



**VERDICT FORM**  
**CLAIMS OF PLAINTIFF**  
**INTERMEDICS INC.**

**I. Plaintiff Intermedics, Inc.'s Claims Under Section One of the Sherman Act**

1. Did two or more Defendants enter into a conspiracy as defined under Section One of the Sherman Act?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 1, go to Question 6.  
If you answered YES to Question 1, go to Question 2.

2. Identify the Defendants who were members of the conspiracy that you identified in Question 1.

Place an "x" after the name of each member of the conspiracy:

Michael Bailey _____	Bradley R. Janss _____	John F. Ruh _____
Timothy Berry _____	Medtronic, Inc. _____	Maritza Ruh _____
Werner Born _____	Bill Overcast _____	Michael L. Tittle _____

3. Did the conspiracy identified in Question 2 above constitute an unreasonable restraint on trade in the United States bradycardia market?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 3, go to Question 6.  
If you answered YES to Question 3, go to Question 4.

4. Did the conspiracy between Defendants identified in Question 2 proximately cause actual injury to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 4, go to Question 6.  
If you answered YES to Question 4, go to Question 5.

5. We find that plaintiff Intermedics suffered damages for the injuries proximately caused by the conspiracy between the Defendants identified in Question 2 as follows:

\$ \_\_\_\_\_.

6. Did Medtronic and nonparty St. Jude enter into a contract or conspiracy as defined under Section One of the Sherman Act?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 6, go to Question 10.  
If you answered YES to Question 6, go to Question 7.

7. Did the contract or conspiracy identified in Question 6 constitute an unreasonable restraint on trade in the United States bradycardia market?

If you answered NO to Question 7, go to Question 10.  
If you answered YES to Question 7, go to Question 8.

8. Did the contract or conspiracy identified in Questions 6 proximately cause actual injury to Intermedics?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 8, go to Question 10.  
If you answered YES to Question 8, go to Question 9.

9. We find that plaintiff Intermedics suffered damages for the injuries proximately caused by the contract or conspiracy between Medtronic and nonparty St. Jude as follows:

\$ \_\_\_\_\_.

**II. Plaintiff Intermedics, Inc.'s Attempt to Monopolize Claim Under Section Two of the Sherman Act**

10. Did Medtronic have specific intent to attempt to monopolize the United States bradycardia market?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 10, go to Question 15.  
If you answered YES to Question 10, go to Question 11.

11. Did Medtronic engage in substantial predatory conduct in an attempt to monopolize the United States bradycardia market?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 11, go to Question 15.

If you answered YES to Question 11, in which substantial predatory conduct did Medtronic engage?

- a. predatory hiring of Intermedics sales representatives \_\_\_\_\_
- b. predatory misappropriation of trade secrets \_\_\_\_\_
- c. predatory interference with contract \_\_\_\_\_
- d. predatory foreclosure of Intermedics' distribution \_\_\_\_\_

12. Was there a dangerous probability that Medtronic would succeed in monopolizing the United States bradycardia market?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 12, go to Question 15.

If you answered YES to Question 12, go to Question 13.

13. Did the substantial predatory conduct identified in Question 11 proximately cause actual injury to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 13, go to Question 15.

If you answered YES to Question 13, go to Question 14.

14. We find that plaintiff Intermedics suffered damages proximately caused by Medtronic's attempt to monopolize as follows:

\$ \_\_\_\_\_.

**III. Plaintiff Intermedics, Inc.'s Conspiracy to Monopolize Claims Under Section Two of the Sherman Act**

15. Did two or more Defendants enter into an agreement or mutual understanding to monopolize the United States bradycardia market?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 15, go to Question 20.  
If you answered YES to Question 15, go to Question 16.

16. Identify the Defendants who were members of the conspiracy to monopolize the United States bradycardia market identified in Question 15.

Place an "x" after the name of each member of the conspiracy:

Michael Bailey _____	Bradley R. Janss _____	John F. Ruh _____
Timothy Berry _____	Medtronic, Inc. _____	Maritza Ruh _____
Werner Born _____	Bill Overcast _____	Michael L. Tittle _____

17. Was there a dangerous probability that Defendants would succeed in monopolizing the United States bradycardia market?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 17, go to Question 20.  
If you answered YES to Question 17, go to Question 18.

