



**ABC Corporation Breach of Contract Claims**

**Re: Lease of Guaranty Release**

1. Did ABC prove by a preponderance of the evidence that Saints breached Section 6.10 of the Purchase Agreement?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer to question 1 is “yes,” go to question 2. If the answer to question 1 is “no,” do not answer question 2 and 3. Go to question 4.

2. Did ABC prove by a preponderance of the evidence that it had any damages caused by the breach?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer to question 2 is “yes,” go to question 3. If the answer to question 2 is “no,” do not answer question 3. Go to question 4.

3. What is the amount of damages?

\_\_\_\_\_  
(Amount in words)

\_\_\_\_\_  
(Amount in numbers)

If you have completed question 3, go to question 4.

**Re: Severance Payment**

4. Did ABC prove by a preponderance of the evidence that Saints breached section 6.14 of the Purchase Agreement?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer to question 4 is “yes,” go to question 5. If the answer to question 4 is “no,” do not answer question 5 and 6. Got to question 7.

5. Did Safeguard prove by a preponderance of the evidence that it had any damages caused by the breach?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer to question 5 is “yes,” go to question 6. If the answer to question 5 is “no,” do not answer question 6. Got to question 7.

6. What is the amount of damages?

\_\_\_\_\_  
(Amount of words)

\_\_\_\_\_  
(Amount in numbers)

If you have completed question 6, go to question 7.

### **XYZ Breach of Contract Claims**

**Re: The Fill Finish Facility (Reasonable Fitness)**

7. Did XYZ prove by a preponderance of the evidence that ABC breached section 4.5 of the Purchase Agreement?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer to question 7 is “yes,” go to question 8. If the answer to question 7 is “no,” do not answer questions 8,9, and 10. Go to question 11.

8. Did Saints prove by a preponderance of the evidence that it had any damages caused by the breach?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer to question 8 is “yes,” go to question 9. If the answer to question 8 is “no,” do no answer question 9 and 10. Go to question 11.

9. What is the amount of damages?

\_\_\_\_\_  
(Amount in words)

\_\_\_\_\_  
(Amount in numbers)

If you have completed question 9, go to question 10.

10. Did XYZ prove by a preponderance of the evidence that any breach of section 4.5 of the Purchase Agreement was a willful breach?

Yes \_\_\_\_\_

No \_\_\_\_\_

If you have completed question 10, got to question 11.

**Re: The Fill Finish Facility (Compliance)**

11. Did XYZ prove by a preponderance of the evidence that ABC breached section 4.6 of the Purchase Agreement?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer to question 11 is “yes,” go to question 12. If the answer to question 11 is “no,” do no answer questions 12,13,14 and 15. Go to question 16.

12. Did XYZ prove by a preponderance of the evidence that it had any damages cause by the breach?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer to question 12 is “yes,” go to question 13. If the answer to question 12 is “no,” do not answer questions 13,14 and 15. Go to question 16.

13. What is the amount of damages?

\_\_\_\_\_

(Amount in words)

\_\_\_\_\_

(Amount in numbers)

If you have completed question 13, and also completed question 9, got to question 14. If you have completed question 13, but did not complete question 9, go to question 15.

14. What is the amount of damages cause by the breach of both sections 4.5 and 4.6?

\_\_\_\_\_

(Amount in words)

\_\_\_\_\_

(Amount in numbers)

If you have completed question 14, go to question 15.

15. Did XYZ prove by a preponderance of the evidence that any breach of section 4.6 of the Purchase Agreement was a willful breach?

Yes \_\_\_\_\_

No \_\_\_\_\_

If you have completed question 15, go to question 16.

**Re: Excess and Obsolete Inventory**

16. Did XYZ prove by a preponderance of the evidence that ABC breached sections 4.7 and 4.10 of the Purchase Agreement?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer to question 16 is “yes,” go to question 17. If the answer to question 16 is “no,” do not answer questions 17 and 18. Got to question 19.

17. Did XYZ prove by a preponderance of the evidence that it had any damages caused by the breach?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer to question 17 is “yes,” go to question 18. If the answer to question 17 is “no,” do not answer question 18. Go to question 19.

18. What is the amount of damages?

\_\_\_\_\_  
(Amount in words)

\_\_\_\_\_  
(Amount in numbers)

If you have completed question 18, go to question 19.

**Re: Bad Debt Reserve**

19. Did XYZ prove by a preponderance of the evidence that ABC breached sections 4.7. and 4/9 of the agreement?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer to question 19 is “yes,” go to question 20. If the answer to question 19 is “no,” do not answer questions 20 and 21. Go to question 22.

20. Did XYZ prove by a preponderance of the evidence that it had any damages caused by the breach?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer to question 20 is “yes,” go to question 21. If the answer to question 20 is “no,” do not answer question 21. Got to question 22.

21. What is the amount of damages?

\_\_\_\_\_  
(Amount in words)

\_\_\_\_\_  
(Amount in numbers)

If you have completed question 21, go to question 22.

**Re: Full Disclosure Representation**

22. Did XYZ prove by a preponderance of the evidence that ABC breached section 3.9 of the Purchase Agreement?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer to question 22 is “yes,” question 23. If the answer to question 22 is “no,” do not answer questions 23 and 24. Go to question 25.

23. Did XYZ prove by a preponderance of the evidence that it had any damages caused by the breach?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer to question 23 is “yes,” go to question 24. If the answer to question 23 is “no,” do not answer question 24. Go to question 25.

24. What is the amount of damages?

\_\_\_\_\_  
(Amount in words)

\_\_\_\_\_  
(Amount in numbers)

If you have completed question 24, go to question 25.

**Re: Completeness/Correctness of Books and Records**

25. Did XYZ prove by a preponderance of the evidence that ABC breached section 4.14 of the Purchase Agreement?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer to question 25 is “yes,” go to question 26. If the answer to question 25 is “no,” do not answer question 26 and 27. You should tell the Court Security Officer you have a verdict.

26. Did XYZ prove by a preponderance of the evidence that it had any damages caused by the breach?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer to question 26 is “yes,” go to question 27. If the answer to question 26 is “no,” do not answer question 27. You should tell the Court Security Officer you have a verdict.

27. What is the amount of damages?

\_\_\_\_\_  
(Amount in words)

\_\_\_\_\_  
(Amount in numbers)

If you have completed question 27, you should tell the Court Security Officer you have a verdict.

Dated:

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Juror 1

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Juror 2

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Juror 3

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Juror 4

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Juror 5

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Juror 6

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Juror 7

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Juror 8

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Date

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U.S.D.J.