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ORIGINAL **FILED**
OCT 29 2008
RICHARD W. WIEKING
CLERK U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

PAI CORPORATION,
Plaintiff,

No. C-06-05349 JCS

v.

INTEGRATED SCIENCE SOLUTIONS,
INC., ET AL.,
Defendants.

INTEGRATED SCIENCE SOLUTIONS,
INC., ET AL.,
Counterclaimants

v.

PAI CORPORATION,
Counterdefendant.

SPECIAL VERDICT FORM

DATED: October 28, 2008


JOSEPH C. SPERO
United States Magistrate Judge

JURY VERDICT

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We, the jury, unanimously find as follows:

I. PAI's CLAIMS AGAINST DEFENDANTS

A. Claims Against Defendant Cecelia McCloy Only

1. Did PAI Corporation prove by a preponderance of the evidence that Defendant McCloy breached a fiduciary duty to PAI Corporation?

Yes No

Proceed to question 2.

2. Did PAI Corporation prove by a preponderance of the evidence that McCloy breached her Employment Agreement?

Yes No

Proceed to question 3.

3. Did PAI Corporation prove by a preponderance of the evidence that McCloy breached her Confidentiality Agreements?

Yes No

Proceed to question 4.

4. Did PAI Corporation prove by a preponderance of the evidence that McCloy breached her Trade Secret Agreement?

Yes No

Proceed to question 5.

1 **B. Claims Against Defendant ISSi Corporation Only**

2 5. Did PAI Corporation prove by a preponderance of the evidence that Defendant ISSi
3 breached the Subcontract Agreement?

4 Yes No

5 Proceed to question 6.

6

7 **C. Claims Against Both McCloy and ISSi**

8 6. Did PAI Corporation prove by a preponderance of the evidence that Defendants McCloy and
9 ISSi misappropriated PAI's trade secrets?

10 Yes No

11 Proceed to question 7.

12

13 7. Did PAI Corporation prove by a preponderance of the evidence that Defendants McCloy and
14 ISSi are liable to PAI for fraud?

15 Yes No

16 Proceed to question 8.

17

18 8. Did PAI Corporation prove by a preponderance of the evidence that Defendants McCloy and
19 ISSi intentionally interfered with PAI's prospective economic advantage?

20 Yes No

21 Proceed to question 9.

22

23 9. Did PAI Corporation prove by a preponderance of the evidence that Defendants McCloy and
24 ISSi negligently interfered with PAI's prospective economic advantage?

25 Yes No

26 Proceed to question 10.

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1 10. Did PAI Corporation prove by a preponderance of the evidence that Defendants McCloy and
2 ISSi engaged in unfair competition?

3 Yes No

4 Proceed to question 11.

5
6 **II. ISSi's COUNTERCLAIM FOR BREACH OF CONTRACT AGAINST PAI**
7 **CORPORATION**

8 11. Did ISSi prove by a preponderance of the evidence that PAI Corporation breached the
9 Subcontract Agreement?

10 Yes No

11 Proceed to question 12.

12
13 **III. DAMAGES**

14 12. If you answered "yes" to question 1, 2, 3, 4, 5, 6, 7, 8, or 9, what is the total amount of
15 damages, if any, that should be awarded to PAI Corporation?

16 \$ 2,130,845.

17 Proceed to question 13.

18
19 13. If you answered "yes" to question 1, 6, 7, 8, or 9, what punitive damages, if any, do you
20 award against the following defendants:

21 McCloy: 0

22 ISSi: 0

23 Proceed to question 14.

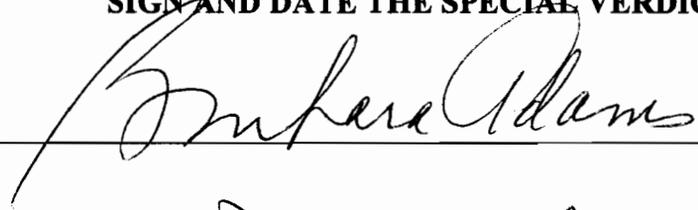
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14. If you answered "yes" to question 11, what are ISSi's damages, if any, for PAI Corporation's breach of the Subcontract Agreement?

\$ 0

SIGN AND DATE THE SPECIAL VERDICT FORM

Signed: 

Foreperson of the Jury: BARBARA ADAMS

Dated: 10/29/08

After this Verdict Form has been signed and dated, please submit a Jury Note to the Court Security Officer notifying the Court that the Jury has reached a verdict. Please return the Verdict Form to the Courtroom Deputy.