLAIMANT'S COUNTERCLAIMS
AGAINST PLAINTIFFS/COUNTER-DEFENDANTS, ROBERT L.
BENNION, AND JOSEPH R. DEVILLE

**Windermere Real Estate Services Company Breach of Contract Counter-
Claim against Bennion & Deville Fine Homes, Inc.**

The parties have stipulated that on August 1, 2001, Bennion & Deville Fine Homes, Inc. and Windermere Real Estate Services Company entered into a "Windermere Real Estate License Agreement" for the Coachella Valley (the "Coachella Valley Franchise Agreement"). The parties have also stipulated that on December 18, 2012, the Coachella Valley Franchise Agreement was amended by the "Agreement Modifying Windermere Real Estate Franchise License Agreement."

Question 1. Did Windermere Real Estate Services Company do all, or substantially all, of the significant things that the contract, as amended, required it to do?

Yes [☒] No [☐]

If your answer to Question 1 is yes, skip Question 2 and answer Question 3. If you answered no, answer Question 2.

Question 2. Was Windermere Real Estate Services Company excused from having to do all, or substantially all, of the significant things that the contract, as amended, required it to do?

Yes [☐] No [☐]

If your answer to Question 2 is yes, then answer Question 3. If you answered no, stop here, answer no further questions on this claim, and proceed to the next claim.

1 **Question 3.** Did Bennion & Deville Fine Homes, Inc. fail to do
2 something that the contract, as amended, required it to do (or) do something the
3 contract, as amended, prohibited it from doing?

4 Yes [☒] No [☐]

5 If your answer to Question 3 is yes, then answer Question 4. If you answered
6 no, stop here, answer no further questions on this claim, and proceed to the
7 next claim.

8 **Question 4.** Was Windermere Real Estate Services Company harmed by
9 Bennion & Deville Fine Homes, Inc.'s breach of contract?

10 Yes [☒] No [☐]

11 If your answer to Question 4 is yes, then answer Question 5. If you answered
12 no, stop here, answer no further questions on this claim, and proceed to the
13 next claim.

14 **Question 5.** What are Windermere Real Estate Services Company's
15 damages?

16 Amount: \$ 837,323.36

#8

Windermere Real Estate Services Company Breach of Contract Counter-Claim against Bennion & Deville Fine Homes SoCal, Inc.

The parties have stipulated that on March 29, 2011, Bennion & Deville Fine Homes SoCal, Inc. and Windermere Real Estate Services Company entered into a "Windermere Real Estate Franchise License Agreement" (the "SoCal Franchise Agreement"). The parties have also stipulated that on December 18, 2012, the SoCal Franchise Agreement was amended by the "Agreement Modifying Windermere Real Estate Franchise License Agreement."

Question 1. Did Windermere Real Estate Services Company do all, or substantially all, of the significant things that the contract, as amended, required it to do?

Yes ☒ No ☐

If your answer to Question 1 is yes, skip Question 2 and answer Question 3. If you answered no, answer Question 2.

Question 2. Was Windermere Real Estate Services Company excused from having to do all, or substantially all, of the significant things that the contract, as amended, required it to do?

Yes ☐ No ☐

If your answer to Question 2 is yes, then answer Question 3. If you answered no, stop here, answer no further questions on this claim, and proceed to the next claim.

Question 3. Did Bennion & Deville Fine Homes SoCal, Inc. fail to do something that the contract, as amended, required it to do or do something the contract, as amended, prohibited it from doing?

Yes ☒ No ☐

1 If your answer to Question 3 is yes, then answer Question 4. If you answered
2 no, stop here, answer no further questions on this claim, and proceed to the
3 next claim.

4 **Question 4.** Was Windermere Real Estate Services Company harmed by
5 Bennion & Deville Fine Homes SoCal, Inc.'s breach of contract?

6 Yes [☒] No [☐]

7 If your answer to Question 4 is yes, then answer Question 5. If you answered
8 no, stop here, answer no further questions on this claim, and proceed to the
9 next claim.

10 **Question 5.** What are Windermere Real Estate Services Company's
11 damages?

12 Amount: \$ 257,915.77

W)
X

**Windermere Real Estate Services Company Breach of Contract Counter-
Claim against Robert L. Bennion**

The parties have stipulated that on August 1, 2001, Robert L. Bennion and Windermere Real Estate Services Company entered into a "Windermere Real Estate License Agreement" for the Coachella Valley (the "Coachella Valley Franchise Agreement"). The parties have also stipulated that on March 29, 2011, Mr. Bennion and Windermere Real Estate Services Company entered into a "Windermere Real Estate Franchise License Agreement" (the "SoCal Franchise Agreement"). The parties have further stipulated that on December 18, 2012, the Coachella Valley Franchise Agreement and SoCal Franchise Agreement were amended by the "Agreement Modifying Windermere Real Estate Franchise License Agreement."

