

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

In re: Wholesale Grocery Products  
Antitrust Litigation

Civil No. 09-MD-2090 ADM/TNL

SPECIAL VERDICT FORM

We, the jury in the above-titled matter, find the following answers to the following questions submitted to us by the Court:

1. Did the Plaintiffs prove that C&S and SuperValu were competitors or potential competitors, and that they entered into an Unwritten Agreement to divide territories and customers along geographic lines which restricted competition more broadly than the Asset Exchange Agreement?

Yes \_\_\_\_\_ No       X      

*If you answer "Yes" to Question 1, answer Question 2.*

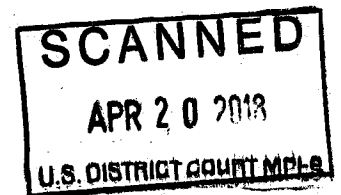
*If you answer "No" to Question 1, have your presiding juror sign and date the form; your Verdict is complete.*

2. Did the Plaintiffs prove that they were injured by the Unwritten Agreement between C&S and SuperValu, that the Unwritten Agreement was a material cause of Plaintiffs' alleged injury, and that Plaintiffs' alleged injury is the type that the antitrust laws were intended to prevent?

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

*If you answer "Yes" to Question 2, answer Question 3,*

*If you answered "No" to Question 2, have your presiding juror sign and date the form; your Verdict is complete.*



3. What is the amount of damages in the form of ABS fee overcharges paid by Plaintiffs as a result of unlawful conduct of C&S for the five classes of grocers?

- a. **Champaign Non-Arbitration Class:** \$ \_\_\_\_\_
- b. **Champaign Arbitration Class:** \$ \_\_\_\_\_
- c. **Green Bay Class:** \$ \_\_\_\_\_
- d. **Hopkins Class:** \$ \_\_\_\_\_
- e. **Pleasant Prairie Class:** \$ \_\_\_\_\_

Date: 19th April 2018

— **SIGNATURE REDACTED**