18. Did the conspiracy to monopolize between Defendants identified in Question 16 proximately cause actual injury to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 18, go to Question 20.  
If you answered YES to Question 18, go to Question 19.

19. We find that plaintiff Intermedics suffered damages proximately caused by the conspiracy to monopolize as follows:

\$ \_\_\_\_\_.

20. Did Medtronic and St. Jude enter into an agreement or mutual understanding to monopolize the United States bradycardia market?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 20, go to Question 24.

If you answered YES to Question 20, go to Question 21.

21. Was there a dangerous probability that Medtronic and St. Jude would succeed in monopolizing the United States bradycardia market?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 21, go to Question 24.

If you answered YES to Question 21, go to Question 22.

22. Did the conspiracy to monopolize between Medtronic and St. Jude proximately cause actual injury to Intermedics?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 22, go to Question 24.

If you answered YES to Question 22, go to Question 23.

23. We find that plaintiff Intermedics suffered damages proximately caused by the conspiracy to monopolize between Medtronic and St. Jude as follows:

\$ \_\_\_\_\_.

**IV. Plaintiff Intermedics, Inc.'s Claims Against the Individual Defendants**

**A. Michael Bailey**

**1. Breach of Contract**

24. Did Defendant Michael Bailey violate his covenant not to compete?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 24, go to Question 26.

If you answered YES to Question 24, go to Question 25.

25. Did this violation proximately cause damage to Intermedics?

YES \_\_\_\_\_

NO \_\_\_\_\_

26. Did Bailey disclose Intermedics' confidential information to Medtronic?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 26, go to Question 28.

If you answered YES to Question 26, go to Question 27.

27. Did this disclosure proximately cause damage to Intermedics?

YES \_\_\_\_\_

NO \_\_\_\_\_

28. Answer this question *only* if you answered YES to Question 25 or Question 27.  
Otherwise, go to Question 29.

We find that plaintiff Intermedics suffered damages proximately caused by Michael Bailey's breach of contract as follows:

\$ \_\_\_\_\_.

**B. Breach of Fiduciary Duty**

29. Answer this question *only* if you answered YES to Question 26. Otherwise, go to Question 32.

Did Bailey have a fiduciary duty not to disclose Intermedics' confidential information?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 29, go to Question 32.

If you answered YES to Question 29, go to Question 30.

30. Did his breach of fiduciary duty proximately cause damage to Intermedics?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 30, go to Question 32.

If you answered YES to Question 30, go to Question 31.

31. We find that plaintiff Intermedics suffered damages proximately caused by Michael Bailey's breach of fiduciary duty as follows:

\$ \_\_\_\_\_.

**B. Timothy Berry**

**1. Breach of Contract**

32. Did Defendant Timothy Berry violate his covenant not to compete?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 32, go to Question 34.  
If you answered YES to Question 32, go to Question 33.

33. Did this violation proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

34. Did Berry violate the nonsolicitation provision of his contract?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 34, go to Question 36.  
If you answered YES to Question 34, go to Question 35.

35. Did this violation proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

36. Did Intermedics and Berry agree to extend the term of the contract?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 36, go to Question 39.  
If you answered YES to Question 36, go to Question 37.

37. Did Berry fail to give proper notice of termination?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 37, go to Question 39.  
If you answered YES to Question 37, go to Question 38.

38. Did this failure proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

39. Did Berry disclose Intermedics' confidential information to Medtronic?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 39, go to Question 41.  
If you answered YES to Question 39, go to Question 40.

40. Did this disclosure proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

41. Answer this question *only* if you answered YES to one or more of Questions 33, 35, 38 or 40. Otherwise, go to Question 42.

We find that plaintiff Intermedics suffered damages proximately caused by Timothy Berry's breach of contract as follows:

\$ \_\_\_\_\_.

**2. Breach of Fiduciary Duty**

42. Answer this question *only* if you answered YES to Question 39. Otherwise, go to Question 45.

Did Berry have a fiduciary duty not to disclose Intermedics' confidential information?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 42, go to Question 45.  
If you answered YES to Question 42, go to Question 43.

