

FILED  
Clerk of the Superior Court  
MAY 05 2015  
K. BRECKENRIDGE

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**SUPERIOR COURT OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN DIEGO  
HALL OF JUSTICE**

TRAVIS COX, an individual,  
Plaintiff,

vs.

SAN DIEGO AIR SERVICE d/b/a  
AFFORDABLE AIR CHARTER, a  
California Corporation; JAMES  
RICHARD NORMAN, an individual,  
JERRY SANTORO, an individual,  
MARC SPRAGUE, an individual,  
DUSTIN TINNSLEY, an individual.  
Defendants.

CASE NO. 37-2013-00071084-CU-OE-  
CTL

**VERDICT FORM**

Judge: Honorable Timothy B. Taylor  
Dept.: 72

Trial Date: April 24, 2015

We, the jury, in the above-entitled action, render the following verdict and answer  
to questions:

**CLAIM #1: BREACH OF ORAL CONTRACT**

1. Did Travis Cox and San Diego Air Service enter into a contract?

Yes  No  12

2. Did Travis Cox and James Norman enter into a contract?

Yes  No  1

1 If your answer to question 1 or 2 is yes, then answer question 3. If you answered  
2 no, stop here, answer no further questions for Claim #1, and move onto questions for  
3 Claim #2.

4  
5 3. Did Travis Cox do all, or substantially all, of the significant things that the  
6 contract required him to do?

7  
8 Yes  No  12-0

9  
10 If your answer to question 3 is yes, then answer question 4. If you answered no,  
11 stop here, answer no further questions for Claim #1, and move onto questions for Claim  
12 #2.

13  
14 4. Did San Diego Air Service fail to do something that the contract required it to do?

15  
16 Yes  No  12-0

17  
18 5. Did James Norman fail to do something that the contract required him to do?

19  
20 Yes  No  11-1

21  
22 If your answer to question 4 or 5 is yes, then answer question 6. If you answered  
23 no, stop here, answer no further questions for Claim #1, and move onto questions for  
24 Claim #2.

25  
26 6. Was Travis Cox harmed by that failure?

27  
28 Yes  No  12-0

1 If your answer to question 6 is yes, then answer question 7. If you answered no,  
2 stop here, answer no further questions for Claim #1, and move onto questions for Claim  
3 #2.

4  
5 7. What are Travis Cox's actual damages?

6  
7 \$ 9167.10 12-0

8  
9 Please move onto Question 8.

10  
11 8. What are Travis Cox's special damages?

12  
13 \$ ∅ 12-0

14  
15 Please move onto Question 9.

16  
17 9. What are Travis Cox's consequential damages?

18  
19 \$ ∅ 12-0

20  
21 **PLEASE PROCEED TO CLAIM #2**

1 CLAIM #2: FAILURE TO PROVIDE PROPERLY ITEMIZED WAGE  
2 STATEMENTS

3 1. Did San Diego Air Service knowingly and intentionally fail on one or more  
4 occasion to give itemized wage statements to Travis Cox when he was paid?

5  
6 Yes  No  12-0

7  
8 2. Did James Norman knowingly and intentionally fail on one or more occasion to  
9 give itemized wage statements to Travis Cox when he was paid?

10  
11 Yes  No  11-1

12  
13 If your answer to question 1 or 2 is yes, then answer question 3. If you answered  
14 no to question 1 and 2, stop here, answer no further questions for Claim #2, and move  
15 onto questions for Claim #3.

16  
17 3. Did Travis Cox suffer injury as a result of San Diego Air Service's failure to give  
18 itemized wage statements to Travis Cox?

19  
20 Yes  No  11-1

21  
22 4. Did Travis Cox suffer injury as a result of James Norman's failure to give  
23 itemized wage statements to Travis Cox?

24  
25 Yes  No  11-1

1 If your answer to question 3 or 4 is yes, then answer question 5. If you answered  
2 no to both, stop here, answer no further questions for Claim #2, and move onto questions  
3 for Claim #3.

