

FILED
OREGON JUDICIAL DEPT
WASHINGTON COUNTY
5/25/16 4:52 pm

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF WASHINGTON

JH KELLY, LLC, a Washington limited liability company,)	Case No. C150321CV
)	
Plaintiff,)	VERDICT FORM
)	
v.)	
)	
QUALITY PLUS SERVICES, INC., a Virginia corporation,)	
)	
Defendant.)	
_____)	
)	
QUALITY PLUS SERVICES, INC., a Virginia corporation,)	
)	
Third-Party Plaintiff,)	
)	
v.)	
)	
GEORG FISCHER, LLC, a Delaware corporation, and PLASTIC SERVICES NORTHWEST, INC., an Oregon corporation,)	
)	
Third-Party Defendants.)	
_____)	

We, the jury, find:

CLAIM 1 - NEGLIGENCE

1a. Was defendant Georg Fischer at fault in one or more of the ways Quality Plus claims?

ANSWER: YES (write either "Yes" or "No")

If "yes," go to question 1b. At least nine of you who answered "yes" to question 1a must also agree on the answer to question 1b.

If "no," your verdict is for defendant Georg Fischer as to Claim 1. Go to question 2a. Do not answer question 1b.

1b. Was defendant Georg Fischer's fault a cause of damages to Quality Plus?

ANSWER: Yes (write either "Yes" or "No")

If "yes," go to question 2a.

If "no," your verdict is for defendant Georg Fischer as to Claim 1. Go to question 2a.

2a. Was defendant Plastic Services at fault in one or more of the ways Quality Plus claims?

ANSWER: Yes (write either "Yes" or "No")

If "yes," go to question 2b. At least nine of you who answered "yes" to question 2a must also agree on the answer to question 2b.

If "no," your verdict is for defendant Plastic Services as to Claim 1. Go to question 3a. Do not answer question 2b.

2b. Was defendant Plastic Service's fault a cause of damages to Quality Plus?

ANSWER: Yes (write either "Yes" or "No")

If "yes," go to question 3a.

If "no," your verdict is for defendant Plastic Services as to Claim 1. Go to question 3a.

At least the same nine of you who answered "yes" to question 1b, question 2b, or both (if both were answered "yes"), must agree on the answers to all the remaining questions that you answer "yes," or that you answer with a number.

If you did not answer "yes" to either questions 1b and 2b, then your verdict is for the defendants on Claim 1. Your presiding juror must sign this verdict form. Do not answer any more questions as to Claim 1.

3a. Was Quality Plus at fault in one or more of the ways that Georg Fischer or Plastic Services Claims?

ANSWER: Yes (write either "Yes" or "No")

If "yes," go to question 3b.

If "no," go to question 4. Do not answer question 3b.

3b. Was Quality Plus's fault a cause of damages to Quality Plus?

ANSWER: YES (write either "Yes" or "No")

Go to question 4.

4. What is the percentage of each of the parties' fault that caused damage to Quality Plus?

(If you determined that a party was not at fault, or did not cause damage to Quality Plus, assign "0" as that party's percentage.)

ANSWER: Defendant Georg Fischer

~~35~~ %

35 %

Defendant Plastic Services

~~46~~ %

46 %

Plaintiff Quality Plus

~~19~~ %

19 %

(The percentages must total 100%.)

If Quality Plus's percentage of negligence is 50% or less, go to question 5.

If Quality Plus's percentage of negligence is greater than 50%, your verdict is for the defendants as to Claim 1. Your presiding juror must sign this verdict form. Do not answer any more questions as to Claim 1.

5. What are Quality Plus's damages?

ANSWER: \$ 2,024,715.44

Do not reduce the damages by any party's percentage of negligence because the court will do this when entering judgment.

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CLAIM 2 – BREACH OF CONTRACT

1. Did Quality Plus have a contract with Plastic Services to perform the field extension in January of 2014?

ANSWER: yes (write either "Yes" or "No")

If "yes," go to question 2. At least nine of you who answered "yes" to question 1 must also agree on the answer to question 2-7.

If "no," your verdict is for defendants Plastic Services and Fischer as to Claim 2. STOP. Do not answer question 2-7.

2. Was Plastic Services acting as Georg Fischer's agent to perform the field extension?

ANSWER: yes (write either "Yes" or "No")

If "yes," go to question 3. At least nine of you who answered "yes" to question 2 must also agree on the answer to question 3-7.

If "no," your verdict is for defendant Fischer as to Claim 2. Go to question 3.

3. Did Plastic Services breach that contract?

ANSWER: yes (write either "Yes" or "No")

If "yes," go to question 4. At least nine of you who answered "yes" to question 3 must also agree on the answer to question 4-7.

If "no," your verdict is for defendants Plastic Services and Fischer as to Claim 2. STOP. Do not answer question 4-7.

4. Did Plastic Services' breach of contract cause damages to Quality Plus?

ANSWER: yes (write either "Yes" or "No")

If "yes," go to question 5. At least nine of you who answered "yes" to question 4 must also agree on the answer to question 5-7.

If "no," your verdict is for defendants Plastic Services and Fischer as to Claim 2. STOP. Do not answer question 5-7.

5. Did Quality Plus make reasonable efforts to minimize its loss?

ANSWER: yes (write either "Yes" or "No")

If "yes," go to question 7. Do not answer question 6.

If "no," go to question 6. At least nine of you who answered "yes" to question 5 must also agree on the answer to question 6-7..

6. What is the amount of the loss caused by Plastics Services' breach of contract that Quality Plus could reasonably have avoided?

ANSWER: \$ _____

Go to question 7.

7. What were Quality Plus' damages resulting from Plastic Services' breach of contract?

ANSWER: \$ 350.00

#350.00

Do not reduce the damages by the amount, if any, from question 6, above, because the court will do this when entering judgment.

DATED: MAY 25, 2016.



Presiding Juror