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EASTERN DISTRICT OF CALIFORNIA
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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

BRIAN DAWE; FLAT IRON
MOUNTAIN ASSOCIATES, LLC,
formerly known as FLAT
IRON MOUNTAIN ASSOCIATES,
a Partnership,

Plaintiffs,

v.

NO. CIV. S-07-1790 LKK/EFB

VERDICT

CORRECTIONS USA, a California
Corporation; CALIFORNIA
CORRECTIONAL PEACE OFFICERS'
ASSOCIATION, a California
Corporation; JAMES BAIARDI,
an individual; DONALD JOSEPH
BAUMANN, an individual,

Defendants.

AND CONSOLIDATED ACTIONS &
RELATED COUNTERCLAIMS

**VERDICT FORMS FOR PLAINTIFFS'
CLAIMS**

FIMA's Claim for Breach of Contract Against CUSA

(Referenced at Jury Instruction Nos. 30, 32, 33, 34, 35, 36, 37, 38, 39, 41, 42, and 43)

On FIMA's claim for breach of contract against CUSA:


We find in favor of FIMA and against CUSA.

We find in favor of CUSA and against FIMA.

Complete the section below only if you find in favor of FIMA on its claim against CUSA.

We award FIMA the following damages: \$ 111,000

Dated: 10/18/10

Signed: 
Presiding Juror

Gary Harkins' Claim for Breach of Contract Against CUSA

(Referenced at Jury Instruction Nos. 31, 32, 33, 34, 35, 36, 41, and 42)

On Gary Harkins' claim for breach of contract against CUSA:


 X We find in favor of Harkins and against CUSA.

 We find in favor of CUSA and against Harkins.

Complete the section below only if you find in favor of Harkins on its claim against CUSA.

We award Harkins the following damages: \$ 6,000

Dated: 10/18/10

Signed: 
Presiding Juror

FIMA's Claim for Breach of the Implied Covenant of Good Faith and Fair Dealing Against CUSA

(Referenced at Jury Instruction Nos. 40 and 41)

On FIMA's claim for breach of the implied covenant of good faith and fair dealing against CUSA:


We find in favor of FIMA and against CUSA.

We find in favor of CUSA and against FIMA.

Complete the section below only if you find in favor of FIMA on its claim against CUSA.

We award FIMA the following damages: \$ Ø

Dated: 10/18/10

Signed: 
Presiding Juror

Brian Dawe's Claim for Defamation Against Defendants

(Referenced at Jury Instruction Nos. 44, 46, 47, 48, 49, 50, and 51)

On Brian Dawe's claim for defamation against CUSA:

- We find in favor of Dawe and against CUSA.
- We find in favor of CUSA and against Dawe.

Complete the section below only if you find in favor of Dawe on its claim against CUSA.

We award Dawe the following damages: \$100,000

If you found that Dawe was entitled to recover actual damages from CUSA, has Dawe proved by clear and convincing evidence that CUSA acted with malice, oppression, or fraud?

Yes No

Dated: 10/18/10

Signed: *Robert Scott Maple*
Presiding Juror

* * *

On Brian Dawe's claim for defamation against CCPOA:

- We find in favor of Dawe and against CCPOA.
- We find in favor of CCPOA and against Dawe.

Complete the section below only if you find in favor of Dawe on its claim against CCPOA.

We award Dawe the following damages: \$1,639,405

If you found that Dawe was entitled to recover actual damages from CCPOA, has Dawe proved by clear and convincing evidence that CCPOA acted with malice, oppression, or fraud?

Yes No

* * *

On Brian Dawe's claim for defamation against Donald Joseph Baumann:

We find in favor of Dawe and against Baumann.

We find in favor of Baumann and against Dawe.

Complete the section below only if you find in favor of Dawe on its claim against Baumann.

We award Dawe the following damages: \$ 25,000

If you found that Dawe was entitled to recover actual damages from Baumann, has Dawe proved by clear and convincing evidence that Baumann acted with malice, oppression, or fraud?

Yes No

* * *

On Brian Dawe's claim for defamation against James Baiardi:

We find in favor of Dawe and against Baiardi.

We find in favor of Baiardi and against Dawe.

Complete the section below only if you find in favor of Dawe on its claim against Baiardi.

We award Dawe the following damages: \$ 25,000

If you found that Dawe was entitled to recover actual damages from Baiardi, has Dawe proved by clear and convincing evidence that Baiardi acted with malice, oppression, or fraud?

