



1 **Part 1: Vectren's Breach of Contract Claims against Alameda related to operation of the**  
2 **Telecom System:**

3 **A – Rates**

4 A-1: Did Vectren prove, by a preponderance of the evidence, all of the elements necessary to  
5 establish that Alameda breached the 2004 Installment Sale Agreement with respect to  
6 the rates it charged to customers?

7 Yes \_\_\_\_\_ No \_\_\_\_\_.

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9 If you answered “Yes” to Question A-1, please answer the next question.  
Otherwise, please go to Question B-1.

10 A-2: Did Vectren know, or by the exercise of reasonable care should Vectren have known,  
11 before August 29, 2006, of all of the elements of this claim for breach?

12 Yes \_\_\_\_\_ No \_\_\_\_\_.

13 If you answered “No” to Question A-2, please answer the next question.  
14 Otherwise, please go to Question B-1.

15 A-3: Was Vectren harmed as a result of this breach?

16 Yes \_\_\_\_\_ No \_\_\_\_\_.

17 Please answer the next question.

18 **B - Staffing**

19 B-1: Did Vectren prove, by a preponderance of the evidence, all of the elements necessary to  
20 establish that Alameda breached the 2004 Installment Sale Agreement with respect to  
21 the staffing of its operation of the Telecom System?

22 Yes \_\_\_\_\_ No \_\_\_\_\_.

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24 If you answered “Yes” to Question B-1, please answer the next question.  
Otherwise, please go to Question C-1.

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B-2: Did Vectren know, or by the exercise of reasonable care should Vectren have known, before August 29, 2006, of all of the elements of this claim for breach?

Yes \_\_\_\_\_ No \_\_\_\_\_.

If you answered “No” to Question B-2, please answer the next question. Otherwise, please go to Question C-1.

B-3: Was Vectren harmed as a result of this breach?

Yes \_\_\_\_\_ No \_\_\_\_\_.

Please answer the next question.

**C - Voice/Telephone**

C-1: Did Vectren prove, by a preponderance of the evidence, all of the elements necessary to establish that Alameda breached the 2004 Installment Sale Agreement with respect to the addition of, or failure to add, voice or telephone service to the Telecom System ?

Yes \_\_\_\_\_ No \_\_\_\_\_.

If you answered “Yes” to Question C-1, please answer the next question. Otherwise, please go to Question D-1.

C-2: Did Vectren know, or by the exercise of reasonable care should Vectren have known, before August 29, 2006, of all of the elements of this claim for breach?

Yes \_\_\_\_\_ No \_\_\_\_\_.

If you answered “No” to Question C-2, please answer the next question. Otherwise, please go to Question D-1.

C-3: Was Vectren harmed as a result of this breach?

Yes \_\_\_\_\_ No \_\_\_\_\_.

**D - Damages**

D-1: If you answered “Yes” to any of the questions A-3, B-3 and/or C-3, please state the amount of damages caused to Vectren by the breach or breaches you found:

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1 **Part 2: Vectren's Breach of Contract Claims against Alameda related to allegedly**  
2 **improper accounting:**

3 A: Did Vectren prove, by a preponderance of the evidence, all of the elements necessary to  
4 establish that Alameda breached the 2004 Installment Sale Agreement by improperly  
5 accounting for the Net Series 2002A Revenues?

6 Yes \_\_\_\_\_ No \_\_\_\_\_.

7 If you answered "Yes" to Question A, please answer the next question.  
8 Otherwise, please go to Part 3.

9 B: Did Vectren know, or by the exercise of reasonable care should Vectren have known,  
10 before August 29, 2006, of all of the elements of this claim for breach?

11 Yes \_\_\_\_\_ No \_\_\_\_\_.

12 If you answered "No" to Question B, please answer the next question.  
13 Otherwise, please go to Part 3.

14 C: Was Vectren harmed as a result of this breach?

15 Yes \_\_\_\_\_ No \_\_\_\_\_.

16 D: If you answered "Yes" to question C, please state the amount of damages caused to  
17 Vectren by this breach:

18 \$ \_\_\_\_\_

1 **Part 3: Vectren's Breach of Contract Claims against Alameda related to allegedly**  
2 **improper sale of the Telecom System:**

3 A: Did Vectren prove, by a preponderance of the evidence, all of the elements necessary to  
4 establish that Alameda breached the 2004 Installment Sale Agreement by improperly  
5 selling the Telecom System?

6 Yes \_\_\_\_\_ No \_\_\_\_\_.

7 If you answered "Yes" to Question A, please answer the next question.  
8 Otherwise, please go to Part 4.

9 B: Did Vectren know, or by the exercise of reasonable care should Vectren have known,  
10 before August 29, 2006, of all of the elements of this claim for breach?

11 Yes \_\_\_\_\_ No \_\_\_\_\_.

12 If you answered "No" to Question B, please answer the next question.  
13 Otherwise, please go to Part 4.

14 C: Was Vectren harmed as a result of this breach?

15 Yes \_\_\_\_\_ No \_\_\_\_\_.

16 D: If you answered "Yes" to question C, please state the amount of damages caused to  
17 Vectren by this breach:

18 \$\_\_\_\_\_

19 [Note: Please state all damages you find based on this breach. If you have also found damages related  
20 to earlier breaches, do not be concerned about duplication of damages; the Court will assess the final  
21 damage figures after the verdict is returned.]

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**Part 4: Alameda's affirmative defense of waiver:**

Did Alameda prove, by clear and convincing evidence, all of the elements necessary to establish that Vectren gave up or waived its right to have Alameda perform the following obligations under the 2004 Installment Sale Agreement?

- Waiver of obligations re: rate covenant?                      Yes \_\_\_\_\_                      No \_\_\_\_\_
- Waiver of obligations re: staffing provisions?                      Yes \_\_\_\_\_                      No \_\_\_\_\_
- Waiver of obligations re: voice/telephone?                      Yes \_\_\_\_\_                      No \_\_\_\_\_
- Waiver of obligations re:  
sale of Telecom System?                      Yes \_\_\_\_\_                      No \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

FOREPERSON