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3 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
4 **COUNTY OF SAN FRANCISCO**
5 **UNLIMITED JURISDICTION**

6 **BAY GUARDIAN COMPANY, INC.,**

Case No. 04-435584

7
8 Plaintiff,

VERDICT FORM

9 v.

Trial Date: January 14, 2008
Department: 318

10 **NEW TIMES MEDIA LLC, SF WEEKLY LP,**
11 **EAST BAY EXPRESS PUBLISHING LP,**

HON. MARLA J. MILLER

12 Defendants.

13 **FILED**
San Francisco County Superior Court

14 MAR 05 2008

15 **GORDON PARK-LI, Clerk**
16 BY: *Gordon Park-Li*
Deputy Clerk

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

As to the Defendant SF WEEKLY LP

1. Did SF WEEKLY LP offer to sell or sell advertising space on or after October 19, 2001 at a price that was below the cost of that advertising?

12 YES 0 NO

If your answer to question 1 is "yes," then answer question 2. If you have answered "no," stop here, answer no further questions, and have the presiding juror sign and date this form.

2. Were those offers or sales made in an attempt, in good faith, to meet the prices of a competitor selling the same product in the ordinary course of business in the same area?

0 YES 12 NO

If your answer to question 2 is "no," then answer question 3. If you have answered "yes," stop here, answer no further questions, and have the presiding juror sign and date this form.

3. As to the advertising space offered for sale or sold below cost, was it the purpose of SF WEEKLY LP to injure a competitor or destroy competition?

11 YES 1 NO

If your answer to question 3 is "yes," then answer question 4. If you have answered "no," stop here, answer no further questions, and have the presiding juror sign and date this form.

4. As to the advertising space offered for sale or sold below cost that was offered or sold for the purpose of injuring a competitor or destroying competition, did plaintiff prove that those offers or sales were a substantial factor in causing harm to plaintiff?

11 YES 1 NO

If your answer to question 4 is "yes," then answer question 5, and then proceed to question 6. If your answer to question 4 is "no," answer no further questions, and have the presiding juror sign and date this form.

5. What has plaintiff proved its lost profits, if any, by reason of the wrongful conduct of SF WEEKLY LP, to be for each of the following periods:

October 19, 2001-October 18, 2003: \$ 1,791,997
October 19, 2003-Present: \$ 4,603,639

Proceed to question 6.

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As to the Defendant EAST BAY EXPRESS PUBLISHING LP

6. Did EAST BAY EXPRESS PUBLISHING LP, as an agent of SF WEEKLY LP, aid or assist SF WEEKLY LP in offering to sell or selling advertising space on or after October 19, 2001 at a price that was below the cost of that advertising?

12 10 YES 0 NO

If your answer to question 6 is "yes," then answer question 7. If you have answered "no," stop here, answer no further questions as to this defendant, and proceed to question 9 to consider the next defendant.

7. Was it the purpose of EAST BAY EXPRESS PUBLISHING LP to injure a competitor or destroy competition?

10 YES 2 NO

If your answer to question 7 is "yes," then answer question 8. If you have answered "no," proceed to question 9 to consider the next defendant.

8. As to the amount(s), if any, you have stated in response to question 5, what amount(s) is EAST BAY EXPRESS PUBLISHING also responsible for?

October 19, 2001-October 18, 2003: \$ 1,791,997
October 19, 2003-Present: \$ 4,002,039

[The total amount(s) stated in response to question 8 may be equal to, but not greater than, the amount, if any, you have stated in response to question 5].

Proceed to question 9.

As to the Defendant NEW TIMES MEDIA LLC

9. Did NEW TIMES MEDIA LLC, as an agent of SF WEEKLY LP, aid or assist SF WEEKLY LP in offering to sell or selling advertising space on or after October 19, 2001 at a price that was below the cost of that advertising?

12 YES 0 NO

If your answer to question 9 is "yes," then answer question 10. If you have answered "no," stop here, answer no further questions, and have the presiding juror sign and date this form.

10. Was it the purpose of NEW TIMES MEDIA LLC to injure a competitor or destroy competition?

11 YES 1 NO

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If your answer to question 10 is yes, then answer question 11. If you have answered "no," stop here, answer no further questions, and have the presiding juror sign and date this form.

11. As to the amount(s), if any, you have stated in response to question 5, what amount(s) is NEW TIMES MEDIA LLC also responsible for?

October 19, 2001-October 18, 2003: \$ 1,791,997
October 19, 2003-Present: \$ 4,603,659

[The total amount(s) stated in response to question 11 may be equal to, but not greater than, the amount, if any, you have stated in response to question 5].

Signed: [Signature]
Presiding Juror

Dated: MARCH 5, 2008