43. Did his breach of fiduciary duty proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 43, go to Question 45.

If you answered YES to Question 43, go to Question 44.

44. We find that plaintiff Intermedics suffered damages proximately caused by Berry's breach of fiduciary duty as follows:

\$ \_\_\_\_\_.

**C. Werner Born**

**1. Breach of Contract**

45. Did Defendant Werner Born violate his covenant not to compete?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 45, go to Question 47.

If you answered YES to Question 45, go to Question 46.

46. Did this violation proximately cause damage to Intermedics?

YES \_\_\_\_\_

NO \_\_\_\_\_

47. Did Born violate the nonsolicitation provision of his contract?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 47, go to Question 49.

If you answered YES to Question 47, go to Question 48.

48. Did this violation proximately cause damage to Intermedics?

YES \_\_\_\_\_

NO \_\_\_\_\_

49. Did Intermedics and Born agree to extend the term of the contract?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 49, go to Question 52.

If you answered YES to Question 49, go to Question 50.

50. Did Born fail to give proper notice of termination?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 50, go to Question 52.  
If you answered YES to Question 50, go to Question 51.

51. Did this failure proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

52. Did Born disclose Intermedics' confidential information to Medtronic?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 52, go to Question 54.  
If you answered YES to Question 52, go to Question 53.

53. Did this disclosure proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

54. Answer this question *only* if you have answered yes to one or more of Questions 46, 48, 51 or 53. Otherwise, go to Question 55.

We find that plaintiff Intermedics suffered damages proximately caused by Werner Born's breach of contract as follows:

\$ \_\_\_\_\_.

**2. Breach of Fiduciary Duty**

55. Answer this question *only* if you answered YES to Question 52. Otherwise, go to Question 58.

Did Born have a fiduciary duty not to disclose Intermedics' confidential information?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 55, go to Question 58.  
If you answered YES to Question 55, go to Question 56.

56. Did his breach of fiduciary duty proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 56, go to Question 58.  
If you answered YES to Question 56, go to Question 57.

57. We find that plaintiff Intermedics suffered damages proximately caused by Born's breach of fiduciary duty as follows:

\$ \_\_\_\_\_.

**D. Bradley Janss**

**1. Breach of Contract**

58. Is Plaintiff Intermedics, Inc. the same entity as "Intermedics Pacemakers, Inc., a Division of Intermedics, Inc."?

YES \_\_\_\_\_ NO \_\_\_\_\_

59. Did defendant Bradley Janss consent to the assignment of his contract to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

60. Answer Question 60 *only* if you answered YES to Question 58 or Question 59.  
Otherwise, go to Question 66.

Did Intermedics and/or Cardiac Medical commit a material prior breach of Janss' contract?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 60, go to Question 61.  
If you answered YES to Question 60, go to Question 63.

61. Did Janss violate his covenant not to compete?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 61, go to Question 63.  
If you answered YES to Question 61, go to Question 62.

62. Did Janss's violation proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

63. Did Janss disclose Intermedics' confidential information to Medtronic?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 63, go to Question 65.

If you answered YES to Question 63 *and* YES to Question 60, go to Question 66.

If you answered YES to Question 63 *and* NO to Question 60, go to Question 64.

64. Did Janss's disclosure proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

65. Answer this question *only* if you answered YES to Question 62 or Question 64. Otherwise, go to Question 66.

We find that plaintiff Intermedics suffered damages proximately caused by Bradley Janss's disclosure of Intermedics' confidential information as follows:

\$ \_\_\_\_\_.

## 2. Breach of Fiduciary Duty

66. Answer this question *only* if you answered YES to Question 63. Otherwise, go to Question 69.

Did Janss have a fiduciary duty not to disclose Intermedics' confidential information?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 66, go to Question 69.

If you answered YES to Question 66, go to Question 67.

67. Did his breach of fiduciary duty proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 67, go to Question 69.

If you answered YES to Question 67, go to Question 68.

