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LOS ANGELES SUPERIOR COURT

NOV 05 2012

JOHN A. CLARKE, CLERK

J. McDonald
S. L. McDONALD, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, NORTH CENTRAL DISTRICT

YOUNG MONEY ENTERTAINMENT, LLC,
a Florida corporation; and DWAYNE
MICHAEL CARTER, JR., an individual,

Plaintiffs,

vs.

DIGERATI HOLDINGS, LLC, etc., et al.,

Defendants.

Case No. EC 049512

Assigned for All Purposes to:
Hon. Donna F. Goldstein, Dept. NC-B

Special Verdict

Judge: Hon. Donna F. Goldstein
Dept.: NC-B

DIGERATI HOLDINGS, LLC, a Delaware
limited liability company,

Cross-Complainant,

vs.

YOUNG MONEY ENTERTAINMENT,
INC., etc., et al.,

Cross-Defendants.

1 We, the jury, answer the questions submitted to us as follows:

2 **(Claims of Young Money Entertainment, LLC and Dwayne Michael Carter, Jr. Against**
3 **Digerati Holdings LLC, QD3 Entertainment, Inc. and Quincy Jones)**

4 1. Did Plaintiffs Young Money Entertainment and Dwayne Michael Carter, Jr. and
5 Defendant Digerati Holdings enter into a contract?

6 Yes No

7 If your answer to question 1 is yes, then answer question 2. If you answered no,
8 stop here, answer no further questions in this section, and move forward to the section
9 entitled "Cross-Claims of Digerati Holdings, LLC against Young Money Entertainment,
10 Inc., Young Money Entertainment, LLC and Dwayne Michael Carter, Jr."

11 2. Did Young Money Entertainment, LLC do all, or substantially all, of the significant
12 things that the contract required it to do?

13 Yes No

14 or

15 Was Young Money Entertainment, LLC excused from having to do all, or
16 substantially all, of the significant things that the contract required it to do?

17 Yes No

18 3. Did Dwayne Michael Carter, Jr. do all, or substantially all, of the significant things
19 that the contract required him to do?

20 Yes No

21 or

22 Was Dwayne Michael Carter, Jr. excused from having to do all, or substantially all,
23 of the significant things that the contract required him to do?

24 Yes No

25 If your answer to either option for question 2 or either option for question 3 is yes,
26 then answer question 4. If you answered no to all four options, stop here, answer no
27 further questions in this section, and move forward to the section entitled "Cross-Claims of
28 Digerati Holdings, LLC against Young Money Entertainment, Inc., Young Money
Entertainment, LLC and Dwayne Michael Carter, Jr."

4. Did all the conditions that were required for Digerati Holdings, LLC's performance
occur or were they excused?

Yes No

If your answer to question 4 is yes, then answer question 5. If you answered no,
stop here, answer no further questions in this section, and move forward to the section
entitled "Cross-Claims of Digerati Holdings, LLC against Young Money Entertainment
Inc., Young Money Entertainment, LLC and Dwayne Michael Carter, Jr."

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5. Did Digerati Holdings, LLC fail to do something that the contract required it to do and which was not waived or otherwise excused?

Yes No

or

Did Digerati do something that the contract prohibited it from doing that was not waived or otherwise excused?

Yes No

If your answer to either option for question 5 is yes, which means that you find that Digerati Holdings LLC breached the contract, then answer question 6. If you answered no to both options, stop here, answer no further questions in this section, and move forward to the section entitled "Cross-Claims of Digerati Holdings, LLC against Young Money Entertainment, Inc., Young Money Entertainment, LLC and Dwayne Michael Carter, Jr."

6. Did Digerati breach the implied promise of good faith and fair dealing under the contract?

Yes No

Proceed to the next question.

7. Was Young Money Entertainment, LLC harmed by Digerati's failure to do something required under the contract or by Digerati's conduct that was prohibited by the contract?

Yes No

If your answer to question 7 is yes, then answer question 8. If you answered no, stop here, answer no further questions in this section, and move forward to the section entitled "Cross-Claims of Digerati Holdings, LLC against Young Money Entertainment, Inc., Young Money Entertainment, LLC and Dwayne Michael Carter, Jr."

8. What are the damages suffered by Young Money Entertainment, LLC or Dwayne Michael Carter, Jr.?

- a. Nominal Damages: \$ _____
- b. Damages to Mr. Carter's Brand: \$ _____
- TOTAL \$ _____

Now move on to the next page containing questions regarding the Cross-Claim of Digerati Holdings, LLC.

1 **(Cross-Claim of Digerati Holdings, LLC against Young Money Entertainment, Inc., Young**
2 **Money Entertainment, LLC and Dwayne Michael Carter, Jr.)**

3 1. Did Digerati Holdings, LLC, Inc. do all, or substantially all, of the significant
4 things that the contract required it to do?

5 Yes No

6 or

7 Was Digerati Holdings, LLC. excused from having to do all, or substantially all, of
8 the significant things that the contract required it to do?

9 Yes No

10 If your answer to either option for question 1 is yes, then answer question 2. If you
11 answered no to both options, stop here, answer no further questions, and have the presiding
12 juror sign and date this form.

13 2. Did all the conditions that were required for Dwayne Michael Carter, Jr.'s
14 performance occur or were they excused?

15 Yes No

16 3. Did all the conditions that were required for Young Money Entertainment's
17 performance occur or were they excused?

18 Yes No

19 If your answer to either question 2 or 3 is yes, then answer question 4. If you
20 answered no to both 2 and 3, stop here, answer no further questions, and have the presiding
21 juror sign and date this form.

22 4. Did Dwayne Michael Carter, Jr. fail to do something that the contract required him
23 to do and which was not waived or otherwise excused?

24 Yes No

25 or

26 Did Dwayne Michael Carter, Jr. do something that the contract prohibited him from
27 doing that was not waived or otherwise excused?

28 Yes No

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5. Did Young Money Entertainment fail to do something that the contract required it to do and which was not waived or otherwise excused?

Yes No

or

Did Young Money Entertainment do something that the contract prohibited it from doing that was not waived or otherwise excused?

Yes No

If your answer to either option for question 4 or either option for question 5 is yes, which means that you find that Young Money Entertainment and/or Dwayne Michael Carter, Jr. breached the contract, then answer question 6. If you answered no to all four options, stop here, answer no further questions, and have the presiding juror sign and date this form.

6. Was Digerati Holdings harmed by Young Money Entertainment or Dwayne Michael Carter, Jr.'s failure to do something required under the contract or by Young Money Entertainment or Dwayne Michael Carter, Jr.'s conduct that was prohibited by the contract?

Yes No

If your answer to question 6 is yes, then answer question 7. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

7. What are the damages suffered by Digerati Holdings, LLC?

TOTAL

\$ 2,195,000

Signed: Cathy Hansen
Presiding Juror

Dated: 11-5-12

After this verdict form has been signed, notify the bailiff that you are ready to present your verdict in the courtroom.