

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS
FAYETTEVILLE DIVISION**

LONDON LUXURY, LLC

PLAINTIFF/COUNTER-DEFENDANT

V.

CASE NO. 5:22-CV-5059

WALMART, INC.

DEFENDANT/COUNTER-PLAINTIFF

VERDICT FORMS

- Verdict 1. Garrett Small's Authority to Enter into Agreements
- Verdict 2. London Luxury's Breach of Contract Claim Against Walmart
- Verdict 3. Walmart's Breach of Contract Claim Against London Luxury
- Verdict 4. Walmart's Tortious Interference Claim Against London Luxury
- Verdict 5. Walmart's Acting in Concert Claim Against London Luxury
- Verdict 6. Walmart's Aiding and Abetting Claim Against London Luxury
- Verdict 7. Damages for Tortious Conduct

VERDICT 1

Garrett Small's Authority to Enter into Agreements

As Discussed in Jury Instruction No. 10.

1. Garrett Small's Authority to Enter into Agreements

INTERROGATORY 1-A: Do you find, by the greater weight of the evidence, that Garrett Small had either actual or apparent authority to sign the February 2021 Commitment Letter, or that Walmart ratified his signature (as discussed in Instruction No. 10)?

yes

(Yes or No)

4/9/2024

(Date)

[Redacted Signature]

(Signature of Foreperson)

If your answer is "Yes," proceed to Interrogatory 1-B.

If your answer is "No," skip directly to Verdict 4. Do not answer Interrogatory 1-B or Verdicts 2 or 3.

INTERROGATORY 1-B: Do you find, by the greater weight of the evidence, that Garrett Small had either actual or apparent authority to sign the April 2021 Commitment Letter, or that Walmart ratified his signature (as discussed in Instruction No. 10)?

yes

(Yes or No)

4/9/2024

(Date)

[Redacted Signature]

(Signature of Foreperson)

If your answer is "Yes," proceed to Verdict 2.

If your answer is "No," skip directly to Verdict 4. (Do not answer Verdicts 2 or 3).

VERDICT 2

London Luxury's Breach of Contract Claim Against Walmart

As Discussed in Jury Instructions 12.1 Through 12.4

2. London Luxury's Breach of Contract Claim Against Walmart

INTERROGATORY 2-A: On London Luxury's claim of breach of contract against Walmart (as discussed in Instructions 12.1 through 12.3), we find, by the greater weight of the evidence, in favor of:

London Luxury
(London Luxury or Walmart)

4/9/2024
(Date)


(Signature of Foreperson)

If you found in favor of London Luxury, answer Interrogatory 2-B below.

If you found in favor of Walmart, go to Verdict No. 3.

INTERROGATORY 2-B: If you found in favor of London Luxury in response to Interrogatory 2-A, state the amount of damages you find, by the greater weight of the evidence, were sustained by London Luxury (as discussed in Instruction No. 12.4):

\$ 101,218,680.00

4/9/2024
(Date)


(Signature of Foreperson)

Proceed to Verdict No. 3.

VERDICT 3

Walmart's Breach of Contract Claim Against London Luxury

As Discussed in Jury Instructions 13.1 Through 13.4

3. Walmart's Breach of Contract Claim Against London Luxury

INTERROGATORY 3-A: On Walmart's claim of breach of contract against London Luxury (as discussed in Instructions 13.1 through 13.3), we find, by the greater weight of the evidence, in favor of:

London Luxury
(Walmart or London Luxury)

4/9/2024
(Date)


(Signature of Foreperson)

If you found in favor of Walmart, answer Interrogatory 3-B below.

If you found in favor of London Luxury, proceed to Verdict 4.

INTERROGATORY 3-B: If you found in favor of Walmart in response to Interrogatory 3-A, state the amount of damages you find, by the greater weight of the evidence, were sustained by Walmart (as discussed in Instruction No. 13.4):

\$ _____

(Date)

(Signature of Foreperson)

Proceed to Verdict 4.

VERDICT 4

Walmart's Tortious Interference Claim Against London Luxury

As Discussed in Jury Instructions 14.1 and 14.2

4. Walmart's Tortious Interference Claim Against London Luxury

INTERROGATORY 4: Do you find, by the greater weight of the evidence, that London Luxury tortiously interfered with the employment relationship between Walmart and Garrett Small (as discussed in Instructions 14.1 and 14.2)?

Yes

(Yes or No)

4/9/2024

(Date)

[Redacted Signature]

(Signature of Foreperson)

Proceed to and answer Verdict 5.

VERDICT 5

Walmart's Acting in Concert Claim Against London Luxury

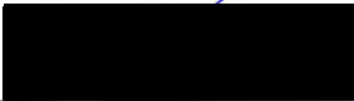
As Discussed in Jury Instructions 15.1 and 15.2

5. Walmart's Acting in Concert Claim Against London Luxury

INTERROGATORY 5: Do you find, by the greater weight of the evidence, that Garrett Small breached fiduciary duties to Walmart and that London Luxury acted in concert with Garrett Small regarding such breach (as discussed in Instructions 15.1 and 15.2)?

4/9/2024
(Date)

yes
(Yes or No)


(Signature of Foreperson)

Proceed to and answer Verdict 6.

VERDICT 6

Walmart's Aiding and Abetting Claim Against London Luxury

As Discussed in Jury Instruction 16

6. Walmart's Aiding and Abetting Claim Against London Luxury

INTERROGATORY 6: Do you find, by the greater weight of the evidence, that Garrett Small breached fiduciary duties to Walmart and that London Luxury aided and abetted such breach (as discussed in Instruction 16)?

4/9/2024
(Date)

Yes
(Yes or No)


(Signature of Foreperson)

If your answer is "Yes" for Interrogatory 4, 5, or 6, proceed to Verdict 7.

If your answer was "No" for Interrogatories 4, 5, and 6, your deliberations are complete. Notify the Court Security Officer that you have reached your verdicts.

VERDICT 7

Damages for Tortious Conduct

7. Damages for Tortious Conduct

INTERROGATORY 7: If you answered "Yes" to Interrogatory 4, 5, or 6, you must now consider an award of damages. Walmart is only entitled to one award of damages for each category noted below. For example, you must not add together damages corresponding to your findings on Interrogatories 4, 5, and 6.

For each category described below, state the amount you find, by the greater weight of the evidence, reasonably and fairly compensates Walmart for London Luxury's tortious conduct that you found in response to Interrogatory 4, 5, and/or 6:

A. The amount of money that Walmart spent on London Luxury's gloves:

\$ 0

B. The damage to Walmart's employment relationship with Garrett Small:

\$ 350,000.00

4/7/2024
(Date)


(Signature of Foreperson)

Your deliberations are complete. Please notify the Court Security Officer.