68. We find that plaintiff Intermedics suffered damages proximately caused by Janss's breach of fiduciary duty as follows:

\$ \_\_\_\_\_.

**E. Bill Overcast**

**1. Breach of contract**

69. Is Plaintiff Intermedics, Inc. the same entity as "Intermedics Pacemakers, Inc., a Division of Intermedics, Inc."?

YES \_\_\_\_\_

NO \_\_\_\_\_

70. Did defendant Bill Overcast consent to the assignment of his contract to Intermedics?

YES \_\_\_\_\_

NO \_\_\_\_\_

71. Answer Question 71 *only* if you answered YES to Question 69 or Question 70. Otherwise, go to Question 74.

Did Intermedics commit a prior material breach of Overcast's contract?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 71, go to Question 72.  
If you answered YES to Question 71, go to Question 74.

72. Did Overcast violate his covenant not to compete?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 72, go to Question 74.  
If you answered YES to Question 72, go to Question 73.

73. Did Overcast's violation proximately cause damage to Intermedics?

YES \_\_\_\_\_

NO \_\_\_\_\_

74. Did Overcast disclose Intermedics' confidential information to Medtronic?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 74, go to Question 76.  
If you answered YES to Question 74 and YES to Question 71, go to Question 77.  
If you answered YES to Question 74 and NO to Question 71, go to Question 75.

75. Did Overcast's disclosure proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

76. Answer this question *only* if you answered YES to Question 73 or Question 75.  
Otherwise, go to Question 77.

We find that plaintiff Intermedics suffered damages proximately caused by Bill Overcast's breach of contract as follows:

\$ \_\_\_\_\_.

**2. Breach of Fiduciary Duty**

77. Answer this question *only* if you answered YES to Question 74. Otherwise, go to Question 80.

Did Overcast have a fiduciary duty not to disclose Intermedics' confidential information?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 77, go to Question 80.  
If you answered YES to Question 77, go to Question 78.

78. Did his breach of fiduciary duty proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 78, go to Question 80.  
If you answered YES to Question 78, go to Question 79.

79. We find that plaintiff Intermedics suffered damages proximately caused by Bill Overcast's breach of fiduciary duty as follows:

\$ \_\_\_\_\_.

**F. John Ruh**

**1. Breach of contract**

80. Did Defendant John Ruh violate his covenant not to compete?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 80, go to Question 82.

If you answered YES to Question 80, go to Question 81.

81. Did this violation proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

82. Did Ruh improperly terminate his contract?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 82, go to Question 84.

If you answered YES to Question 82, go to Question 83.

83. Did the improper termination proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

84. Did John Ruh disclose Intermedics' confidential information to Medtronic?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 84, go to Question 86.

If you answered YES to Question 84, go to Question 85.

85. Did this disclosure proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

86. Answer this question *only* if you answered YES to one or more of Questions 81, 83 and 85. Otherwise, go to Question 87.

We find that plaintiff Intermedics suffered damages proximately caused by John Ruh's breach of contract as follows:

\$ \_\_\_\_\_.

**2. Breach of Fiduciary Duty**

87. Answer this question *only* if you answered YES to Question 84. Otherwise, go to Question 90.

Did John Ruh have a fiduciary duty not to disclose Intermedics' confidential information?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 87, go to Question 90.  
If you answered YES to Question 87, go to Question 88.

88. Did his breach of fiduciary duty proximately cause damage to Intermedics?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 88, go to Question 90.  
If you answered YES to Question 88, go to Question 89.

89. We find that plaintiff Intermedics suffered damages proximately caused by John Ruh's breach of fiduciary duty as follows:

\$ \_\_\_\_\_.

**G. Maritza Ruh**

**1. Breach of Contract**

90. Did Defendant Maritza Ruh violate her covenant not to compete?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 90, go to Question 92.  
If you answered YES to Question 90, go to Question 91.

91. Did this violation proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

92. Did Maritz Ruh improperly terminate her contract?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 92, go to Question 94.  
If you answered YES to Question 92, go to Question 93.