Yes No

Gary Harkins' Claim for Defamation Against CUSA, CCPOA, Baiardi

(Referenced at Jury Instruction Nos. 45, 46, 47, 48, 49, 50, and 51)

On Gary Harkins' claim for defamation against CUSA:

We find in favor of Harkins and against CUSA.

We find in favor of CUSA and against Harkins.

Complete the section below only if you find in favor of Harkins on its claim against CUSA.

We award Harkins the following damages: \$ 28,000

If you found that Harkins was entitled to recover actual damages from CUSA, has Harkins proved by clear and convincing evidence that CUSA acted with malice, oppression, or fraud?

Yes No

* * *

On Gary Harkins' claim for defamation against CCPOA:

We find in favor of Harkins and against CCPOA.

We find in favor of CCPOA and against Harkins.

Complete the section below only if you find in favor of Harkins on its claim against CCPOA.

We award Harkins the following damages: \$ 315,000

If you found that Harkins was entitled to recover actual damages from CCPOA, has Harkins proved by clear and convincing evidence that CCPOA acted with malice, oppression, or fraud?

Yes No

Dated: 10/18/10

Signed: *Dalen Scott Meyer*
Presiding Juror

* * *

On Gary Harkins' claim for defamation against James Baiardi:

We find in favor of Harkins and against Baiardi.

We find in favor of Baiardi and against Harkins.

Complete the section below only if you find in favor of Harkins on its claim against Baiardi.

We award Harkins the following damages: \$ 7,000

If you found that Harkins was entitled to recover actual damages from Baiardi, has Harkins proved by clear and convincing evidence that Baiardi acted with malice, oppression, or fraud?

Yes No

If you found that there was a contract between FIMA and CUSA, then proceed with this form. If you did not, please stop and go to the next form at page 11.

FIMA's Claim for Intentional Interference with Contractual Relations Against CCPOA and Baumann

(Referenced at Jury Instruction Nos. 43, 52, 54, and 55)

On FIMA's claim for intentional interference with contractual relations against CCPOA:

We find in favor of FIMA and against CCPOA.

We find in favor of CCPOA and against FIMA.

Complete the section below only if you find in favor of FIMA on its claim against CCPOA.

We award FIMA the following damages: \$ 333,000

If you found that FIMA was entitled to recover actual damages from CCPOA, has FIMA proved by clear and convincing evidence that CCPOA acted with malice, oppression, or fraud?

Yes No

* * *

On FIMA's claim for intentional interference with contractual relations against Baumann:

We find in favor of FIMA and against Baumann.

We find in favor of Baumann and against FIMA.

Complete the section below only if you find in favor of FIMA on its claim against Baumann.

We award FIMA the following damages: \$ _____

If you found that FIMA was entitled to recover actual damages from Baumann, has FIMA proved by clear and convincing evidence that Baumann acted with malice, oppression, or fraud?

Yes No

* * *

Special Verdict for FIMA's claim for intentional interference with contractual relations against Baumann:

As to FIMA's claim again Donald Joseph Baumann, relative to his asserted interference with contractual relations, if you find for plaintiff, answer the following questions:

1) Was Mr. Baumann acting on behalf of CUSA?

___ Yes ___ No

2) Was Mr. Baumann acting on behalf of CCPOA?


___ Yes ___ No

3) Was Mr. Baumann acting on behalf of both CUSA and CCPOA?

___ Yes ___ No

Dated: 10/18/10

Signed: _____


Presiding Juror

FIMA and Brian Dawe's Claim for Intentional Interference with Prospective Economic Relations Against CUSA, CCPOA, Donald Joseph Bauman, and James Baiardi

(Referenced at Jury Instruction Nos. 43, 56, 58, 59, 60.)

On FIMA and Brian Dawe's claim for intentional interference with prospective economic relations against CUSA:

We find in favor of FIMA and against CUSA.

We find in favor of CUSA and against FIMA.

Complete the section below only if you find in favor of FIMA on its claim against CUSA.

We award FIMA the following damages: \$ 1

If you found that FIMA was entitled to recover actual damages from CUSA, has FIMA proved by clear and convincing evidence that CUSA acted with malice, oppression, or fraud?

Yes No

* * *

On FIMA and Brian Dawe's claim for intentional interference with prospective economic relations against CCPOA:

We find in favor of FIMA and against CCPOA.

