

STATE OF NEW HAMPSHIRE
ROCKINGHAM COUNTY SUPERIOR COURT
Docket No. 218-2014-CV-632
Halifax-American Energy Company, LLC
Freedom Logistics, LLC d/b/a Freedom Energy Logistics, LLC
Resident Power Natural Gas & Electric Solutions, LLC
PNE Energy Supply, LLC

v.

Provider Power, LLC
Electricity N.H., LLC d/b/a E.N.H. Power
Electricity Maine, LLC
Emile Clavet
Kevin Dean

SPECIAL JURY VERDICT FORM

MISAPPROPRIATION OF TRADE SECRETS (CLAIM 1)

1. Have the Plaintiffs proven, by a preponderance of the evidence, that Provider Power, LLC (“Provider Power”) misappropriated Plaintiffs’ trade secrets?

Yes No

Proceed to the next question.

2. Have the Plaintiffs proven, by a preponderance of the evidence, that Electricity N.H. LLC d/b/a E.N.H. Power (“ENH”) misappropriated Plaintiffs’ trade secrets?

Yes No

Proceed to the next question.

3. Have the Plaintiffs proven, by a preponderance of the evidence, that Electricity Maine, LLC (“EMaine”) misappropriated Plaintiffs’ trade secrets?

Yes No

Proceed to the next question.

4. Have the Plaintiffs proven, by a preponderance of the evidence, that Emile Clavet misappropriated Plaintiffs' trade secrets?

Yes No

Proceed to the next question.

5. Have the Plaintiffs proven, by a preponderance of the evidence, that Kevin Dean misappropriated Plaintiffs' trade secrets?

Yes No

If you answered "yes" to any of the above Questions, please proceed to Question 6.

6. Please state the full amount (in words and numbers) of damages you award the Plaintiffs on this claim and identify any portion of damages allocated to actual loss and any portion of damages allocated to unjust enrichment.

\$ \emptyset

Proceed to the next question.

7. Do you find that the misappropriation of the Plaintiffs' trade secrets was willful or malicious?

Yes No

INTENTIONAL INTERFERENCE WITH CUSTOMER CONTRACTS (CLAIM 2)

8. Have the Plaintiffs proven, by a preponderance of the evidence, that Provider Power intentionally interfered with contracts between the Plaintiffs and customers of the Plaintiffs?

Yes No

Proceed to the next question.

9. Have the Plaintiffs proven, by a preponderance of the evidence, that ENH intentionally interfered with contracts between the Plaintiffs and customers of the Plaintiffs?

Yes No

Proceed to the next question.

10. Have the Plaintiffs proven, by a preponderance of the evidence, that EMaine intentionally interfered with contracts between the Plaintiffs and customers of the Plaintiffs?

Yes No

Proceed to the next question.

11. Have the Plaintiffs proven, by a preponderance of the evidence, that Emile Clavet intentionally interfered with contracts between the Plaintiffs and customers of the Plaintiffs?

Yes No

Proceed to the next question.

12. Have the Plaintiffs proven, by a preponderance of the evidence, that Kevin Dean intentionally interfered with contracts between the Plaintiffs and customers of the Plaintiffs?

Yes No

If you answered "yes" to any of the Questions in this section, please proceed to Question 13.

13. Please state the full amount (in words and numbers) of damages you award the Plaintiffs on this claim.

\$ 317,308.00 *Three hundred seventeen thousand
Three hundred and eight dollars*

INTENTIONAL INTERFERENCE WITH THE PLAINTIFFS' CONTRACT(S) WITH FRANK DUMONT (CLAIM 3)

14. Have the Plaintiffs proven, by a preponderance of the evidence, that Provider Power intentionally interfered with the Plaintiffs' contract or contracts with Frank Dumont?

Yes No

Proceed to the next question.

15. Have the Plaintiffs proven, by a preponderance of the evidence, that ENH intentionally interfered with the Plaintiffs' contract or contracts with Frank Dumont?

Yes No

Proceed to the next question.

16. Have the Plaintiffs proven, by a preponderance of the evidence, that EMaine intentionally interfered with the Plaintiffs' contract or contracts with Frank Dumont?

Yes No

Proceed to the next question.

17. Have the Plaintiffs proven, by a preponderance of the evidence, that Emile Clavet intentionally interfered with the Plaintiffs' contract or contracts with Frank Dumont?

Yes No

Proceed to the next question.

18. Have the Plaintiffs proven, by a preponderance of the evidence, that Kevin Dean intentionally interfered with the Plaintiffs' contract or contracts with Frank Dumont?

Yes No

If you answered "yes" to any of the Questions in this section, please proceed to Question 19.

19. Please state the full amount (in words and numbers) of damages you award the Plaintiffs on this claim.

\$ 33,333.00 *Thirty Three thousand three hundred and thirty three dollars*

**INTENTIONAL INTERFERENCE WITH PLAINTIFFS' ECONOMIC RELATIONS
(CLAIM 4)**

20. Have the Plaintiffs proven, by a preponderance of the evidence, that Provider Power intentionally interfered with the Plaintiffs' economic relations with the Plaintiffs' customers?