93. Did the improper termination proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

94. Did Maritza Ruh disclose Intermedics' confidential information to Medtronic?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 94, go to Question 96.  
If you answered YES to Question 94, go to Question 95.

95. Did this disclosure proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

96. Answer this question *only* if you have answered YES to one or more of Questions 91, 93, and 95. Otherwise, go to Question 97.

We find that plaintiff Intermedics suffered damages proximately caused by Maritza Ruh's breach of contract as follows:

\$ \_\_\_\_\_.

**2. Breach of Fiduciary Duty**

97. Answer this question *only* if you answered YES to Question 94. Otherwise, go to Question 100.

**Did Maritza Ruh have a fiduciary duty not to disclose Intermedics' confidential information?**

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 97, go to Question 100.  
If you answered YES to Question 97, go to Question 98.

98. **Did her breach of fiduciary duty proximately cause damage to Intermedics?**

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 98, go to Question 100.  
If you answered YES to Question 98, go to Question 99.

99. **We find that plaintiff Intermedics suffered damages proximately caused by Maritza Ruh's breach of fiduciary duty as follows:**

\$ \_\_\_\_\_.

**H. Michael Tittle**

100. **Did Defendant Michael Tittle agree to be personally bound by Defendant Tittle, Inc.'s contract with Intermedics?**

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 100 go to Question 109.  
If you answered YES to Question 100, go to Question 101.

101. **After Tittle, Inc.'s contract expired, did Intermedics offer Tittle a new contract with substantially similar terms as contained in the expired agreement?**

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 101, go to Question 109.  
If you answered YES to Question 101, go to Question 102.

102. **Did Tittle violate his covenant not to compete?**

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 102, go to Question 104.  
If you answered YES to Question 102, go to Question 103.

103. Did Tittle's violation proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

104. Did Tittle violate the nonsolicitation provision of his contract?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 104, go to Question 106.  
If you answered YES to Question 104, go to Question 105.

105. Did this violation proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

106. Did Intermedics and Tittle agree to extend the term of the contract?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 106, go to Question 109.  
If you answered YES to Question 106, go to Question 107.

107. Did Tittle fail to give proper notice of termination?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 107, go to Question 109.  
If you answered YES to Question 107, go to Question 108.

108. Did the improper notice proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

109. Did Michael Tittle disclose Intermedics' confidential information to Medtronic?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 109, go to Question 111.  
If you answered YES to Question 109, go to Question 110.

110. Did this disclosure proximately cause damage to Intermedics?

YES \_\_\_\_\_

NO \_\_\_\_\_

111. Answer this question *only* if you have answered YES to one or more of Questions 103, 105, 108 and 110. Otherwise, go to Question 112.

We find that plaintiff Intermedics suffered damages proximately caused by Michael Tittle's breach of contract as follows:

\$ \_\_\_\_\_.

**2. Breach of Fiduciary Duty**

112. Answer this question *only* if you answered YES to Question 109. Otherwise, go to Question 115.

Did Michael Tittle have a fiduciary duty not to disclose Intermedics' confidential information?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 112, go to Question 115.  
If you answered YES to Question 112, go to Question 113.

113. Did his breach of fiduciary duty proximately cause damage to Intermedics?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 113, go to Question 115.  
If you answered YES to Question 113, go to Question 114.

114. We find that plaintiff Intermedics suffered damages proximately caused by Michael Tittle's breach of fiduciary duty as follows:

\$ \_\_\_\_\_.

**VI. Plaintiff Intermedics, Inc.'s Claims Against Medtronic for Tortious Interference With Contract and Tortious Interference With Prospective Business Relations**

115. Did Medtronic wilfully and intentionally interfere with Intermedics' contract with any of the individual defendants by causing any of them to violate the contract?

- |    |                |          |           |
|----|----------------|----------|-----------|
| a. | Michael Bailey | No _____ | Yes _____ |
| b. | Timothy Berry  | No _____ | Yes _____ |
| c. | Werner Born    | No _____ | Yes _____ |
| d. | Bradley Janss  | No _____ | Yes _____ |
| e. | Bill Overcast  | No _____ | Yes _____ |
| f. | John Ruh       | No _____ | Yes _____ |
| g. | Maritza Ruh    | No _____ | Yes _____ |
| i. | Michael Tittle | No _____ | Yes _____ |

116. Was there a reasonable probability that Intermedics would have entered into a new contractual relationship with any of the individual defendants?

