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16 Attorneys for Plaintiff Waverly Scott Kaffaga, as
 17 Executor for the Estate of Elaine Anderson Steinbeck

18 UNITED STATES DISTRICT COURT
 19 CENTRAL DISTRICT OF CALIFORNIA

20 Waverly Scott Kaffaga, as Executor for
 21 the Estate of Elaine Anderson Steinbeck,
 22
 23 Plaintiff,
 24
 25 v.
 26 The Estate of Thomas Steinbeck, Gail
 27 Knight Steinbeck, and The Palladin
 28 Group, Inc.,
 Defendant.

Case No. 14-cv-08699 TJH FFMx
JUDGMENT AFTER JURY TRIAL
 JS-6

1 WHEREAS on November 10, 2014, Plaintiff Waverly Scott Kaffaga, as
2 Executor of the Estate of Elaine Anderson Steinbeck (“Plaintiff”), filed a
3 complaint pleading causes of action for breach of contract, slander of title, and
4 intentional interference with prospective economic advantage, and seeking a
5 declaratory judgment and permanent injunction against Defendants Thomas
6 Steinbeck, Gail Knight Steinbeck, and The Palladin Group, Inc. (collectively,
7 “Defendants”);

8 WHEREAS on November 17, 2014, Plaintiff filed an amended complaint
9 pleading the same causes of action against the same Defendants;

10 WHEREAS on April 1, 2016 Plaintiff filed a motion for summary judgment
11 as to liability on all of her claims;

12 WHEREAS on November 1, 2016 this Court issued an Order granting
13 summary judgment to Plaintiff on her claims of slander of title and breach of
14 contract (the “Summary Judgment Order”);

15 WHEREAS in its Summary Judgment Order this Court found that a 1983
16 Settlement Agreement between Thomas Steinbeck, John Steinbeck IV, and Elaine
17 Anderson Steinbeck (the “1983 Agreement”) was a valid and enforceable contract
18 that gave Elaine Anderson Steinbeck and her heirs the complete power and
19 authority to control the exploitation of the literary works of John Steinbeck (the
20 “Steinbeck Works”);

21 WHEREAS the Court also found that the Estate of Elaine Anderson
22 Steinbeck had met its obligations under the 1983 Agreement;

23 WHEREAS the Court held that Defendants’ communications to third parties
24 in which they claimed control over the intellectual property rights to the Steinbeck
25 Works or sought to exploit those works or authorized others’ to exploit those
26 Works breached the 1983 Agreement and caused damages;

27 WHEREAS the Court found Defendants to have slandered Plaintiff’s title in
28 the Steinbeck Works by repeatedly and falsely asserting to various third parties

1 that they had a right to control the exploitation of the Steinbeck Works, causing
2 Plaintiff direct pecuniary harm;

3 WHEREAS Thomas Steinbeck died on August 11, 2016, and the Estate of
4 Thomas Steinbeck was substituted for Thomas Steinbeck as a defendant during the
5 course of pretrial proceedings;

6 WHEREAS a jury trial was held from August 29 to September 5, 2017,
7 regarding the damages on Plaintiff's breach of contract and slander of title claims,
8 and regarding both liability and damages on Plaintiff's claim for intentional
9 interference with prospective economic advantage;

10 WHEREAS at the conclusion of that trial, the jury reached a unanimous
11 verdict finding all three Defendants liable for intentional interference with
12 prospective economic advantage and awarding Plaintiff \$5,250,000 in total
13 compensatory damages and \$7,900,000 in total punitive damages, as set forth in
14 the verdict form that appears at Docket No. 295;

15
16 IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff Waverly Scott
17 Kaffaga, as Executor of the Estate of Elaine Steinbeck, shall recover \$13,150,000
18 in total damages from the Defendants, in accordance with the jury's verdict, as
19 follows:

- 20 A. The amount of \$1,300,000 on Plaintiff's claim for breach of contract;
- 21 B. The amount of \$1,300,000 on Plaintiff's claim for slander of title;
- 22 C. The amount of \$1,000,000 against Defendant the Estate of Thomas
23 Steinbeck on Plaintiff's claim for intentional interference with Plaintiff's
24 prospective economic relationship with Universal/Imagine relating to the *East of*
25 *Eden* transaction;
- 26 D. The amount of \$500,000 against Defendant Gail Steinbeck on
27 Plaintiff's claim for intentional interference with Plaintiff's prospective economic
28 relationship with Universal/Imagine relating to the *East of Eden* transaction;

1 E. The amount of \$500,000 against Defendant The Palladin Group, Inc.
2 on Plaintiff's claim for intentional interference with Plaintiff's prospective
3 economic relationship with Universal/Imagine relating to the *East of Eden*
4 transaction;

5 F. The amount of \$325,000 against Defendant the Estate of Thomas
6 Steinbeck on Plaintiff's claim for intentional interference with Plaintiff's
7 prospective economic relationship with DreamWorks Pictures relating to the
8 *Grapes of Wrath* transaction;

9 G. The amount of \$162,500 against Defendant Gail Steinbeck on
10 Plaintiff's claim for intentional interference with Plaintiff's prospective economic
11 relationship with DreamWorks Pictures relating to the *Grapes of Wrath*
12 transaction;

13 H. The amount of \$162,500 against Defendant The Palladin Group, Inc.
14 on Plaintiff's claim for intentional interference with Plaintiff's prospective
15 economic relationship with DreamWorks Pictures relating to the *Grapes of Wrath*
16 transaction;


17 I. The amount of \$5,925,000 in punitive damages against Defendant
18 Gail Steinbeck; and

19 J. The amount of \$1,975,000 in punitive damages against Defendant The
20 Palladin Group, Inc.

21
22 Plaintiff shall also recover reasonable costs in accordance with Fed. R. Civ.
23 P. 54, 28 U.S.C. § 1920, and L.R. 54-1.

24
25 Dated: March 15, 2018

By:


HON. TERRY J. HATTER, JR.
United States District Judge