

Breach of Contract      V    \$311,000

For the plaintiff:  
Tina M. Locklear  
For the defendant:  
John Ott

Orange Superior  
Hon. Kazuharu Makino

**RESULT DATE:** Jan. 18, 2011

Paulo and Cintia Veronese v. Kaveh Razaghi, et al. (30-2009-00314199) 11-JV\_1564

**FURTHER DESCRIPTION:** Fraud and Misrepresentation

**VERDICT:** \$311,000

**ATTORNEY:** Plaintiff - Tina M. Locklear (Law Offices of Tina M. Locklear, Irvine). Defendant - John Ott (The Law Office of John Ott, Santa Ana).

**FACTS:** In the summer of 2005, plaintiffs Paulo and Cintia Veronese asserted that they loaned defendants \$311,000 for the purchase of a real property investment in Florida and that defendants orally agreed to repay within one year.

Defendant Kaveh Razaghi asserted that there was no loan but rather a mutual investment in the property and that plaintiffs and defendants were liable on the loan on the property. Defendant Denise Jusko asserted that she was not a party to any agreement, whether it was a loan or an investment.

In the spring of 2007, the property was involved in a trade for real properties in Palm Springs, California. Plaintiffs asserted that the transfer was wrongful. Defendant Kaveh Razaghi asserted that the transfer was made with full knowledge and consent of plaintiffs.

Plaintiffs asserted claims for breach of contract, fraud, promissory fraud, negligent misrepresentation, unjust enrichment and common counts against Kaveh Razaghi and Denise Jusko. At trial, defendants denied there was any loan but rather a joint investment and that the breach of contract claim was barred by the two year statute of limitations for oral agreements.

**RESULT:** The Court found in favor of plaintiffs and against Kaveh Razaghi on the breach of contract claim and entered judgment in the amount of \$311,000.

The Court found no evidence of intentional misrepresentation, promissory fraud, negligent misrepresentation, unjust enrichment or common counts and entered a judgment in favor of defendant Kaveh Razaghi on those claims.

The Court ruled that Denise Jusko was not a party to any contracts, and was not liable on any causes of action and entered judgment on all causes of action in favor of defendant Denise Jusko and against plaintiffs.