4  
5 5. What are Travis Cox's damages?

6  
7 *→* \$ 191.73

11-1

8  
9 **PLEASE PROCEED TO CLAIM #3**

10 *This was  
11 a mistake  
12 Law Dept*

CLAIM #3: FAILURE TO PAY OVERTIME WAGES

1. Did Travis Cox perform work for San Diego Air Service?

Yes  No  12-0

2. Did Travis Cox perform work for James Norman?

Yes  No  11-1

If your answer to question 1 or 2 is yes, then answer question 3. If you answered no to both, stop here, answer no further questions for Claim #3, and move onto questions for Claim #4.

3. Was Travis Cox paid at a rate lower than the legal overtime compensation rate for any overtime hours that he worked for San Diego Air Service and/or James Richard Norman?

Yes  No  10-2

4. Was Travis Cox paid at a rate lower than the legal overtime compensation rate for any overtime hours that he worked for San Diego Air Service and/or James Richard Norman?

Yes  No  10-2

If your answer to question 3 or 4 is yes, then answer question 5. If you answered no to both 3 and 4, stop here, answer no further questions for Claim #3, and move onto questions for Claim #4.

1 5. What is the amount of wages owed?

2

3

\$ 191.73

12-0

4

5

6

**PLEASE PROCEED TO CLAIM #4**

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**CLAIM #4: FAILURE TO PAY WAGES UPON DISCHARGE**

1  
2 1. Did Travis Cox perform work for San Diego Air Service ?

3  
4 Yes  No  12-0

5  
6 2. Did Travis Cox perform work for James Norman?

7  
8 Yes  No  12-0

9  
10 If your answer to question 1 or 2 is yes, then answer question 3. If you answered  
11 no to both 1 and 2, stop here, answer no further questions for Claim #4, and move onto  
12 questions for Claim #5.

13  
14 3. Did San Diego Air Service discharge Travis Cox or Travis Cox quit his job?

15  
16 Yes  No  12-0

17  
18 4. Did James Norman discharge Travis Cox or Travis cox quit his job?

19  
20 Yes  No  11-1

21  
22 If your answer to question 3 or 4 is yes, then answer question 5. If you answered  
23 no to both 3 and 4, stop here, answer no further questions for Claim #4, and move onto  
24 questions for Claim #5.

1 5. Does San Diego Air Service owe Travis Cox wages under the terms of the  
2 employment?

3  
4 Yes  No  12-0

6 6. Does James Norman owe Travis Cox wages under the terms of the employment?

7  
8 Yes  No  11-1

10 If your answer to question 5 or 6 is yes, then answer question 7. If you answered  
11 no to question 5 and 6, stop here, answer no further questions for Claim #4, and move  
12 onto questions for Claim #5.

14 7. What is the amount of unpaid wages?

15  
16 \$ 6000.00 12-0

18 Please move onto question 8.

20 8. Did San Diego Air Service willfully fail to tender payment of the full amount of  
21 wages earned by Travis Cox on his last day of employment?

22  
23 Yes  No  12-0

1 9. Did James Norman willfully fail to tender payment of the full amount of wages  
2 earned by Travis Cox on his last day of employment?

3  
4 Yes  No  11-1

5  
6 If your answer to question 8 or 9 is yes, then answer question 10 and 11. If you  
7 answered no to both 8 and 9, stop here, answer no further questions for Claim #4, and  
8 move onto questions for Claim #5.

9  
10 10. For how many calendar days following Travis Cox's last day of employment did  
11 San Diego Air Service willfully fail to tender payment of the full amount of Travis Cox's  
12 wages?

13 from 8/13/13 to 5/4/15 12-0  
14 \_\_\_\_\_ days.

15  
16 11. For how many calendar days following Travis Cox's last day of employment did  
17 James Norman willfully fail to tender payment of the full amount of Travis Cox's  
18 wages?

