

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

John A. Coy,

Civ. No. 15-93 (BRT)

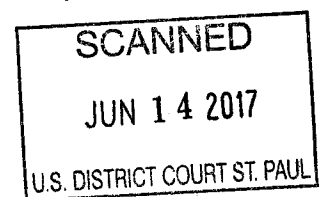
Plaintiff,

v.

No Limits Education and Athletic
Development, Inc., Shawn Black, Scott
Branovan, and Craig Woodcroft,

**REDACTED
SPECIAL VERDICT FORM**

Defendants.



SPECIAL VERDICT FORM

We, the Jury, empaneled and sworn for the trial of the above-entitled action, hereby answer the submitted questions for the claims asserted in this case:

SECTION I:

**PLAINTIFF COY'S CLAIM FOR FRAUD
AGAINST ALL DEFENDANTS**

Please answer the following questions regarding Plaintiff's claims of fraud and concealment:

1. Did Defendant Black, and/or Defendant Branovan, and/or Defendant Woodcroft, by statement or concealment, make false or misleading representations of material fact or promises to Plaintiff Coy?

Defendant Black

Yes ☒No ☐

→ Defendant Branovan

Yes ☒No ☐

Defendant Woodcroft

Yes ☐No ☒

If your answer to Question 1 was "Yes" for any of the Defendants, then answer Question 2 for that Defendant. If your answer to Question 1 was "No" for any of the Defendants, then skip to the next section for that Defendant.

2. Did Defendant Black, and/or Defendant Branovan, and/or Defendant Woodcroft know the representation or concealment or promise to be false or misleading at the time?

Defendant Black

Yes ☒No ☐

Defendant Branovan

Yes ☒No ☐

Defendant Woodcroft

Yes ☐No ☐

If your answer to Question 2 was "Yes" for any of the Defendants, then answer Question 3 for that Defendant. If your answer to Question 2 was "No" for any of the Defendants, then skip to the next section for that Defendant.

3. Did Defendant Black, and/or Defendant Branovan, and/or Defendant Woodcroft intend for Plaintiff Coy to rely on the representation or concealment or promise?

Defendant Black

Yes ☒

No ☐

Defendant Branovan

Yes ☐

No ☒

Defendant Woodcroft

Yes ☐

No ☐

If your answer to Question 3 was "Yes" for any of the Defendants, then answer Question 4 for that Defendant. If your answer to Question 3 was "No" for any of the Defendants, then skip to the next section for that Defendant.

4. Did Plaintiff Coy rely on the representation or concealment or promise?

Defendant Black

Yes ☒

No ☐

Defendant Branovan

Yes ☐

No ☐

Defendant Woodcroft

Yes ☐

No ☐

If your answer to Question 4 was "Yes" for any of the Defendants, then answer Question 5 for that Defendant. If your answer to Question 4 was "No" for any of the Defendants, then skip to the next section for that Defendant.

5. Was Plaintiff Coy justified in relying on the representation or concealment or promise?

Defendant Black

Yes ☒

No ☐

Defendant Branovan

Yes ☐

No ☐

Defendant Woodcroft

Yes ☐

No ☐

If your answer to Question 5 was "Yes" for any of the Defendants, then answer Question 6 for that Defendant. If your answer to Question 5 was "No" for any of the Defendants, then skip to the next section for that Defendant.

6. Was Plaintiff Coy harmed as a result of relying on the false representation or concealment or promise?

Defendant Black

Yes ☒

No ☐

Defendant Branovan

Yes ☐

No ☐

Defendant Woodcroft

Yes ☐

No ☐

If your answer to Question 6 was "Yes" for any of the Defendants, then answer Question 7. If your answer to Question 6 was "No" for any of the Defendants, then skip to the next section for that Defendant.

7. How much money would fairly and adequately compensate Plaintiff Coy for the harm he suffered?

\$ ~~200,000.00~~ 0.00
BMS ASW

Now move on to the next section

SECTION II:

PLAINTIFF COY'S CLAIM FOR BREACH OF FIDUCIARY DUTY AGAINST ALL DEFENDANTS

Please answer the following questions regarding Plaintiff's claims of breach of fiduciary duty:

8. Did Defendant Black, and/or Defendant Branovan, and/or Defendant Woodcroft breach a fiduciary duty to Plaintiff Coy?

Defendant Black

Yes ☒

No ☐

Defendant Branovan

Yes ☒

No ☐

Defendant Woodcroft

Yes ☒

No ☐

If your answer to Question 8 was "Yes" for any of the Defendants, then answer Question 9 for that Defendant. If your answer to Question 8 was "No" for any of the Defendants, then skip to the next section for that Defendant.

9. Did the breach of fiduciary duty by Defendant Black, and/or Defendant Branovan, and/or Defendant Woodcroft directly harm Plaintiff Coy?