We find in favor of CCPOA and against FIMA.

Complete the section below only if you find in favor of FIMA on its claim against CCPOA.

We award FIMA the following damages: \$ 1

If you found that FIMA was entitled to recover actual damages from CCPOA, has FIMA proved by clear and convincing evidence that CCPOA acted with malice, oppression, or fraud?

Yes No

* * *

On FIMA and Brian Dawe's claim for intentional interference with prospective economic relations against Donald Joseph Baumann:

We find in favor of FIMA and against Baumann.

We find in favor of Baumann and against FIMA.

Complete the section below only if you find in favor of FIMA on its claim against Baumann.

We award FIMA the following damages: \$ 1

If you found that FIMA was entitled to recover actual damages from Baumann, has FIMA proved by clear and convincing evidence that Baumann acted with malice, oppression, or fraud?

Yes No

* * *

On FIMA and Brian Dawe's claim for intentional interference with prospective economic relations against James Baiardi:

We find in favor of FIMA and against Baiardi.

We find in favor of Baiardi and against FIMA.

Complete the section below only if you find in favor of FIMA on its claim against Baiardi.

We award FIMA the following damages: \$ 1

If you found that FIMA was entitled to recover actual damages from Baiardi, has FIMA proved by clear and convincing evidence that Baiardi acted with malice, oppression, or fraud?

Yes No

Dated: 10/18/10

Signed: 
Presiding Juror

Gary Harkins' Claim for False Imprisonment Against CUSA

(Referenced at Jury Instruction Nos. 61, 62, and 63)

On Gary Harkins' claim for false imprisonment against CUSA:

We find in favor of Harkins and against CUSA.

We find in favor of CUSA and against Harkins.

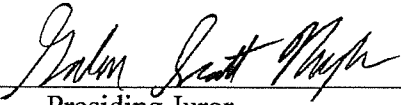
Complete the section below only if you find in favor of Harkins on its claim against CUSA.

We award Harkins the following damages: \$ 2000

If you found that Harkins was entitled to recover actual damages from CUSA, has Harkins proved by clear and convincing evidence that CUSA acted with malice, oppression, or fraud?

Yes No

Dated: 10/18/10

Signed: 
Presiding Juror

VERDICT FORMS FOR CUSA'S CLAIMS

**CUSA's Claim for Interference With Contractual Relations Against Brian Dawe, FIMA,
Gary Harkins, and Richard Loud**

(Referenced at Jury Instruction Nos. 53, 54, and 55)

On CUSA's claim for intentional interference with contractual relations against Brian Dawe:

We find in favor of CUSA and against Dawe.

We find in favor of Dawe and against CUSA.

Complete the section below only if you find in favor of CUSA on its claim against Dawe.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from Dawe, has CUSA proved by clear and convincing evidence that Dawe acted with malice, oppression, or fraud?

Yes No

* * *

On CUSA's claim for intentional interference with contractual relations against FIMA:

We find in favor of CUSA and against FIMA.

We find in favor of FIMA and against CUSA.

Complete the section below only if you find in favor of CUSA on its claim against FIMA.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from FIMA, has CUSA proved by clear and convincing evidence that FIMA acted with malice, oppression, or fraud?

Yes No

* * *

On CUSA's claim for intentional interference with contractual relations against Gary Harkins:

We find in favor of CUSA and against Harkins.

We find in favor of Harkins and against CUSA.

Complete the section below only if you find in favor of CUSA on its claim against Harkins.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from Harkins, has CUSA proved by clear and convincing evidence that Harkins acted with malice, oppression, or fraud?

Yes No

* * *

On CUSA's claim for intentional interference with contractual relations against Richard Loud:

We find in favor of CUSA and against Loud.

We find in favor of Loud and against CUSA.

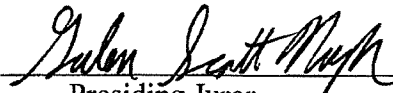
Complete the section below only if you find in favor of CUSA on its claim against Harkins.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from Loud, has CUSA proved by clear and convincing evidence that Loud acted with malice, oppression, or fraud?

Yes No

Dated: 10/18/10

Signed: 
Presiding Juror

**CUSA's Claim for Interference With Prospective Economic Relations Against Brian Dawe,
FIMA, Gary Harkins, and Richard Loud**

(Referenced at Jury Instruction Nos. 56, 57, 58, 59, and 60)

On CUSA's claim for interference with prospective economic relations against Brian Dawe:

We find in favor of CUSA and against Dawe.