19 from 8/13/13 to 5/4/15 11-1  
20 \_\_\_\_\_ days.

21  
22 Please move onto question 12.

23  
24 12. What was Travis Cox's daily wage rate at the time his employment ended?

25  
26 \$ 92.31 per day. 12-0

27 **PLEASE PROCEED TO CLAIM #5**

1 CLAIM #5: VIOLATION OF LABOR CODE SECTION 2802

2 1. Did Travis Cox incur expenses in direct consequence of his duties, even if those  
3 duties were unlawful?

4 Yes  No  12-0

6  
7 If your answer to question 1 is yes, then answer question 2. If you answered no,  
8 stop here, answer no further questions for Claim #5, and move onto questions for Claim  
9 #6.

10  
11 2. Did Travis Cox believe those duties to be unlawful?

12 Yes  No  12-0

14  
15 If your answer to question 2 is no, then answer question 3. If you answered yes,  
16 stop here, answer no further questions for Claim #5, and move onto questions for Claim  
17 #6.

18  
19 3. What were the amount of expenses that Travis Cox incurred in direct consequence of  
20 his duties, even if those duties were unlawful?

21 \$ 2994.00 12-0

22  
23  
24 Please move onto question 4.

1 4. Did San Diego Air Service reimburse Travis Cox for those expenses?

2  
3  
4

Yes \_\_\_ No

12-0

5 5. Did James Norman reimburse Travis Cox for those expenses?

6  
7  
8

Yes \_\_\_ No

120

9 If your answer to question 4 or 5 is no, then answer question 6. If you answered  
10 yes to both 4 and 5, stop here, answer no further questions for Claim #5, and move onto  
11 questions for Claim #6.

12

13 6. Did San Diego Air Service willfully fail to reimburse Travis Cox for the expenses he  
14 incurred in direct consequence of his duties on his last day of employment?

15  
16  
17

Yes  No \_\_\_

12-0

18 7. Did James Norman willfully fail to reimburse Travis Cox for the expenses he  
19 incurred in direct consequence of his duties on his last day of employment?

20  
21  
22

Yes  No

11-1

23 If your answer to question 6 or 7 is yes, then answer question 8. If you answered  
24 no to both 6 and 7, stop here, answer no further questions for Claim #4, and move onto  
25 questions for Claim #5.

26  
27  
28

1 8. For how many calendar days following Travis Cox's last day of employment did San  
2 Diego Air Service willfully fail to tender payment of the full amount of Travis Cox's  
3 expenses incurred?

4 8/13/13 - 5/4/15 12 - 0  
5 \_\_\_\_\_ days.

6  
7 9. For how many calendar days following Travis Cox's last day of employment did  
8 James Norman willfully fail to tender payment of the full amount of Travis Cox's  
9 expenses incurred?

10 8/13/13 - 5/4/15 11 - 1  
11 \_\_\_\_\_ days.

12  
13 Please move onto question 10.

14  
15 10. What was Travis Cox's daily wage rate at the time his employment ended?

16  
17 \$ 92.31 per day. 12 - 0  
18

19 **PLEASE PROCEED TO CLAIM #6**

20  
21  
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CLAIM #6: VIOLATION OF LABOR CODE SECTION 552

1. Did San Diego Air Service cause Travis Cox to work more than six days in a seven-day period?

Yes  No  12-0

2. Did James Norman cause Travis Cox to work more than six days in a seven-day period?

Yes  No  11-1

If your answer to question 1 or 2 is yes, then answer question 3. If you answered no, stop here, answer no further questions for Claim #6, and move onto questions for Claim #7.

3. What are the dates and periods of time where San Diego Air Service and/or James Richard Norman caused Travis Cox to work more than six days in a seven-day week?

Dates: 5/17-25/2012  
11/12-18/2012 12-0

PLEASE PROCEED TO CLAIM #7

1 CLAIM #7: NEGLIGENCE – Fault of Plaintiff and Others at Issue

2 We answer the questions submitted to us as follows:

3 1. Was James Norman negligent?