Yes No

Proceed to the next question.

21. Have the Plaintiffs proven, by a preponderance of the evidence, that ENH intentionally interfered with the Plaintiffs' economic relations with the Plaintiffs' customers?

Yes No

Proceed to the next question.

22. Have the Plaintiffs proven, by a preponderance of the evidence, that EMaine intentionally interfered with the Plaintiffs' economic relations with the Plaintiffs' customers?

Yes No

Proceed to the next question.

23. Have the Plaintiffs proven, by a preponderance of the evidence, that Emile Clavet intentionally interfered with the Plaintiffs' economic relations with the Plaintiffs' customers?

Yes No

Proceed to the next question.

24. Have the Plaintiffs proven, by a preponderance of the evidence, that Kevin Dean intentionally interfered with the Plaintiffs' economic relations with the Plaintiffs' customers?

Yes No

If you answered "yes" to any of the Questions in this section, please proceed to Question 25.

25. Please state the full amount (in words and numbers) of damages you award the Plaintiffs on this claim.

\$ 112,567.00 One hundred twelve thousand five hundred sixty seven dollars.

**TORTIOUS INTERFERENCE WITH PROSPECTIVE CONTRACTUAL RELATIONS
(CLAIM 5)**

26. Have the Plaintiffs proven, by a preponderance of the evidence, that Provider Power intentionally interfered with prospective economic relations between the Plaintiffs and prospective customers of the Plaintiffs?

Yes ___ No X

Proceed to the next question.

27. Have the Plaintiffs proven, by a preponderance of the evidence, that ENH intentionally interfered with prospective economic relations between the Plaintiffs and prospective customers of the Plaintiffs?

Yes ___ No X

Proceed to the next question.

28. Have the Plaintiffs proven, by a preponderance of the evidence, that EMaine intentionally interfered with prospective economic relations between the Plaintiffs and prospective customers of the Plaintiffs?

Yes ___ No X

Proceed to the next question.

29. Have the Plaintiffs proven, by a preponderance of the evidence, that Emile Clavet intentionally interfered with prospective economic relations between the Plaintiffs and prospective customers of the Plaintiffs?

Yes ___ No X

Proceed to the next question.

30. Have the Plaintiffs proven, by a preponderance of the evidence, that Kevin Dean intentionally interfered with prospective economic relations between the Plaintiffs and prospective customers of the Plaintiffs?

Yes ___ No X

If you answered "yes" to any of the Questions in this section, please proceed to Question 31.

31. Please state the full amount (in words and numbers) of damages you award the Plaintiffs on this claim.

\$ ∅ none

CIVIL CONSPIRACY (CLAIM 6)

32. Have the Plaintiffs proven, by a preponderance of the evidence, that any or all of the Defendants conspired to engage in wrongful acts directed at the Plaintiffs? If so, identify each Defendant that participated in the conspiracy by writing the name of each Defendant on the lines below:

Emile Clavet, Kevin Dean

~~EnH Power~~, Provider Power, LLC,
Electricity N.H., LLC, Electricity Maine, LLC

Proceed to the next question if you identified any Defendant. If you find that no Defendant participated in a conspiracy, proceed to Question 43.

33. If you determined that any of the Defendants misappropriated Plaintiffs' trade secrets under Questions 1 through 5, did any of those Defendants misappropriate Plaintiffs' trade secrets in furtherance of the conspiracy?

Yes No

Proceed to the next question.

34. For any Defendants who misappropriated Plaintiffs' trade secrets in order to further the conspiracy, was such misappropriation a natural and probable consequence of the conspiracy's objective?

Yes No

Proceed to the next question.

35. If you determined that any of the Defendants intentionally interfered with Plaintiffs' contracts with customers under Questions 8 through 12, did any of those Defendants intentionally interfere with such contracts in furtherance of the conspiracy identified in Question 32?

Yes No

Proceed to the next question.

36. For any Defendants who intentionally interfered with the Plaintiffs' contract with customers in order to further the conspiracy, was the intentional interference with such contracts a natural and probable consequence of the conspiracy's objective?

Yes No

Proceed to the next question.

37. If you determined that any of the Defendants intentionally interfered with the Plaintiffs' contract(s) with Mr. Dumont under Questions 14 through 18, did any of those Defendants intentionally interfere with Plaintiffs' contract(s) with Mr. Dumont in furtherance of the conspiracy?

Yes No

Proceed to the next question.

38. For any Defendants who intentionally interfered with the Plaintiffs' contract(s) with Mr. Dumont to further the conspiracy, was the intentional interference with such contract(s) a natural and probable consequence of the conspiracy's objective?

Yes No

Proceed to the next question.

39. If you determined that any of the Defendants intentionally interfered with the Plaintiffs' economic relations with customers under Questions 20 through 24, did any of those Defendants intentionally interfere with such economic relations in furtherance of the conspiracy?

Yes No

Proceed to the next question.