We find in favor of Dawe and against CUSA.

Complete the section below only if you find in favor of CUSA on its claim against Dawe.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from Dawe, has CUSA proved by clear and convincing evidence that Dawe acted with malice, oppression, or fraud?

Yes No

* * *

On CUSA's claim for interference with prospective economic relations against FIMA:

We find in favor of CUSA and against FIMA.

We find in favor of FIMA and against CUSA.

Complete the section below only if you find in favor of CUSA on its claim against FIMA.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from FIMA, has CUSA proved by clear and convincing evidence that FIMA acted with malice, oppression, or fraud?

Yes No

* * *

On CUSA's claim for interference with prospective economic relations against Gary Harkins:

We find in favor of CUSA and against Harkins.

We find in favor of Harkins and against CUSA.

Complete the section below only if you find in favor of CUSA on its claim against Harkins.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from Harkins, has CUSA proved by clear and convincing evidence that Harkins acted with malice, oppression, or fraud?

Yes No

* * *

On CUSA's claim for interference with prospective economic relations against Richard Loud:

We find in favor of CUSA and against Loud.

We find in favor of Loud and against CUSA.

Complete the section below only if you find in favor of CUSA on its claim against Harkins.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from Loud, has CUSA proved by clear and convincing evidence that Loud acted with malice, oppression, or fraud?

Yes No

Dated: 10/18/10

Signed: *Galen Scott Mays*
Presiding Juror

**CUSA's Claim for Breach of Fiduciary Duty Against Brian Dawe, FIMA, Gary Harkins,
and Richard Loud**

(Referenced at Jury Instruction Nos. 64, 65, 66, 67, and 68)

On CUSA's claim for breach of fiduciary duty against Brian Dawe:

We find in favor of CUSA and against Dawe.

We find in favor of Dawe and against CUSA.

Complete the section below only if you find in favor of CUSA on its claim against Dawe.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from Dawe, has CUSA proved by clear and convincing evidence that Dawe acted with malice, oppression, or fraud?

Yes No

* * *

On CUSA's claim for breach of fiduciary duty against FIMA:

We find in favor of CUSA and against FIMA.

We find in favor of FIMA and against CUSA.

Complete the section below only if you find in favor of CUSA on its claim against FIMA.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from FIMA, has CUSA proved by clear and convincing evidence that FIMA acted with malice, oppression, or fraud?

Yes No

* * *

On CUSA's claim for breach of fiduciary duty against Gary Harkins:

We find in favor of CUSA and against Harkins.

We find in favor of Harkins and against CUSA.

Complete the section below only if you find in favor of CUSA on its claim against Harkins.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from Harkins, has CUSA proved by clear and convincing evidence that Harkins acted with malice, oppression, or fraud?

Yes No

* * *

On CUSA's claim for breach of fiduciary duty against Richard Loud:

We find in favor of CUSA and against Loud.

We find in favor of Loud and against CUSA.

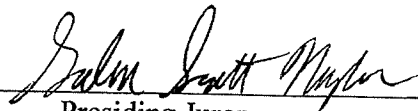
Complete the section below only if you find in favor of CUSA on its claim against Loud.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from Loud, has CUSA proved by clear and convincing evidence that Loud acted with malice, oppression, or fraud?

Yes No

Dated: 10/18/10

Signed: 
Presiding Juror

CUSA's Claim for Prohibited Use of Membership List Against Brian Dawe, FIMA, Gary Harkins, and Richard Loud

(Referenced at Jury Instruction Nos. 69, 70, and 71)

On CUSA's claim for prohibited use of membership list against Brian Dawe:

We find in favor of CUSA and against Dawe.

We find in favor of Dawe and against CUSA.

Complete the section below only if you find in favor of CUSA on its claim against Dawe.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from Dawe, has CUSA proved by clear and convincing evidence that Dawe acted with malice, oppression, or fraud?

Yes No

* * *

On CUSA's claim for prohibited use of membership list against FIMA:

We find in favor of CUSA and against FIMA.

We find in favor of FIMA and against CUSA.

Complete the section below only if you find in favor of CUSA on its claim against FIMA.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from FIMA, has CUSA proved by clear and convincing evidence that FIMA acted with malice, oppression, or fraud?

Yes No

* * *

On CUSA's claim for prohibited use of membership list against Gary Harkins:

We find in favor of CUSA and against Harkins.

