

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA
CIVIL DIVISION

BENZ RESEARCH AND DEVELOPMENT
CORPORATION, a Florida corporation,

Plaintiff,

v.

CASE NO. 2011-CA-004732-NC

ARMIN EBRAHIMPOUR; MARK'ENNOVY
PERSONALIZED CARE S.L., a foreign
Limited company; and MARK'ENNOVY
PERSONALIZED CARE LTD., a foreign
Limited company, and DEALTFORCE
LIMITED, LTD., a foreign Limited company

Defendants.

VERDICT

VERDICT

We, the jury, return the following verdict:

COUNT 1

1. Breach of Contract Claim against Ebrahimpour for breach of his Employment Agreement.

As to Benz Research's claim for breach of the Employment Agreement against Ebrahimpour, please indicate the amount of damages, if any, proximately caused by Ebrahimpour's Breach of the Employment Agreement.

\$ 12,000

PROCEED TO COUNT 2.

Count 2

2. Tortious Interference with a Contractual Relationship Claim Against Ennovy Spain, Ennovy UK and Dealtforce.

Did Benz Research prove by the greater weight of the evidence that Ennovy Spain, Ennovy UK, and/or Dealtforce, intentionally interfered with the non-disclosure provision of Benz Research's Employment Agreement with Armin Ebrahimpour?

As to Ennovy Spain:

YES NO

As to Ennovy UK:

YES NO

As to Dealtforce:

YES NO

If you answered "NO" for all of the parties, proceed to Count 3; however, if you checked "YES" for any party, then what is the amount of damage Benz Research proved by the greater weight of the evidence that will fairly and adequately compensate Benz Research for the loss or damage that was caused by the intentional interference?

Ennovy Spain: \$ 1,400,000

Ennovy UK: \$ 0

Dealtforce: \$ 0

If you have awarded compensatory damages against any of the Defendants for Tortious Interference, then consider as to each Defendant against whom you awarded compensatory damages:

Under the circumstances of this case, state whether you find by clear and convincing evidence that punitive damages are warranted against:

Ennogy Spain:

_____ YES

_____ NO

Ennogy UK:

_____ YES

_____ NO

Dealtforce:

_____ YES

_____ NO

PROCEED TO COUNT 3.

Count 3

3. Misappropriation of Benz Research's trade secrets against Ebrahimpour, Ennogy Spain, Ennogy UK, and Dealtforce.

State the actual loss, if any, sustained by Benz Research as a result of the misappropriation of Benz Research's trade secrets by Ebrahimpour:

Ebrahimpour: \$ 0

State the total amount of money, if any, by which Ebrahimpour was unjustly enriched as a result of the misappropriation of Benz Research's trade secrets that was not taken into account in computing Benz Research's actual loss:

Ebrahimpour: \$ 65,000

Did Benz Research prove to you by the greater weight of the evidence that Ennogy Spain, Ennogy UK and/or Dealtforce misappropriated Benz Research's trade secrets?

Ennogy Spain:

YES NO

Ennogy UK:

YES NO

Dealtforce:

YES NO

If you answered "NO" for all of the parties above, proceed to Count 4; however, if you answered "YES" for any of Ennogy Spain, Ennogy UK and/or Dealtforce above, state the actual loss, if any, sustained by Benz Research as a result of the misappropriation of Benz Research's trade secrets by each party for whom you answered "YES".

Ennogy Spain: \$ 30,800

Ennogy UK: \$ 0

Dealtforce: \$ 0

If you answered "NO" for all of the parties above, proceed to Count 4; however, if you answered "YES" for any of Ennovy Spain, Ennovy UK and/or Dealtforce above, state the total amount of money, if any, by which each party for whom you answered "YES" was unjustly enriched as a result of the misappropriation of Benz Research's trade secrets that was not taken into account in computing Benz Research's actual loss.

Ennovy Spain: \$ 4,850,000

Ennovy UK: \$ 0

Dealtforce: \$ 0

If answered "NO" for all of the parties above, proceed to Count 4; if you answered "YES" for any party above, indicate whether each such party's misappropriation of Benz Research's trade secrets was "willful and malicious".

Ennovy Spain:

YES

NO

Ennovy UK:

YES

NO

Dealtforce:

YES

NO

PROCEED TO COUNT 4.

Count 4

4. Civil Theft against Ebrahimpour and Ennovy Spain.

As to Benz Research's claim for civil theft against Ebrahimpour and Ennovy Spain, did Benz Research prove, by clear and convincing evidence, that Ebrahimpour and/or Ennovy Spain obtained or used the property of Benz Research with the intent to appropriate, either temporarily or permanently, the property for his own or for Ennovy Spain's own use?

YES NO

If you checked "YES" to Question 4, state the total amount of damages that Benz Research proved, by clear and convincing evidence, were sustained by Benz Research as a result of the civil theft.

\$ 30,800

If you determined that Ebrahimpour is liable for civil theft:

4.A Was Ebrahimpour a director or managerial employee of Ennovy Spain when he committed civil theft?

YES NO

If you checked "YES" for question 4.A , please skip to Question 4.C, otherwise proceed to the next question.

4.B Was Ebrahimpour a non-managerial employee of Ennovy Spain when he committed civil theft?

YES NO

If you checked "NO": to questions 4.A and 4.B, please skip questions 4.C and 4.D and proceed to sign and date the verdict form, otherwise proceed to the next question.

4.C If you determined that Ebrahimpour was a director, managerial employee or non-managerial employee of Ennovy Spain when he committed civil theft, did Ebrahimpour commit the civil theft in the course and scope of his work for Ennovy Spain?

YES NO


If you checked "YES": to questions 4.B and 4.C, please answer question 4.D, otherwise please skip question 4.D and proceed to sign and date the verdict form.

4.D If you determined that Ebrahimpour is liable for civil theft, did the management of Ennovy Spain knowingly condone, ratify, or consent to Ebrahimpour's conduct, or did the management of Ennovy Spain engage in conduct that constituted gross negligence and that contributed to Benz Research's damages?

YES NO

Please sign and date this Verdict form.

So Say We All,

Signed: 
FOREPERSON (Print Name): Elizabeth Miller

Dated: 5/17/17
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