1	SUPERIOR COURT OF CALIFORNIA, SAN MATEO SUPERIOR COUNTY OF SAN MATEO FEB 0 3 2016
2	IN AND FOR THE COUNTY OF SAN MATEO FEB COUNTY OF SAN MATEO
3	LIJIE JIANG
4	Plaintiff,
5	Vs. JUDGMENT ON JURY VERDICT
6	IVYMAX INC
7	Defendant.
8	CASE NO. CIV 526050
9	
10	
11	This action came on regularly for trial on January 20, 21, 25, 26, 27 28, 2016 in the
12	San Mateo Superior Court, the Honorable Barbara J. Mallach, presiding; Michael Kim, Esq.
13	appearing for the plaintiff; Andrew Watters and Marc Guedenet, Esq. appearing for the
14	defendant.
15	
16	A jury of 12 persons was impaneled and sworn. Witnesses were sworn and testified.
17	After hearing the evidence and arguments of counsel, the Court duly instructed the jury and

After hearing the evidence and arguments of counsel, the Court duly instructed the jury and the case was submitted to the jury with directions to return a verdict. The jury deliberated and thereafter returned into the court with its verdict, which was in the words as follows to wit:

Verdict on the Complaint of Jiang for Defendant IVYMAX INC and against Plaintiff LIJIE

JIANG. A copy of the verdict is attached hereto, incorporated herein and made a part hereof by reference as though fully set forth herein.

Dated: 2/3/16

Barbara J. Mallach
Judge of the Superior Court

v	•	
1		
1 2		11 T T T T T
3		FILED SAN MATEO COUNTY
4		2 8 2016
5		Clerk of the Superior Court
6		DEPUTY CLERK
7		
8	IN THE SUPERIOR COURT OF	THE STATE OF CALIFORNIA
9	IN AND FOR THE COL	UNTY OF SAN MATEO
10		
11	LIJIE JIANG,	Case No. CIV526050
12	Plaintiff,	
13		JURY VERDICT
14	VS.	
15	IVANAN DIG 1 DOEG 1 /1 1 . 70	
16	IVYMAX, INC.; and DOES 1 through 50,	
17	Defendants.	
18		
19		
20 21		
22	BREACH OF	CONTRACT
23	1. Did Lijie Jiang and Ivymax, Inc. ent	·
24	$\underline{\hspace{1cm}}$ Yes $\underline{\hspace{1cm}}$ No	
25		
26	If your answer to question 1 is yes, the	n answer question 2. If you answered no,
27	please skip to question 7.	· ·
28	Case No. CIV526050	
	JURY VE	ERDICT

	$oldsymbol{I}$
1	2. Did Lijie Jiang do all, or substantially all, of the significant things that the
2	contract required her to do?
3	_√12 Yes O No
4	
5	If your answer to question 2 is yes, then answer question 3. If you answered no,
6	please skip to question 7.
7	
8	3. Did all the conditions that were required for Ivymax, Inc.'s performance occur or
9	were they excused?
10	
11	
12	If your answer to question 3 is yes, then answer question 4. If you answered no,
13	please skip to question 7.
14	Transcale de description
15	4. Did Ivymax, Inc. fail to do something that the contract required it to do?
16	Yes No
17	
18	If your answer to question 4 is yes, then answer question 5. If you answered no,
19	please skip to question 7.
20	
21	5. Was Lijie Jiang harmed by that failure?
22	YesNo
23	
24	If your answer to question 5 is yes, then answer question 6. If you answered no,
25	please skip to question 7.
26	
27	6. What are Lijie Jiang's damages?
28	Case No. CIV526050 2
	JURY VERDICT

1	
2	\$
3	
4	Please answer question 7.
5	
6	BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING
7	7. Did Lijie Jiang and Ivymax, Inc. enter into a contract?
8	$\sqrt{17}$ Yes $\sqrt{0}$ No
9	
10	If your answer to question 7 is yes, then answer question 8. If you answered no,
11	please skip to question 13.
12	
13	8. Did Lijie Jiang do all, or substantially all, of the significant things that the
14	contract required her to do?
15	<u>/12</u> Yes <u>O</u> No
16	
17	If your answer to question 8 is yes, then answer question 9. If you answered no,
19	please skip to question 13.
20	
21	9. Did all the conditions that were required for Ivymax, Inc.'s performance occur or
22	were they excused? 9 Yes 3 No
23	YesNo
24	If your answer to question 0 is yes, then engages an action 10. If you are seemed as
25	If your answer to question 9 is yes, then answer question 10. If you answered no, please skip to question 13.
26	prodoc skip to question 13.
27	
28	Case No. CIV526050 3 JURY VERDICT