Defendant Black

Yes ✓, No

Defendant Branovan

Yes ✓ No

Defendant Woodcroft

Yes ☒ No ☐

If your answer to Question 9 was “Yes” for any of the Defendants, then answer Questions 10. If your answer to Question 9 was “No” for any of the Defendants, then skip to the next section for that Defendant.

10. How much money would fairly and adequately compensate Plaintiff Coy for the harm he suffered?

\$ ~~XXXXXXXXXX~~ 0 ¹⁰⁰ / 100
BMS

Now move on to the next section.

SECTION III:

**PLAINTIFF COY'S CLAIM FOR PUNITIVE DAMAGES
AGAINST DEFENDANT BLACK AND DEFENDANT BRANOVAN**

If you answered "Yes" to Question 6 or Question 9 as to Defendant Black or Defendant Branovan, then answer Question 11 about that Defendant.

11. Has Plaintiff Coy proven by clear and convincing evidence that Defendant Black or Defendant Branovan acted with deliberate disregard for the rights of others? /

Defendant Black

Yes ✓ No

Defendant Branovan

Yes No ✓

If your answer to Question 11 was "Yes" for Defendant Black or Defendant Branovan, then answer Question 12 for that Defendant. If your answer to Question 11 was "No" for Defendant Black or Defendant Branovan, then skip to the next section for that Defendant.

12. What amount of money, if any, should be awarded to punish Defendant Black or Defendant Branovan and discourage others from behaving in a similar way?

Defendant Black

\$ 100,000

Defendant Branovan

\$ 0

Now move on to the next section.

SECTION IV:

PLAINTIFF COY'S CLAIM FOR BREACH OF CONTRACT AGAINST ALL DEFENDANTS

Please answer the following questions regarding Plaintiff's claims of breach of contract:

13. Did Defendant Black, and/or Defendant Branovan, and/or Defendant Woodcroft breach any oral or written contract with Plaintiff Coy?

Defendant Black

Yes ☒ No ☐

Defendant Branovan

Yes ☒ No ☐

Defendant Woodcroft

Yes ☒ No ☐

If your answer to Question 13 was "Yes" for any of the Defendants, then answer Question 14 for that Defendant. If your answer to Question 13 was "No" for any of the Defendants, then skip to the next section for that Defendant.

14. Did the breach of contract by Defendant Black, and/or Defendant Branovan, and/or Defendant Woodcroft directly harm Plaintiff Coy?

Defendant Black

Yes ☒ No ☐

Defendant Branovan

Yes ☒ No ☐

Defendant Woodcroft

Yes ☒ No ☐

If your answer to Question 14 was "Yes" for any of the Defendants, then answer Question 15 for that Defendant, and assign a percentage for that Defendant in Question 16. If your answer to Question 14 was "No" for any of the Defendants, then skip to the next section for that Defendant.

15. How much money would fairly and adequately compensate Plaintiff Coy for the harm he suffered?



\$ 200,000.00

16. If you wrote a dollar amount in response to Question 15, what portion of that dollar amount should each Defendant be required to pay to Plaintiff?

Only assign a percentage to Defendants for whom you answered "Yes" on Question 14. The total must add to 100%.

Defendant Black

100 %

Defendant Branovan

0 %

Defendant Woodcroft

0 %

= 100%

Now move on to the next section.

SECTION V:

**PLAINTIFF COY'S CLAIM FOR PROMISSORY ESTOPPEL
AGAINST ALL DEFENDANTS**

Please answer the following questions regarding Plaintiff's claims of promissory estoppel:

17. Did Defendant Black, and/or Defendant Branovan, and/or Defendant Woodcroft make one or more clear and definite promises to Plaintiff Coy?

Defendant Black

Yes ☒

No ☐

Defendant Branovan

Yes ☐

No ☒

Defendant Woodcroft

Yes ☐

No ☒

If your answer to Question 17 was "Yes" for any of the Defendants, then answer Question 18 for that Defendant. If your answer to Question 17 was "No" for any of the Defendants, then skip the next section for that Defendant.

18. Should Defendant Black, and/or Defendant Branovan, and/or Defendant Woodcroft have reasonably foreseen that the Plaintiff would rely on the promise(s)?

Defendant Black

Yes ☒

No ☐

Defendant Branovan

Yes ☐

No ☐

Defendant Woodcroft

Yes ☐

No ☐

If your answer to Question 18 was "Yes" for any of the Defendants, then answer Question 19 for that Defendant. If your answer to Question 18 was "No" for any of the Defendants, then skip the next section for that Defendant.

19. Did Plaintiff Coy rely on such promise(s)?

Defendant Black

Yes ☒ No ☐

Defendant Branovan

Yes ☐ No ☐

Defendant Woodcroft

Yes ☐ No ☐

If your answer to Question 19 was "Yes" for any of the Defendants, then answer Question 20 for that Defendant. If your answer to Question 19 was "No" for any of the Defendants, then skip the next section for that Defendant.

