

LINK:

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 02-3822 GAF (FMOx)	Date	September 27, 2013
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Title	Eric J Lindsey v. SLT Los Angeles LLC, et al
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Present: The Honorable	GARY ALLEN FEESS
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Stephen Montes Kerr	None	N/A
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Deputy Clerk	Court Reporter / Recorder	Tape No.
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Attorneys Present for Plaintiffs:	Attorneys Present for Defendants:
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None	None
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Proceedings: (In Chambers)

ORDER RE: DRAFT VERDICT FORM

Attached is a copy of a draft verdict form to be used in trial of this lawsuit. The parties should review this document and the draft jury instruction previously provided and be prepared to discuss them at the hearing now set for Monday, September 30, 2013, at 3:30 p.m.

IT IS SO ORDERED.

Attachment

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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

E-JAY’S PANACHE IMAGES, et al.

Plaintiff,

v.

STARWOOD HOTELS & RESORTS
WORLDWIDE, INC.

Defendants.

Case No. CV 02-3822- GAF

DRAFT SPECIAL VERDICT

WE, THE JURY, in the above-entitled action now reach a unanimous verdict on the following questions submitted to us:

BREACH OF CONTRACT

1. Did PANACHE prove by a preponderance of the evidence that it entered into a contract with STARWOOD?

YES ___ NO ___

IF YOU ANSWERED YES, GO TO QUESTION NO. 2. IF YOU ANSWERED NO, SIGN AND DATE THE VERDICT FORM AND NOTIFY THE COURT.

1 2. Did PANACHE prove by a preponderance of the evidence that it performed
2 all, or substantially all, of the significant things that the contract required it
3 to do?

4 YES ___ NO ___

5 IF YOU ANSWERED YES, GO TO QUESTION NO. 3. IF YOU
6 ANSWERED NO, SIGN AND DATE THE VERDICT FORM AND
7 NOTIFY THE COURT.

8 3. Did PANACHE prove by a preponderance of the evidence that all conditions
9 required by the contract for Starwood's performance had occurred?

10 YES ___ NO ___

11 IF YOU ANSWERED YES, GO TO QUESTION NO. 4. IF YOU
12 ANSWERED NO, SIGN AND DATE THE VERDICT FORM AND
13 NOTIFY THE COURT.

14 4. Did PANACHE proved by a preponderance of the evidence that
15 STARWOOD breached its contract with PANACHE by failing to do
16 something that the contract required it to do?

17 YES ___ NO ___

18 IF YOU ANSWERED YES, GO TO QUESTION NO. 5. IF YOU
19 ANSWERED NO, SIGN AND DATE THE VERDICT FORM AND
20 NOTIFY THE COURT.

21 **SECTION 1981 VIOLATION**

22 5. Did PANACHE prove by a preponderance of the evidence that
23 STARWOOD'S failure to perform its obligations under the contract was
24 motivated by racial animus, that is, that STARWOOD intentionally and
25 purposefully discriminated against PANACHE because of the race of its
26 partners?

27 YES ___ NO ___

28

1 GO TO QUESTION NO. 6.

2 **UNRUH ACT VIOLATION**

3 6. Did PANACHE prove by a preponderance of the evidence that
4 STARWOOD's breach of contract denied PANACHE the full and equal
5 accommodations, advantages, facilities, privileges or services in a business
6 establishment?

7 YES ___ NO ___

8 IF YOU ANSWERED YES, GO TO QUESTION NO. 7. IF YOU ANSWERED
9 NO, SIGN AND DATE THE FORM AND NOTIFY THE COURT.

10 7. Did PANACHE prove by a preponderance of the evidence that the race of
11 PANACHE'S partners was a motivating factor for this denial?

12 YES ___ NO ___

13 IF YOU ANSWERED YES, GO TO QUESTION NO. 8. IF YOU ANSWERED
14 NO, SIGN AND DATE THE FORM AND NOTIFY THE COURT.

15 8. Did STARWOOD prove by a preponderance of the evidence that the denial
16 was not arbitrary, that is, that the actions taken were reasonably related to a
17 valid business objective?

18 YES ___ NO ___

19
20 SIGN AND DATE THE FORM AND NOTIFY THE COURT.

21
22 DATED:

23 _____
24 FOREPERSON

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