

FILED
U.S. DISTRICT COURT
DISTRICT OF NEBRASKA

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

10 DEC 17 PM 3: 35

OFFICE OF THE CLERK

E-P INTERNATIONAL DISTRIBUTION,)
INC., a Barbados corporation,)

Plaintiff,)

v.)

A&A DRUG COMPANY, a Nebraska)
corporation, and SAV-RX, LLC, a)
Nebraska limited liability company,)

Defendants,)

JAMES BARTA,)

Defendant-Intervenor.)
_____)

8:07CV186

SPECIAL INTERROGATORIES

ORIGINAL

Please answer the following interrogatories:

INTERROGATORY NO. 1:

Did A&A or Mr. Barta prove, by the preponderance of the evidence, that under the terms of the parties' oral contract, A&A was not to bear the costs of all reshipments, refunds, duplicates and credits.

X Yes _____ No

INTERROGATORY NO. 2:

Did A&A or Mr. Barta prove, by the preponderance of the evidence, that under the terms of the parties' oral contract A&A, and not Mr. Barta individually, was entitled to a 10% payment on total gross sales by A&A on behalf of E-P?

X Yes _____ No

INTERROGATORY NO. 3:

What amount do you find A&A or Mr. Barta proved, by a preponderance of evidence, was the total amount of reshipments, refunds, duplicates and credits given during the term of the oral contract from 2002 to 2006?

\$ 4,381,893.86

ORIGINAL

INTERROGATORY NO. 4:

What amount, by a preponderance of evidence, are the total gross sales on which A&A or Mr. Barta is entitled to receive 10% under the terms of the oral contract?

\$ 1,917,254.91

INTERROGATORY NO. 5:

a. Has E-P proven, by a preponderance of the evidence, that A&A breached the oral contract, as instructed in Instruction No. 18?

_____ Yes X _____ No

b. If you answered "yes" to Interrogatory No. 5a, did A&A prove their affirmative defense of fraud in the inducement, as instructed in Instruction No. 26?

_____ Yes _____ No

c. If you answered "yes" to Interrogatory No. 5a, did A&A prove their affirmative defense of material misrepresentation, as instructed in Instruction No. 35?

_____ Yes _____ No

d. If you answered "yes" to Interrogatory No. 5a, and "no" to both 5b and 5c, then what is the amount owed to E-P?

\$

INTERROGATORY NO. 6:

Has A&A proven, by a preponderance of the evidence, that E-P breached the oral contract?

X _____ Yes _____ No

If you answered "yes" to Interrogatory No. 5, what is the amount, by a preponderance of the evidence, owed to A&A by EP?

\$ 2,469,564.68

INTERROGATORY NO. 7:

ORIGINAL

Has A&A proven by a preponderance of the evidence, its claim of fraudulent misrepresentation as instructed in Instruction No. 29?

X Yes _____ No

If you answered "yes" to Interrogatory No. 7, what is the amount of A&A's damages?

\$ 4,381,893.86

INTERROGATORY NO. 8:

Has James Barta proven, by the preponderance of the evidence, that E-P breached the oral contract and therefore its obligation to Barta?

X Yes _____ No

If you answered "yes" to Interrogatory No. 8, what is the amount, by a preponderance of the evidence, owed to Mr. Barta by E-P?

\$ 2,016,113.00

DATED this 17 day of December, 2010.