

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 10-cv-00646-WYD-CBS

CONTRADA, INC.,

Plaintiff,

v.

ROBIN L. PARSLEY and
N SKY LIVING, INC., a Texas corporation,

Defendants.

AMENDED FINAL JUDGMENT

Pursuant to and in accordance with Fed. R. Civ. P. 58(a) and the Order, filed on May 16, 2012, by the Honorable Wiley Y. Daniel, Chief United States District Judge, and incorporated herein by reference as if fully set forth, it is

ORDERED that Defendants' counterclaims Civil Conspiracy; Intentional Interference with Contract and Prospective Business Relations; and Breach of the Covenant of Good Faith and Fair Dealing are eliminated from the Final Pretrial Order entered September 6, 2011 [ECF Doc. No. 87].

THIS MATTER came before the Court and a jury of ten duly sworn to try the matter on June 4, 2012, the Honorable Wiley Y. Daniel, United States District Judge, presiding. On June 7, 2012, the Court granted Plaintiff's oral motion for judgment as a matter of law and dismissed Defendants' counter-claims of fraud in the inducement and breach of fiduciary duty. On June 8, 2012, the jury returned its verdict as follows:

Verdict Form

PLAINTIFF CONTRADA, INC.'S CLAIMS AGAINST
DEFENDANT ROBIN L. PARSLEY

1. Do you find by a preponderance of the evidence that the defendant, Robin Parsley, breached a contract with the plaintiff, Contrada, Inc.?

YES

If you answer "Yes" to Question No. 1, proceed to Question No. 2. If you answer "No" to Question No. 1, you have found for the Defendant. Proceed to sign and date the verdict form.

2. Do you find by a preponderance of the evidence that the defendant, Robin Parsley, is not liable for breach of contract based on his defense of fraud in the inducement?

NO

3. Do you find by a preponderance of the evidence that the defendant, Robin Parsley, is not liable for breach of contract based on his defense of estoppel?

NO

If you answered "No" to both Question No. 2 and Question No. 3, proceed to Question No. 4. If you answered "Yes" to either Question No. 2 or Question No. 3, you have found for the Defendant. Proceed to sign and date the verdict form.

4. What amount of damages is the plaintiff, Contrada, Inc., entitled to from the defendant, Robin Parsley, for his breach of contract? Do not include attorney's fees.

Damages: \$975,000.00

IT IS THEREFORE

ORDERED that judgment is hereby entered in favor of Plaintiff, Contrada, Inc., and against Defendant, Robin L. Parsley, in the total amount of \$975,000.00 on Plaintiff's breach of contract claim. It is further

ORDERED that post-judgment interest shall accrue on the total amount of \$975,000.00 at the legal rate of 0.18% per annum from the date of entry of the original final judgment. It is further

ORDERED that Plaintiff shall have its costs by the filing of a Bill of Costs with the Clerk of this Court within fourteen (14) days of entry of the original final judgment.

DATED at Denver, Colorado this 6th day of December, 2012.

FOR THE COURT:

JEFFREY P. COLWELL, CLERK

s/ Edward P. Butler
Edward P. Butler,
Deputy Clerk

APPROVED AS TO FORM:

s/ Wiley Y. Daniel
WILEY Y. DANIEL,
CHIEF UNITED STATES DISTRICT JUDGE