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Clerk of the Court
Superior Court of CA
County of Santa Clara
20CV369050
By: raragon

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR COUNTY OF SANTA CLARA**

Chaoliang Gu (AKA “Colin Gu”), an individual

Plaintiff,

vs.

ANYRIDE, INC., a corporation, PETER MORAN (aka Pierre Moran”), an individual, and DOES 1 to 50, inclusive

Defendants.

ANYRIDE, INC., a corporation, PETER MORAN (aka Pierre Moran”), an individual

Cross-Complainants

vs.

Chaoliang Gu (AKA “Colin Gu”), an individual, and ROES 1 to 50, inclusive

Cross-Defendants

Case No.: 20CV369050

JUDGEMENT ON JURY VERDICT

1 This action came on regularly for trial beginning on April 18, 2023, in Department 22 of the
2 Superior Court, the Hon. Carrie Zepeda, Judge presiding; the Plaintiff and Cross-Defendant, Colin
3 Gu, appearing by attorney Robert M. Vantress and the Defendants and Cross-complainants Peter
4 Moran, a.k.a. Pierre Moran, and AnyRide, Inc. appearing by attorneys Robin Ratner and Matthew
5 Davis.

6 A jury of persons was regularly impaneled and sworn. Witnesses were sworn and testified.
7 After hearing the evidence and arguments of counsel, the Court and/or the parties dismissed some of
8 the claims in the Complaint and Cross-complaint, the jury was duly instructed by the court and the
9 cause was submitted to the jury with directions to return a verdict on special issues in a series of
10 special verdicts as to the following causes of action in the Complaint, the Second, Third, Sixth,
11 Seventh and Eighth Causes of Action. The trial was bifurcated into two phases. The first phase tried
12 all remaining issues in the Complaint other than punitive damages, including damages and restitution
13 sought by Plaintiff, there was no evidence submitted on the First Amended Cross-complaint, and the
14 second phase was then tried the issue of punitive damages.

15 The jury deliberated and thereafter returned into court twice with its special verdicts which
16 verdict was in words and figures as follows, to wit:

17 **IN PHASE 1**, the jury returned with their special verdict as follows:

18 **Special – 2nd Cause of Action Securities – Untrue/Misleading Statements**

- 19 1. Did Defendants Pierre Moran and AnyRide, Inc. offer or sell a security in AnyRide, Inc.? Yes.
- 20 2. Did Mr. Moran and AnyRide, Inc. make any written or oral communication which included an
21 untrue statement of a material fact or omit to state a material fact necessary in order to make the
22 statements made, in the light of the circumstances under which they were made, not misleading? Yes.

23 **VF-1900. Intentional Misrepresentation (3rd Cause of Action)**

- 24 1. Did Defendants Pierre Moran and AnyRide, Inc. make a false representation of facts to Colin Gu?
25 Yes.
- 26 2. Did Mr. Moran and AnyRide, Inc. know that the representation was false, or did they make the
27 representation recklessly and without regard for its truth? Yes.
- 28 3. Did Mr. Moran and AnyRide, Inc. intend that Mr. Gu rely on the representation? Yes.
4. Did Mr. Gu reasonably rely on the representation? Yes.
5. Was Mr. Gu's reliance on Mr. Moran and AnyRide, Inc.'s representation a substantial factor in
causing harm to Mr. Gu? Yes.

1 **VF-1901. Concealment (3rd Cause of Action)**

2 1. Did Defendants Pierre Moran and AnyRide, Inc. disclose some facts to Colin Gu but intentionally
3 fail to disclose other facts, making the disclosure deceptive; or did Mr. Moran and AnyRide, Inc.
4 intentionally fail to disclose certain facts that were known only to them and that Mr. Gu could not
5 have discovered or that Mr. Moran and AnyRide, Inc. prevented Mr. Gu from discovering certain
6 facts? Yes.

7 2. Did Mr. Moran and AnyRide, Inc. intend to deceive Mr. Gu by concealing the fact? Yes.

8 3. Had the omitted information been disclosed, would Mr. Gu reasonably have behaved differently?
9 Yes.

10 4. Was Mr. Moran and AnyRide, Inc.'s concealment a substantial factor in causing harm to Mr. Gu?
11 Yes.