4 Yes  No

11-1

5  
6 Was San Diego Air Service negligent?

7 Yes  No

10-2

8  
9 Was Jerry Santoro negligent?

10 Yes  No

12-0

11  
12 Was Dustin Tinsley negligent?

13 Yes  No

12-0

14  
15 Was Marc Sprague negligent?

16 Yes  No

12-0

17  
18 If you answered yes for any defendant in question 1, then answer question 2 for  
19 that defendant. If you answered no for any defendant in question 1, insert the number  
20 zero next to that defendant's name in question 6. If you answered no for all defendants in  
21 question 1, stop here, and proceed to Claim no. 7B.

22  
23 2. For each defendant that received a "yes" answer in question 1, answer the following:

24  
25 Was James Norman's negligence a substantial factor in causing harm to Travis Cox?

26 Yes  No

10-2

1 Was San Diego Air Service's negligence a substantial factor in causing harm to Travis  
2 Cox?

3 Yes  No  10 - 2

5 Was Jerry Santoro's negligence a substantial factor in causing harm to Travis Cox?

6 Yes  No  12 - 0

8 Was Dustin Tinsley's negligence a substantial factor in causing harm to Travis Cox?

9 Yes  No  12 - 0

11 Was Marc Sprague's negligence a substantial factor in causing harm to Travis Cox?

12 Yes  No  12 - 0

14 If you answered yes for any defendant in question 2, then answer question 3. If  
15 you answered no for any defendant in question 2, insert the number zero next to that  
16 defendant's name in question 6. If you did not answer yes for any defendant in question  
17 2, stop here, and proceed to Claim No. 7B.

19 3. What are Travis Cox's total damages? Do not reduce the damages based on the fault,  
20 if any, of Travis Cox or others.

21 a. Past economic loss

22 Lost earnings \$ 0  
23 Other past economic loss \$ 2994 12 - 0

24 Total Past Economic Damages: \$ 2994.00

26 b. Past noneconomic loss, including physical pain/mental suffering: \$ 10,000

28 12 - 0

1 TOTAL \$ 12,994.00 12-0

2  
3 If Travis Cox has proved any damages, then answer question 4. If Travis Cox has  
4 not proved any damages, then move on to claim no. 7B.

5  
6 4. Was Travis Cox negligent?

7 Yes  No

11-1

8  
9 If your answer to question 4 is yes, then answer question 5. If you answered no,  
10 insert the number zero next to Travis Cox's name in question 6, skip question 5, and  
11 answer the remaining questions under 6.

12  
13 5. Was Travis Cox's negligence a substantial factor in causing his harm?

14 Yes  No

11-1

15  
16 If your answer to question 5 is yes, then answer question 6. If you answered no,  
17 insert the number zero next to Travis Cox's name in question 6 and answer the  
18 remaining questions in question 6.

19  
20 6. What percentage of responsibility for Travis Cox's harm do you assign to the  
21 following? Insert a percentage for only those who received "yes" answers in questions 2,  
22 or 5:

23 James Norman: % 10

24 San Diego Air Service: % 10

25 Jerry Santoro: % 30

26 Dustin Tinsley: % 25

27 Marc Sprague: % 25

12-0

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Travis Cox:                   % 0

TOTAL: 100 %

**PLEASE PROCEED TO CLAIM #7B**

CLAIM #7B: NEGLIGENCE – VICARIOUS LIABILITY

1  
2 1. Was James Norman negligent?

3 Yes  No

11-1

4  
5 If your answer to question 1 is yes, then answer question 2. If you answered no,  
6 proceed to claim number 8.

7  
8 2. Was James Norman's negligence a substantial factor in causing harm to Travis Cox?

9 Yes  No

12-0

10  
11 If your answer to question 2 is yes, then answer question 3. If you answered no,  
12 proceed to question number 8.

13  
14 3. Was James Norman San Diego Air Service's agent or officer?