- |    |                |          |           |
|----|----------------|----------|-----------|
| a. | Michael Bailey | No _____ | Yes _____ |
| b. | Timothy Berry  | No _____ | Yes _____ |
| c. | Werner Born    | No _____ | Yes _____ |
| d. | Bradley Janss  | No _____ | Yes _____ |
| e. | Bill Overcast  | No _____ | Yes _____ |
| f. | John Ruh       | No _____ | Yes _____ |
| g. | Maritza Ruh    | No _____ | Yes _____ |
| i. | Michael Tittle | No _____ | Yes _____ |

117. Answer this question *only* if you answered YES to any part of Question 116. Otherwise, to go Question 118.

Did Medtronic intentionally prevent Intermedics' contractual relationship with any of the individual defendants from occurring, for the purpose of harming Intermedics?

- |    |                |          |           |
|----|----------------|----------|-----------|
| a. | Michael Bailey | No _____ | Yes _____ |
| b. | Timothy Berry  | No _____ | Yes _____ |
| c. | Werner Born    | No _____ | Yes _____ |
| d. | Bradley Janss  | No _____ | Yes _____ |
| e. | Bill Overcast  | No _____ | Yes _____ |
| f. | John Ruh       | No _____ | Yes _____ |
| g. | Maritza Ruh    | No _____ | Yes _____ |
| i. | Michael Tittle | No _____ | Yes _____ |

118. Answer this question *only* if you answered YES to any part of Question 115 or 117. Otherwise, go to Question 121.

Did Medtronic have a good faith belief that it had a right to act as it did toward any of the individual defendants?

- |    |                |          |           |
|----|----------------|----------|-----------|
| a. | Michael Bailey | No _____ | Yes _____ |
| b. | Timothy Berry  | No _____ | Yes _____ |
| c. | Werner Born    | No _____ | Yes _____ |
| d. | Bradley Janss  | No _____ | Yes _____ |
| e. | Bill Overcast  | No _____ | Yes _____ |
| f. | John Ruh       | No _____ | Yes _____ |
| g. | Maritza Ruh    | No _____ | Yes _____ |
| i. | Michael Tittle | No _____ | Yes _____ |

119. Answer this question *only* if you answered YES to any part of Question 118. Otherwise, go to Question 121.

Did Medtronic's interference proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 119, go to Question 121.

If you answered YES to Question 119, go to Question 120.

120. We find that plaintiff Intermedics suffered damages proximately caused by Medtronic's interference as follows:

\$ \_\_\_\_\_.

**VII. Plaintiff Intermedics, Inc.'s Claim Against Medtronic for Misappropriation of Trade Secrets**

121. Did one or more of the individual defendants disclose to Medtronic a trade secret owned by Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 121, go to Question 126.

If you answered YES to Question 121, go to Question 122.

122. Did Medtronic learn the trade secret from the individual defendants knowing that it was a secret, and that the disclosure was a breach of the individual defendant's obligation to Intermedics to keep the secret confidential?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 122, go to Question 126.  
If you answered YES to Question 122, go to Question 123.

123. Did Medtronic seek to profit by using that trade secret commercially without Intermedics' authorization?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 123, go to Question 126.  
If you answered YES to Question 123, go to Question 124.

124. Did Medtronic's use of the trade secret proximately cause damage to Intermedics?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 124, go to Question 126.  
If you answered YES to Question 124, go to Question 125.

125. We find that plaintiff Intermedics suffered damages proximately caused by Medtronic's actions as follows:

\$ \_\_\_\_\_.

**VIII. Plaintiff Intermedics, Inc.'s Claim Against Medtronic for Unfair Competition**

126. Answer Question 126 *only* if you answered YES to one or more of Questions 4, 8, 13, 18, 22, or 124. Otherwise, go to Question 129.