12 **Special – 6th Cause of Action Unfair Competition For Fraud**

13 1. Did Defendants Pierre Moran and AnyRide, Inc commit an act of “unfair competition,” defined as
14 any “unlawful, unfair or fraudulent business practice,” or anything that can properly be called a
15 business practice and that at the same time is forbidden by law? Yes.

16 2. Did Colin Gu suffer injury in fact and lose money or property as a result of the unfair competition?
17 Yes.

18 **VF-1902. False Promise (7th Cause of Action)**

19 1. Did Defendants Pierre Moran and AnyRide, Inc. make a false promise to Colin Gu? Yes.

20 2. Did Mr. Moran and AnyRide, Inc. intend to perform this promise when they made it? No.

21 3. Did Mr. Moran and AnyRide, Inc. intend that Mr. Gu rely on this promise? Yes.

22 4. Did Mr. Gu reasonably rely on this promise? Yes.

23 5. Did Mr. Moran and AnyRide, Inc. perform the promised act? No.

24 6. Was Mr. Gu's reliance on Mr. Moran and AnyRide, Inc.'s promise a substantial factor in causing
25 harm to Mr. Gu? Yes.

26 **Special – 8th Cause of Action §§ 1689(b)(2)(4) and 1692 Rescission & Restitution**

27 1. Did the consideration in the form of money and/or services provided by Colin Gu in anticipation of
28 a contract with Defendants Pierre Moran and AnyRide, Inc. fail, in whole or in part, through the fault
of Mr. Moran and AnyRide, Inc.? Yes.

1 2. Did the consideration in the form of money and/or services provided by Mr. Gu in anticipation of a
2 contract with Mr. Moran and AnyRide, Inc., before it was rendered to him, fail, in whole or in part, in
3 a material respect from any cause? Yes.

4 **VF-3920. Monetary Sums Awarded on Multiple Legal Theories**

5 What is the amount of the monetary sums that you find Defendants Pierre Moran and AnyRide, Inc.
6 are liable to Colin Gu for his loss of earnings for his labor or services because of any wrongful act of
7 his Causes of Action? \$185,623.

8 What is the amount of the monetary sums that you find Mr. Moran and AnyRide, Inc. are liable to
9 Mr. Gu for his out of pocket expenses he incurred or expended for AnyRide, Inc. or Mr. Moran for
10 expenses because of any wrongful act of any of his Causes of Action? \$232,316.

11 Total Past Economic Damages: \$ 417,939.

12 **IN PHASE 2**, the jury returned with their special verdict as follows:

13 1. By clear and convincing evidence, did Defendant Pierre Moran engage in the conduct with
14 intentional fraud? Yes.

15 2. Was Mr. Moran an officer, director, or managing agent of AnyRide, Inc. acting on behalf of
16 AnyRide, Inc.? Yes.

17 3. What amount of punitive damages, if any, do you award Colin Gu? \$ 1,200,000.00.

18 It appearing by reason of said verdict that Plaintiff is entitled to judgment against Defendant
19 Peter Moran (aka Pierre Moran) and Defendant AnyRide, Inc., and each of them, jointly and
20 severally, NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that Plaintiff shall
21 have and recover from each of said Defendants, Peter Moran (aka Pierre Moran) and AnyRide, Inc.,
22 jointly and severally, monies, damages and/or restitution in the sum of \$1,735,032.00, including
23 punitive damages of \$1,200,000.00 and prejudgment interest of \$117,093, with interest thereon at the
24 rate of ten percent (10%) per annum from the date of entry of this judgment until paid, together with
25 costs, disbursements and attorney fees in the amount of \$ TBD, and thereafter as provided by
26 law or by C.C.P. § 1033.5(a)(10), to the extent that costs or attorney's fees are otherwise authorized
27 by law and awarded by a court.

28 NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that Defendants and
Cross-complainants Peter Moran (aka Pierre Moran) and AnyRide, Inc. shall take nothing by their
First Amended Cross-complaint, and that Cross-Defendant Colin Gu shall have and recover costs,
disbursements and attorney fees against Cross-complainants, jointly and severally, which are

1 included in the amount of costs, disbursements above or in the amount of \$ TBD, and
2 thereafter as provided by law or by C.C.P. § 1033.5(a)(10), to the extent that costs or attorney's fees
3 are otherwise authorized by law and awarded by a court.

4 Dated: 7/26/2023



A handwritten signature in cursive script, appearing to read "Carrie Zepeda".

Judge of the Superior Court
Hon. Carrie Zepeda

6 Submitted by:

7
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