15 Yes  No

12-0

16  
17 If your answer to question 3 is yes, then answer question 4. If you answered no,  
18 proceed to claim number 8.

19  
20 4. Was James Norman acting within the scope of his agency/employment/authority as an  
21 officer when he harmed Travis Cox?

22 Yes  No

11-1

23  
24 If your answer to question 4 is yes, then answer question 5. If you answered no,  
25 proceed to claim number 8.

1 5. What are Travis Cox's damages?

2  
3 a. Past Economic Loss:

4 \$ 2994.00 12-0  
5

6  
7 b. Past Non-Economic ("General") Loss, including mental suffering:

8  
9 \$ 10,000 12-0  
10

11 **PLEASE PROCEED TO CLAIM #8**  
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1 CLAIM #8: NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS - DIRECT  
2 VICTIM

3 1. Was James Norman negligent?

4  
5 Yes  No

11-1

7 2. Was San Diego Air Service negligent?

8  
9 Yes  No

12-0

11 If your answer to question 1 or 2 is yes, then answer question 3. If you answered  
12 no, stop here, answer no further questions for Claim #8, and move onto questions for  
13 Claim #9.

15 2. Did Travis Cox suffer serious emotional distress?

16  
17 Yes  No

11-1

19 If your answer to question 3 is yes, then answer question 4. If you answered no,  
20 stop here, answer no further questions for Claim #8, and move onto questions for Claim  
21 #9.

23 3. Was James Norman's negligence a substantial factor in causing Travis Cox's serious  
24 emotional distress?

25  
26 Yes  No

11-1

1 5. Was San Diego Air Service's negligence a substantial factor in causing Travis Cox's  
2 serious emotional distress?

3  
4 Yes  No  12-0

5  
6 If your answer to question 4 or 5 is yes, then answer question 4. If you answered  
7 no to both 4 and 5, stop here, answer no further questions for Claim #8, and move onto  
8 questions for Claim #9.

9  
10 6. What are Travis Cox's damages?

11  
12 a. Past Economic Loss

13  
14 \$ 2994.00 12-0

15  
16 b. Past Non-Economic ("General") Loss, including mental suffering

17  
18 \$ 10,000 12-0

19  
20 **PLEASE PROCEED TO CLAIM #9**

1 CLAIM #9: INTENTIONAL MISREPRESENTATION

2  
3 We answer the questions submitted to us as follows:

4  
5 1. Did James Norman make a false representation to Travis Cox?

6 Yes  No

7 11 - 1

8 If your answer to question 1 is yes, then answer question 2. If you answered no,  
9 stop here, answer no further questions for Claim #9, and move onto questions for claim  
10 #10.

11  
12 2. Did James Norman know that the representation was false, or did he make the  
13 representation recklessly and without regard for its truth?

14  
15 Yes  No

16 11 - 1

17 If your answer to question 2 is yes, then answer question 3. If you answered no,  
18 stop here, answer no further questions for Claim #9, and move onto questions for claim  
19 #10.

20  
21 3. Did James Norman intend that Travis Cox rely on the representation?

22  
23 Yes  No

24 11 - 1

25 If your answer to question 3 is yes, then answer question 4. If you answered no,  
26 stop here, answer no further questions for Claim #9, and move onto questions for claim  
27 #10.

1 4. Did Travis Cox reasonably rely on the representation?

2  
3 Yes  No  11-1

4  
5 If your answer to question 4 is yes, then answer question 5. If you answered no,  
6 stop here, answer no further questions for Claim #9, and move onto questions for claim  
7 #10.

8  
9 5. Was Travis Cox's reliance on James Norman's representation a substantial factor in  
10 causing harm to Travis Cox?

11  
12 Yes  No  11-1

13  
14 If your answer to question 5 is yes, then answer question 6. If you answered no, stop  
15 here, answer no further questions for Claim #9, and move onto questions for claim #10.

16  
17 6. What are Travis Cox's damages?