We find in favor of Harkins and against CUSA.

Complete the section below only if you find in favor of CUSA on its claim against Harkins.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from Harkins, has CUSA proved by clear and convincing evidence that Harkins acted with malice, oppression, or fraud?

Yes No

* * *

On CUSA's claim for prohibited use of membership list against Richard Loud:

We find in favor of CUSA and against Loud.

We find in favor of Loud and against CUSA.

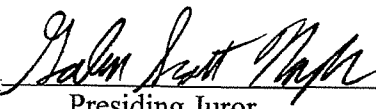
Complete the section below only if you find in favor of CUSA on its claim against Loud.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from Loud, has CUSA proved by clear and convincing evidence that Loud acted with malice, oppression, or fraud?

Yes No

Dated: 10/18/10

Signed: 
Presiding Juror

CUSA's Claim for Fraud/Concealment Against Brian Dawe, FIMA, Gary Harkins, and Richard Loud

(Referenced at Jury Instruction Nos. 72, 73, 74, and 75)

On CUSA's claim for fraud/concealment against Brian Dawe:

We find in favor of CUSA and against Dawe.

We find in favor of Dawe and against CUSA.

Complete the section below only if you find in favor of CUSA on its claim against Dawe.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from Dawe, has CUSA proved by clear and convincing evidence that Dawe acted with malice, oppression, or fraud?

Yes No

* * *

On CUSA's claim for fraud/concealment against FIMA:

We find in favor of CUSA and against FIMA.

We find in favor of FIMA and against CUSA.

Complete the section below only if you find in favor of CUSA on its claim against FIMA.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from FIMA, has CUSA proved by clear and convincing evidence that FIMA acted with malice, oppression, or fraud?

Yes No

* * *

On CUSA's claim for fraud/concealment against Gary Harkins:

We find in favor of CUSA and against Harkins.

We find in favor of Harkins and against CUSA.

Complete the section below only if you find in favor of CUSA on its claim against Harkins.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from Harkins, has CUSA proved by clear and convincing evidence that Harkins acted with malice, oppression, or fraud?

Yes No

* * *

On CUSA's claim for fraud/concealment against Richard Loud:

We find in favor of CUSA and against Loud.

We find in favor of Loud and against CUSA.

Complete the section below only if you find in favor of CUSA on its claim against Loud.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from Loud, has CUSA proved by clear and convincing evidence that Loud acted with malice, oppression, or fraud?

Yes No

Dated: 10/18/10

Signed: *Richard Scott Mays*
Presiding Juror

CUSA's Claim for Conversion Against Brian Dawe, FIMA, Gary Harkins, Richard Loud

(Referenced at Jury Instruction Nos. 76, 77, and 78)

On CUSA's claim for conversion against Brian Dawe:

We find in favor of CUSA and against Dawe.

We find in favor of Dawe and against CUSA.

Complete the section below only if you find in favor of CUSA on its claim against Dawe.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from Dawe, has CUSA proved by clear and convincing evidence that Dawe acted with malice, oppression, or fraud?

Yes No

* * *

On CUSA's claim for conversion against FIMA:

We find in favor of CUSA and against FIMA.

We find in favor of FIMA and against CUSA.

Complete the section below only if you find in favor of CUSA on its claim against FIMA.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from FIMA, has CUSA proved by clear and convincing evidence that FIMA acted with malice, oppression, or fraud?

Yes No

* * *

On CUSA's claim for conversion against Gary Harkins:

We find in favor of CUSA and against Harkins.

We find in favor of Harkins and against CUSA.

Complete the section below only if you find in favor of CUSA on its claim against Harkins.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from Harkins, has CUSA proved by clear and convincing evidence that Harkins acted with malice, oppression, or fraud?

Yes No

* * *

On CUSA's claim for conversion against Richard Loud:

We find in favor of CUSA and against Loud.

We find in favor of Loud and against CUSA.

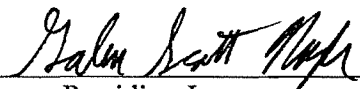
Complete the section below only if you find in favor of CUSA on its claim against Loud.

We award CUSA the following damages: \$ _____

If you found that CUSA was entitled to recover actual damages from Loud, has CUSA proved by clear and convincing evidence that Loud acted with malice, oppression, or fraud?

Yes No

Dated: 10/18/10

Signed: 
Presiding Juror