, ,

_	
1	10. Did Ivymax, Inc. unfairly interfere with Lijie Jiang's right to receive the
2	benefits of the contract?
3	<u>O</u> Yes <u>12</u> No
4	
5	If your answer to question 10 is yes, then answer question 11. If you answered no,
6	please skip to question 13.
7	
8	11. Was Lijie Jiang harmed by Ivymax, Inc's conduct?
9	Yes No
10	· · · · · · · · · · · · · · · · · · ·
11	If your answer to question 11 is yes, then answer question 12. If you answered no,
12	please skip to question 13.
13	
14	12. What are Lijie Jiang's damages?
15	
16	\$
17	Please answer question 13.
18	
19	INTENTIONAL MISREPRESETATION
20	13. Did Ivymax, Inc. make a false representation to Lijie Jiang?
21	<u>2</u> Yes <u>[0</u> No
22	If your answer to question 13 is yes, then answer question 14. If you answered no,
23	please skip to question 19.
24	
25	14. Did Ivymax, Inc. know that the representation was false, or did it make the
26	representation recklessly and without regard for its truth?
27	Yes No
28	Case No. CIV526050 4
- (JURY VERDICT

. |

1	
2	If your answer to question 14 is yes, then answer question 15. If you answered no,
3	please skip to question 19.
4	
5	15. Did Ivymax, Inc. intend that Lijie Jiang rely on the representation?
6	YesNo
7	
8	If your answer to question 15 is yes, then answer question 16. If you answered no,
9	please skip to question 19.
10	
11	16. Did Lijie Jiang reasonably rely on the representation?
12	YesNo
13	
14	If your answer to question 16 is yes, then answer question 17. If you answered no,
15	please skip to question 19.
16	
17	17. Was Lijie Jiang's reliance on Ivymax, Inc.'s representation a substantial factor
18	in causing harm to Lijie Jiang?
19	Yes No
20	
21	If your answer to question 17 is yes, then answer question 18. If you answered no,
22	please skip to question 19.
23	
24	18. What are Lijie Jiang's damages?
25	a. Past economic loss: \$
26	b. Future economic loss: \$
27	c. Past mental suffering/emotional distress: \$
28	Case No. CIV526050 5
	JURY VERDICT

, ,	•
1	d Enture mental suffering/amaticael distance.
2	d. Future mental suffering/ emotional distress: \$
3	Please answer question 19.
4	Trouse answer question 19.
5	
6	CONCEALMENT
7	19. Did Ivymax, Inc. intentionally fail to disclose a fact that Lijie Jiang did not
8	know and could not reasonably have discovered?
9	<u>O</u> Yes <u>12</u> No
10	
11	If your answer to question 19 is yes, then answer question 20. If you answered no,
12	please skip to question 24.
13 14	
15	20. Did Ivymax, Inc. intend to deceive Lijie Jiang by concealing the fact?
16	Yes No
17	TC
18	If your answer to question 20 is yes, then answer question 21. If you answered no, please skip to question 24.
19	please skip to question 24.
20	21. Had the omitted information been disclosed, would Lijie Jiang reasonably have
21	behaved differently?
22	YesNo
23	
24	If your answer to question 21 is yes, then answer question 22. If you answered no,
25	please skip to question 24.
26	
27	22. Was Ivymax, Inc.'s concealment a substantial factor in causing harm to Lijie
28	Case No. CIV526050 6 JURY VERDICT
ľ	JUNI VERDICI

	•
1	Tion of
2	Jiang? Yes No
3	Yes No
4	If your engage to greation 22 is used then engaged and 22. If you engaged as
5	If your answer to question 22 is yes, then answer question 23. If you answered no,
6	please skip to question 24.
7	23. What are Lijie Jiang's damages?
8	a. Past economic loss: \$
9	b. Future economic loss: \$
10	c. Past mental suffering/emotional distress: \$
11	d. Future mental suffering/ emotional distress: \$
12	
13	Please answer questions 24.
14	
15	24. Did an agent or employee of Ivymax, Inc. engage in the conduct with malice,
16	oppression, or fraud?
17	YesNo
18	
19	If your answer to question 24 is yes, then answer question 25. If you answered no,
20	stop here, answer no further questions, and have the presiding juror sign and date this
21	form.
22	25. Was the conduct constituting malice, oppression, or fraud committed by one or
23	more officers, directors, or managing agents of Ivymax, Inc. acting in a corporate
24	capacity?
25	Yes No
26	
27	If your answer to question 25 is yes, stop here, answer no further questions, and
28	Case No. CIV526050 7 JURY VERDICT
1	1 JOKI VENDICI

1	
1	have the presiding juror sign and date this form. If you answered no, skip to question 26.
2	
3	26. Did one or more officers, directors, or managing agents of Ivymax, Inc. know
4	of this conduct and adopt or approve it after it occurred?
5	Yes No
6	
7	
8	After answering Question 26, have the presiding juror sign and date this form.
9	
10	o. u. m. L
11	Signed: Path Prat
12	Presiding Juror
13	
14	Dated: 1-28-16
15	
16 17	After this verdict form has been signed, notify the bailiff that you are ready to
18	present your verdict in the courtroom.
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	Case No. CIV526050 8
	JURY VERDICT