18  
19 a. Past economic loss

20  
21 Lost earnings \$ 6,000.00  
22 Other past economic loss \$ 3,167.10 12-0  
23 Total Past Economic Damages: \$ 9,167.10

24  
25 b. Past noneconomic loss, including physical pain/mental suffering: \$ 0

26  
27 TOTAL \$ 9,167.10 11-1

28

1 7. As to the intentional misrepresentation claim, do you find by clear and convincing  
2 evidence that James Norman acted with malice?

3  
4 Yes \_\_\_ No  12-0

6 8. As to the intentional misrepresentation claim, do you find by clear and convincing  
7 evidence that James Norman acted with oppression?

8  
9 Yes \_\_\_ No  12-0

11 9. As to the intentional misrepresentation claim, do you find by clear and convincing  
12 evidence that James Norman acted with fraud?

13  
14 Yes \_\_\_ No  12-0

16 [VICARIOUS LIABILITY:]

17 10. Was James Norman acting on behalf of San Diego Air Service when the false  
18 representations were made?

19  
20 Yes  No \_\_\_ 12-0

22 Please sign and date this Verdict Form in the space indicated below.

24 **PLEASE PROCEED TO CLAIM #10**

1 CLAIM #10: CONCEALMENT

2 We answer the questions submitted to us as follows:

3 1. Did James Norman intentionally fail to disclose an important fact that Travis Cox did  
4 not know and could not reasonably have discovered?

5  
6 Yes \_\_\_ No  120

7  
8 If you answer to question 1 is yes, then answer question 2. If you answered no,  
9 stop here, answer no further questions, and have the presiding juror sign and date this  
10 form.

11  
12 2. Did James Norman intend to deceive Travis Cox by concealing the fact?

13  
14 Yes \_\_\_ No \_\_\_

15  
16 If your answer to question 2 is yes, then answer question 3. If you answered no,  
17 stop here, answer no further questions, and have the presiding juror sign and date this  
18 form.

19  
20 3. Did Travis Cox rely on James Norman's deception and was such reliance reasonable  
21 under the circumstances?

22  
23 Yes \_\_\_ No \_\_\_

24  
25 If you answer to question 3 is yes, then answer question 4. If you answered no,  
26 stop here, answer no further questions, and have the presiding juror sign and date this  
27 form.

1 4. Was James Norman's concealment a substantial factor in causing harm to Travis  
2 Cox?

3  
4 Yes \_\_\_ No \_\_\_

5  
6 If your answer to question 4 is yes, then answer question 5. If you answered no,  
7 stop here, answer no further questions, and have the presiding juror sign and date this  
8 form.

9  
10 5. What are Travis Cox's damages?

11  
12 a. Past economic loss

13  
14 Lost earnings \$ \_\_\_\_\_

15  
16 Other past economic loss \$ \_\_\_\_\_

17  
18 Total Past Economic Damages: \$ \_\_\_\_\_

19  
20 b. Past noneconomic loss, including physical pain/mental suffering: \$ \_\_\_\_\_

21  
22 TOTAL \$ \_\_\_\_\_

23  
24 6. As to the concealment claim, do you find by clear and convincing evidence that James  
25 Norman acted with malice?

26  
27 Yes \_\_\_ No \_\_\_

28

1 7. As to the concealment claim, do you find by clear and convincing  
2 evidence that James Norman acted with oppression?

3  
4

Yes \_\_\_ No \_\_\_

5

6 8. As to the concealment claim, do you find by clear and convincing evidence that James  
7 Norman acted with fraud?

8  
9

Yes \_\_\_ No \_\_\_

10

11 [VICARIOUS LIABILITY:]

12 9. Was James Norman acting on behalf of San Diego Air Service when the concealment  
13 was made?

14  
15

Yes \_\_\_ No \_\_\_

16  
17  
18

19  
20

21

22 Dated: 5/15/2015



23

Foreperson

24  
25

26  
27

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