40. For any Defendants who intentionally interfered with the Plaintiffs' economic relations with their customers in order to further the conspiracy, was the intentional interference with such economic relations a natural and probable consequence of the conspiracy's objective?

Yes No

Proceed to the next question.

41. If you determined that any of the Defendants intentionally interfered with the Plaintiffs' economic relations with prospective customers under Questions 26 through 30, did any of those Defendants intentionally interfere with such economic relations in furtherance of the conspiracy?

Yes No

Proceed to the next question.

42. For any Defendants who intentionally interfered with the Plaintiffs' economic relations with prospective customers in order to further the conspiracy, was the intentional interference with such prospective economic relations a natural and probable consequence of the conspiracy's objective?

Yes No

Proceed to the next question.

RESPONDEAT SUPERIOR (CLAIM 7)

43. Have the Plaintiffs proven, by a preponderance of the evidence, that Frank Dumont misappropriated the Plaintiffs' trade secrets?

Yes No _____

Proceed to the next question.

44. If you answered "yes" to Question 43, was Frank Dumont an employee of Provider Power at the time he misappropriated the Plaintiffs' trade secrets?

Yes No _____

Proceed to the next question.

45. If you answered "yes" to Question 43, was Frank Dumont acting in the scope of his employment with Provider Power at the time he misappropriated the Plaintiffs' trade secrets?

Yes No _____

If you answered "yes" to Questions 43, 44, and 45 above, please proceed to Question 46.

46. Please state the full amount (in words and numbers) of damages you award the Plaintiffs for Frank Dumont's misappropriation.

\$ Ø none

Proceed to the next question.

47. Have the Plaintiffs proven, by a preponderance of the evidence, that Frank Dumont intentionally interfered with contracts between the Plaintiffs and the Plaintiffs' customers?

Yes No _____

Proceed to the next question.

48. If you answered "yes" to Question 47, was Frank Dumont an employee of Provider Power at the time he intentionally interfered with contracts between the Plaintiffs and the Plaintiffs' customers?

Yes No _____

Proceed to the next question.

49. If you answered "yes" to Question 47, was Frank Dumont acting in the scope of his employment with Provider Power at the time he misappropriated the Plaintiffs' trade secrets?

Yes No _____

If you answered "yes" to Questions 47, 48, and 49 above, please proceed to Question 50.

50. Please state the full amount (in words and numbers) of damages you award the Plaintiffs for Frank Dumont's intentional interference with contracts between the Plaintiffs and the Plaintiffs' customers.

\$ Ø none

Proceed to the next question.

51. Have the Plaintiffs proven, by a preponderance of the evidence, that Frank Dumont intentionally interfered with Plaintiffs' economic relations with their customers?

Yes No

Proceed to the next question.

52. If you answered "yes" to Question 51, was Frank Dumont an employee of Provider Power at the time he intentionally interfered with the Plaintiffs' economic relations with their customers?

Yes No

Proceed to the next question.

53. If you answered "yes" to Question 51, was Frank Dumont acting in the scope of his employment with Provider Power at the time he intentionally interfered with the Plaintiffs' economic relations with their customers?

Yes No

If you answered "yes" to Questions 51, 52, and 53 above, please proceed to Question 54.

54. Please state the full amount (in words and numbers) of damages you award the Plaintiffs for Frank Dumont's intentional interference with the Plaintiffs' economic relations with their customers.

\$ ∅ none

Proceed to the next question.

55. Have the Plaintiffs proven, by a preponderance of the evidence, that Frank Dumont intentionally interfered with prospective economic relations between the Plaintiffs and their prospective customers?

Yes ___ No X

Proceed to the next question.

56. If you answered "yes" to Question 55, was Frank Dumont an employee of Provider Power at the time he intentionally interfered with prospective economic relations between the Plaintiffs and prospective customers of the Plaintiffs?

Yes ___ No X

Proceed to the next question.

57. If you answered "yes" to Question 55, was Frank Dumont acting in the scope of his employment with Provider Power at the time he intentionally interfered with prospective economic relations between the Plaintiffs and prospective customers of the Plaintiffs?

Yes ___ No X

If you answered "yes" to Questions 55, 56, and 57 above, please proceed to Question 58.

58. Please state the full amount (in words and numbers) of damages you award the Plaintiffs for Frank Dumont's intentional interference with the prospective economic relations between the Plaintiffs and prospective customers of the Plaintiffs.

\$ Ø none

BAD FAITH

59. Do you find that the Defendants' actions in this matter were undertaken in bad faith, vexatiously, wantonly, or for oppressive reasons?

Yes X No _____

ATTORNEY'S FEES

60. Have the Plaintiffs proven, by a preponderance of the evidence, that the Defendants are liable for the attorney's fees that the Plaintiffs incurred in their prior litigation against Frank Dumont?

Yes X No _____

Stop here. When you have finished this form, please have your foreperson sign and date this form, put it in the provided envelope, seal it, and give it to the Bailiff.

Therese Barwell 1/19/16

Foreperson

Date