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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

TSVETEN S. TORBOV,
Plaintiff,

v.

CENLAR AGENCY, INC., et al.,
Defendants.

Case No. 14-cv-00130-BLF

VERDICT FORM

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SECTION 1

VERDICT FORM – BREACH OF CONTRACT

We answer the questions submitted to us as follows:

1. Did Mr. Torbov and Cenlar/Nationstar enter into a contract?

Yes No

If your answer to question 1 is yes, then answer question 2. If you answered no, stop here, and go to Section 2.

2. Did Mr. Torbov do all, or substantially all, of the significant things that the contract required him to do, or was Mr. Torbov excused from having to do all, or substantially all, of the significant things that the contract required him to do?

Yes No

If your answer to question 2 is yes, then answer question 3. If you answered no, stop here, and go to Section 2.

3. Did Cenlar/Nationstar fail to do something that the contract required it to do?

Yes No

Or

Did Cenlar/Nationstar do something that the contract prohibited it from doing?

Yes No

If your answer to either option for question 3 is yes, then answer question 4. If you answered no to both options, stop here, and go to Section 2.

4. Was Mr. Torbov harmed by Cenlar/Nationstar's breach of contract?

Yes No

Go to Section 2.

SECTION 2

VERDICT FORM – BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING

We answer the questions submitted to us as follows:

5. Did Mr. Torbov and Cenlar/Nationstar enter into a contract?

Yes No

If your answer to question 5 is yes, then answer question 6. If you answered no, stop here, and go to Section 3.

6. Did Mr. Torbov do all, or substantially all, of the significant things that the contract required him to do, or was Mr. Torbov excused from having to do all, or substantially all, of the significant things that the contract required him to do?

Yes No

If your answer to question 6 is yes, then answer question 7. If you answered no, stop here, and go to Section 3.

7. Did Cenlar/Nationstar unfairly interfere with Mr. Torbov's right to receive the benefits of the contract?

Yes No

If your answer to question 7 is yes, then answer question 8. If you answered no, stop here, and go to Section 3.

8. Was Mr. Torbov harmed by Cenlar/Nationstar's interference?

Yes No

Go to Section 3, Damages.

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SECTION 3

VERDICT FORM – DAMAGES

If you answered yes to either question 4 and/or question 8, answer question 9. If you answered no to question 1, 2, 3 or 4 and no to question 5, 6, 7 or 8, stop here, answer no further questions and have your presiding juror sign and date this form.

9. What are Mr. Torbov's damages?

\$ _____

Answer question 10.

10. Did Mr. Torbov fail to use reasonable efforts to mitigate his damages?

_____ Yes _____ No

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

11. What portion the total damages could Mr. Torbov have avoided?

_____ %

Signed: *Russell Zimmer*

(Presiding Juror)

Dated: 2/6/, 2018

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