Did Medtronic commit a separate unlawful act that improperly interfered with Intermedics' ability to conduct its business?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you answered NO to Question 126, go to Question 129.  
If you answered YES to Question 126, go to Question 127.

127. Did Medtronic's act proximately cause damage to Intermedics?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 127, go to Question 129.  
If you answered YES to Question 127, go to Question 128.

128. We find that plaintiff Intermedics suffered damages proximately caused by Medtronic's act of unfair competition as follows:

\$ \_\_\_\_\_.

**IV. Plaintiff Intermedics, Inc.'s Claim for Civil Conspiracy**

129. Did Medtronic and St. Jude have knowledge of, agree to, and intend a common objective or course of action to deprive Intermedics of its legal rights?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 129, go to Question 133.  
If you answered YES to Question 129, go to Question 130.

130. Did either Medtronic or St. Jude perform an unlawful and overt action to further the conspiracy?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 130, go to Question 133.  
If you answered YES to Question 130, go to Question 131.

131. Did this unlawful and overt action proximately cause damage to Intermedics?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 131, go to Question 133.  
If you answered YES to Question 131, go to Question 132.

132. We find that plaintiff Intermedics suffered damages proximately caused by the conspiracy between Medtronic and St. Jude as follows:

\$ \_\_\_\_\_.

133. Answer Question 133 *only* if you answered YES to one or more of Questions 30, 43, 56, 67, 78, 88, 98, 113, 119, 124, and 127. Otherwise, go to Question 138.

Did Medtronic and one or more of the individual defendants have knowledge of, agree to, and intend a common objective or course of action to deprive Intermedics of its legal rights?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 133, go to Question 138.  
If you answered YES to Question 133, go to Question 134.

134. Identify the individual defendant or defendants who had knowledge of, agreed to, and intended a common objective or course of action to deprive Intermedics of its legal rights.

Place an "x" after the name of each member of the conspiracy:

Michael Bailey \_\_\_\_\_

Bradley R. Janss \_\_\_\_\_

John F. Ruh \_\_\_\_\_

Timothy Berry \_\_\_\_\_

Medtronic, Inc. \_\_\_\_\_

Maritza Ruh \_\_\_\_\_

Werner Born \_\_\_\_\_

Bill Overcast \_\_\_\_\_

Michael L. Tittle \_\_\_\_\_

135. Did Medtronic or the individual defendant or defendants identified in Question 134 perform an unlawful and overt action to further the conspiracy?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 135, go to Question 138.  
If you answered YES to Question 135, go to Question 136.

136. Did this unlawful and overt action proximately cause damage to Intermedics?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 136, go to Question 138.  
If you answered YES to Question 136, go to Question 137.

137. We find that plaintiff Intermedics suffered damages proximately caused by the conspiracy between Medtronic and the individual defendant or defendants as follows:

\$ \_\_\_\_\_.

**IX Exemplary Damages**

**A. Against Individual Defendants<sup>1</sup>**

138. Answer this question *only* if you found that one or more of the individual defendants breached his fiduciary duty to Intermedics. Otherwise, go to Question 140.

Do you find by clear and convincing evidence that the individual defendant committed the acts that damaged Intermedics with malice?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 138, go to Question 140.  
If you answered YES to Question 138, go to Question 139.

139. We find that the following amount, if any, should be awarded to Intermedics based on the individual defendant's malice:

\$ \_\_\_\_\_.

**B. Against Medtronic**

140. Answer this question *only* you answered YES to one or more of Questions 119, 124 and 127. Otherwise, do not answer any more questions.

Do you find by clear and convincing evidence that Medtronic committed the acts that damaged Intermedics with malice?

YES \_\_\_\_\_

NO \_\_\_\_\_

If you answered NO to Question 140, do not answer any more questions.

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<sup>1</sup> Questions 138 and 139 are submitted in case the Court disagrees with the Defendants' contention that Intermedics may not seek exemplary damages against the individual defendants based on breach of fiduciary duty.

If you answered YES to Question 140, go to Question 141.

141. We find that the following amount, if any, should be awarded to Intermedics based on Medtronic's malice:

\$ \_\_\_\_\_.

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

\_\_\_\_\_  
Foreperson of the Jury