20. Did Plaintiff Coy suffer losses or was he otherwise disadvantaged because he relied on the promise(s)?

Defendant Black

Yes ☒ No ☐

Defendant Branovan

Yes ☐ No ☐

Defendant Woodcroft

Yes ☐ No ☐

Now move on the next section.

SECTION VI:

**DEFENDANT BLACK'S CLAIM OF BREACH OF FIDUCIARY DUTY AGAINST
DEFENDANTS BRANOVAN AND WOODCROFT**

Please answer the following questions regarding Defendant Shawn Black's claims of breach of fiduciary duty:

21. Did Defendant Branovan and/or Defendant Woodcroft breach a fiduciary duty to Defendant Shawn Black?

Defendant Branovan

Yes ☐ No ☒

Defendant Woodcroft

Yes ☐ No ☒

If your answer to Question 21 was "Yes" for any of the Defendants, then answer Question 22 for that Defendant. If your answer to Question 21 was "No" for any of the Defendants, then skip to the next section for that Defendant.

22. Did the breach of fiduciary duty by Defendant Branovan and/or Defendant Woodcroft directly harm Defendant Shawn Black?

Defendant Branovan Yes ☐ No ☐

Defendant Woodcroft Yes ☐ No ☐

If your answer to Question 22 was "Yes" for any of the Defendants, then answer Questions 23. If your answer to Question 22 was "No" for any of the Defendants, then skip to the next section for that Defendant.

23. How much money would fairly and adequately compensate Defendant Shawn Black for the harm he suffered?

\$ 0

Now move on to the next section.

SECTION VII:

DEFENDANT WOODCROFT'S CLAIM FOR BREACH OF FIDUCIARY DUTY AGAINST DEFENDANTS BLACK AND BRANOVAN

Please answer the following questions regarding Defendant Craig Woodcroft's claims of breach of fiduciary duty:

24. Did Defendant Branovan and/or Defendant Black breach a fiduciary duty to Defendant Craig Woodcroft?

Defendant Branovan Yes ☒ No ☐

Defendant Black Yes ☒ No ☐

If your answer to Question 24 was "Yes" for any of the Defendants, then answer Question 25 for that Defendant. If your answer to Question 24 was "No" for any of the Defendants, then skip to the next section for that Defendant.

25. Did the breach of fiduciary duty by Defendant Branovan and/or Defendant Black directly harm Defendant Craig Woodcroft?

Defendant Branovan

Yes ☒ No ☐

Defendant Black

Yes ☒ No ☐

If your answer to Question 25 was "Yes" for any of the Defendants, then answer Question 26. If your answer to Question 25 was "No" for any of the Defendants, then skip to the next section for that Defendant.

26. How much money would fairly and adequately compensate Defendant Craig Woodcroft for the harm he suffered?

\$ 250,000.⁰⁰

Now move on to the next section.

SECTION VIII:

DEFENDANT WOODCROFT'S CLAIM FOR CONVERSION AGAINST DEFENDANTS BRANOVAN AND BLACK

Please answer the following questions regarding Defendant Craig Woodcroft's claim of conversion:

27. Did Defendant Branovan and/or Defendant Black convert the property of Woodcroft for their own benefit?

Defendant Branovan

Yes ☐ No ☒

Defendant Black

Yes ☐ No ☒

If your answer to Question 27 was "Yes" for any of the Defendants, then answer Question 28 for that Defendant. If your answer to Question 27 was "No" for any of the Defendants, then skip to the next section for that Defendant.

28. How much money would fairly and adequately compensate Defendant Craig Woodcroft for the harm he suffered?

\$ 0

Now move on to the next section.

SECTION IX:

DEFENDANT BRANOVAN'S CLAIM FOR BREACH OF FIDUCIARY DUTY AGAINST DEFENDANTS BLACK AND WOODCROFT

Please answer the following questions regarding Defendant Scott Branovan's claims of breach of fiduciary duty:

29. Did Defendant Black and/or Defendant Woodcroft breach a fiduciary duty to Defendant Scott Branovan?

Defendant Black

Yes ☒

No ☐

Defendant Woodcroft

Yes ☐

No ☒

If your answer to Question 29 was "Yes" for any of the Defendants, then answer Question 30 for that Defendant. If your answer to Question 29 was "No" for any of the Defendants, then you have no more questions to answer for that Defendant.

30. Did the breach of fiduciary duty by Defendant Black and/or Defendant Woodcroft directly harm Defendant Scott Branovan?

Defendant Black

Yes ☒

No ☐

Defendant Woodcroft

Yes ☐

No ☐

If your answer to Question 30 was "Yes" for any of the Defendants, then answer Questions 31. If your answer to Question 30 was "No" for any of the Defendants, then then you have no more questions to answer for that Defendant.

31. How much money would fairly and adequately compensate Defendant Scott Branovan for the harm he suffered?

\$ 35,000.⁰⁰

You have completed your deliberations. Please have your foreperson sign and date this form below and inform the court security officer that you have finished deliberating.

Dated: 6-13, 2017

SIGNATURE REDACTED

Signature of Foreperson /