Question 1. Did Windermere Real Estate Services Company do all, or substantially all, of the significant things that the contracts, as amended, required it to do?

Yes [☒] No [☐]

If your answer to Question 1 is yes, skip Question 2 and answer Question 3. If you answered no, answer Question 2.

Question 2. Was Windermere Real Estate Services Company excused from having to do all, or substantially all, of the significant things that the contracts, as amended, required it to do?

Yes [☐] No [☐]

If your answer to Question 2 is yes, then answer Question 3. If you answered no, stop here, answer no further questions on this claim, and proceed to the next claim.

Question 3. Did Robert L. Bennion fail to do something that the

1 contracts, as amended, required him to do or do something the contracts, as
2 amended, prohibited him from doing?

3 Yes [☒] No [☐]

4 If your answer to Question 3 is yes, then answer Question 4. If you answered
5 no, stop here, answer no further questions on this claim, and proceed to the
6 next claim.

7 **Question 4.** Was Windermere Real Estate Services Company harmed by
8 Robert L. Bennion's breach of contract?

9 Yes [☒] No [☐]

10 If your answer to Question 4 is yes, then answer Question 5. If you answered
11 no, stop here, answer no further questions on this claim, and proceed to the
12 next claim.

13 **Question 5.** What are Windermere Real Estate Services Company's
14 damages?

15 Amount: \$ 547,619.56

84

**Windermere Real Estate Services Company Breach of Contract Counter-
Claim against Joseph R. Deville**

The parties have stipulated that on August 1, 2001, Joseph R. Deville and Windermere Real Estate Services Company entered into a "Windermere Real Estate License Agreement" for the Coachella Valley (the "Coachella Valley Franchise Agreement"). The parties have also stipulated that on March 29, 2011, Mr. Deville and Windermere Real Estate Services Company entered into a "Windermere Real Estate Franchise License Agreement" (the "SoCal Franchise Agreement"). The parties have further stipulated that on December 18, 2012, the Coachella Valley Franchise Agreement and SoCal Franchise Agreement were amended by the "Agreement Modifying Windermere Real Estate Franchise License Agreement."

Question 1. Did Windermere Real Estate Services Company do all, or substantially all, of the significant things that the contracts, as amended, required it to do?

Yes [☒] No [☐]

If your answer to Question 1 is yes, skip Question 2 and answer Question 3. If you answered no, answer Question 2.

Question 2. Was Windermere Real Estate Services Company excused from having to do all, or substantially all, of the significant things that the contracts, as amended, required it to do?

Yes [☐] No [☐]

If your answer to Question 2 is yes, then answer Question 3. If you answered no, stop here, answer no further questions on this claim, and proceed to the next claim.

Question 3. Did Joseph R. Deville fail to do something that the

1 contracts, as amended, required him to do or do something the contracts, as
2 amended, prohibited him from doing?

3 Yes [☒] No [☐]

4 If your answer to Question 3 is yes, then answer Question 4. If you answered
5 no, stop here, answer no further questions on this claim, and proceed to the
6 next claim.

7 **Question 4.** Was Windermere Real Estate Services Company harmed by
8 Joseph R. Deville's breach of contract?

9 Yes [☒] No [☐]

10 If your answer to Question 4 is yes, then answer Question 5. If you answered
11 no, stop here, answer no further questions on this claim, and proceed to the
12 next claim.

13 **Question 5.** What are Windermere Real Estate Services Company's
14 damages?

15 Amount: \$547,619.56

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**Windermere Real Estate Services Company Open Book Account Counter-
Claim against Bennion & Deville Fine Homes, Inc.**

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

Yes [☒] No []

If your answer to Question 1 is yes, then answer Question 2. If you answered
no, stop here, answer no further questions on this claim, and proceed to the
next claim.

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

Yes [☒] No []

If your answer to Question 2 is yes, then answer Question 3. If you answered
no, stop here, answer no further questions on this claim, and proceed to the
next claim.

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

Yes [☒] No []

If your answer to Question 3 is yes, then answer Question 4. If you answered
no, stop here, answer no further questions on this claim, and proceed to the
next claim.

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

Amount: \$1,264,555.32

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**Windermere Real Estate Services Company Open Book Account Counter-
Claim against Bennion & Deville Fine Homes SoCal, Inc.**

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

Yes [☒] No [☐]

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

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

Yes [☒] No [☐]

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

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

Yes [☒] No [☐]

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

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

Amount: \$310,234.98

DATED: 7/26, 2018

Presiding Juror

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After this verdict form has been signed, notify the clerk that you are ready to present your verdict in the courtroom.