

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
STATESVILLE DIVISION
CIVIL DOCKET NO. 5:09CV119-V

FILED
IN COURT
STATESVILLE, N. C.

JUL 28 2011

ABT, INC.,)
Plaintiff,)
)
v.)
)
PETER JUSZCZYK and)
SPORTSFIELD SPECIALTIES, INC.,)
Defendants.)
_____)

VERDICT FORM U. S. DISTRICT COURT
W. DIST. OF N. C.

Peter Juszczuk

Juszczuk Issue 1: ABT'S BREACH OF CONTRACT CLAIM AGAINST PETER JUSZCZYK

1a. Do you find by a preponderance of the evidence that ABT, Inc. and Peter Juszczuk entered into a Noncompetition Agreement?

Yes No

If you answered "Yes," proceed to Question 1b.
If you answered "No," proceed to Question 1c.

1b. Do you find by a preponderance of the evidence that Peter Juszczuk breached the Noncompetition Agreement?

Yes No

1c. Do you find by a preponderance of the evidence that ABT, Inc. and Peter Juszczuk entered into the Agreement for Confidentiality and Inventions ("Confidentiality Agreement")?

Yes No

If you answered "Yes," proceed to Question 1d.
If you answered "No," proceed to Question 1e.

1d. Do you find by a preponderance of the evidence that Peter Juszczuk breached the Confidentiality Agreement?

Yes No

1e. Do you find by a preponderance of the evidence that ABT, Inc. and Peter Juszczuk entered into an Electronic Rights Agreement?

Yes No

If you answered "Yes," proceed to Question 1f.

If you answered "No," but answered "Yes" to any of the previous questions pertaining to this issue, proceed to Question 1g.

1f. Do you find by a preponderance of the evidence that Peter Juszczuk breached the Electronic Rights Agreement?

Yes No

If you answered "Yes" to Questions 1b, 1d, or 1f, proceed to Question 1g.

If you answered "No" to Questions 1b, 1d, and 1f, proceed to Issue 2.

1g. What amount of damages, if any, has ABT, Inc. sustained as a result of Peter Juszczuk's breach of contract?

\$ 46,588.50

Juszczyk Issue 2 — ABT'S CLAIM OF COMPUTER TRESPASS AGAINST PETER JUSZCZYK

2a. Do you find by a preponderance of the evidence that Peter Juszczyk used a computer or computer network belonging to ABT without ABT, Inc.'s authority?

Yes No

Proceed to Question 2b.

2b. Do you find by a preponderance of the evidence that Peter Juszczyk used a computer or computer network with the intent to do at least one of the following?:

- (a) alter or erase computer data, computer programs or computer software; or
- (b) make or cause to be made an unauthorized copy.

Yes No

If you answered "Yes" to either 2a or 2b, proceed to Question 2c.

If you answered "No" to both 2a and 2b, proceed to Issue 3.

2c. What amount of damages has ABT sustained as a result of Peter Juszczyk's computer trespass?

\$ 46,588.50

Juszczyk Issue 3 — ABT'S CLAIM OF TRADE SECRET MISAPPROPRIATION AGAINST PETER JUSZCZYK

3. You will now be asked to consider various items which ABT claims are Trade Secret and misappropriated by Peter Juszczyk. For each item, indicate whether find the information to be a trade secret if so, whether you find that Peter Juszczyk committed any misappropriation of trade secrets. Finally, if you answered "yes" to each of those questions for the item in question, indicate what amount, if any, ABT has been damaged by the misappropriation by Peter Juszczyk:

(a) Individual SportsEdge quotations;

Yes No

(b) Compilation of quotations;

Yes No

(c) Margin Data;

Yes No

(d) Compiled contact lists of key accounts;

Yes No

(e) Confidential price lists;

Yes No

(f) ABT, Inc./SportsEdge sales histories;

Yes No

(g) ABT, Inc./SportsEdge sales goals;

Yes No

(h) Special Hellas price lists;

Yes No

(i) Products in development;

Yes No

(j) Product specifications and drawings;

Yes No

(l) Purchase orders;

Yes No

(m) Product testing results;

Yes No

(n) Action plans for regional sales

Yes No

If you answered "Yes" to any of the above questions (a) thru (n), proceed to 3a.

3a. Total damages sustained by ABT (if any): \$ 46,588.50

Juszczyk Issue 4 — ABT'S UNFAIR AND DECEPTIVE TRADE PRACTICES CLAIM AGAINST PETER JUSZCZYK AND SPORTSFIELD

4. You will now be asked to consider various actions which ABT claims are Unfair and Deceptive Trade Practices committed by Peter Juszczyk. For each item, indicate whether you find that Peter Juszczyk committed the action alleged.

(a) Misappropriated ABT, Inc.'s trade secret information by acquiring, using or disclosing such information;

Yes No

(b) Downloaded, retained, transferred and disclosed ABT, Inc.'s confidential, proprietary or trade secret information to Sportsfield Specialties, Inc.

Yes No

(c) Copied or used ABT, Inc.'s confidential information or trade secrets to advance his own business interests

Yes No

(d) Used a computer or computer network without ABT, Inc.'s authority, with the intent to alter or erase computer data, computer programs, or computer software

Yes No

(e) Used a computer or computer network without ABT, Inc.'s authority, with the intent to make an unauthorized copy

Yes No

(f) Despite knowledge of his contractual obligations to ABT, Inc. to refrain from soliciting his former ABT, Inc. customers or using ABT confidential information or trade secrets, Peter Juszczyk solicited such customers and used such information to unfairly compete against ABT, Inc.

Yes No

If you answered "Yes" to any of the above questions (a) thru (f), proceed to 4a.

4a. Total damages sustained by ABT (if any): \$ 46,588,50

Juszczyk Issue 5: TOTAL DAMAGES FIGURES

5. If your verdict includes any affirmative damages as to Juszczyk Issues 1g, 2c, 3a, and 4a, you will now be asked to review and calculate your total damages figures with respect to Defendant Juszczyk.

5a. In light of your verdict, as to the damages ABT sustained [Juszczyk Issues 1g, 2c, 3a, and 4a], if any, for what amount in total damages is Mr. Juszczyk liable to ABT? (In answering this question, please eliminate any duplication or overlap which exists in your answers to Juszczyk Issues 1g, 2c, 3a, and 4a. For example, eliminate double counting, if any, of lost profits.)

\$ 186,354.⁰⁰

You may end your deliberations as to Peter Juszczyk now.

So say we all, this the 28 day of July, 2011.

FOI