

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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<p>S & L VITAMINS, INC., Plaintiff, - vs. - AUSTRALIAN GOLD, INC., Defendant.</p>	<p>CIVIL ACTION NO. 05-CV-1217 (JS) (MLO) S&L VITAMINS, INC.’S AND LARRY SAGARIN’S PROPOSED <u>VERDICT FORM</u></p>
<p>AUSTRALIAN GOLD, INC., Third Party Plaintiff, - vs. - LARRY SAGARIN AND JOHN DOES 1-10, Third Party Defendants.</p>	

Plaintiff and counterclaim defendant S&L Vitamins, Inc. and counterclaim defendant Larry Sagarin, (jointly “S&L”) hereby respectfully submit their Proposed Verdict Form:

TORTIOUS INTERFERENCE WITH CONTRACT

1. Was there a contract between Australian Gold and _____ (*list specific distributors whose contracts with Australian Gold S&L is alleged to have interfered with, based on the Court's rulings at trial as to admissibility, sufficiency of proof as a matter of law, etc.*) that prohibited _____ from selling Australian Gold Products to anyone other than a retail tanning salon?

Yes _____

No _____

If your answer to this question is No, proceed no further and report to the Court. If your answer to this question is Yes, proceed to the next question.

2. Did S&L know of the existence of the contract between Australian Gold and _____ (*per above*) referred to in (1) above?

Yes _____

No _____

If your answer to this question is No, proceed no further and report to the Court. If your answer to this question is Yes, proceed to the next question.

3. Did _____ (*per above*) breach its contract with Australian Gold by selling Australian Gold Products to anyone other than a retail tanning salon?

Yes _____

No _____

If your answer to this question is No, proceed no further and report to the Court. If your answer to this question is Yes, proceed to the next question.

4. Did S&L's perform an action that was a substantial factor in inducing _____ (*per above*) to breach its / their contract(s) with Australian Gold?

Yes _____

No _____

If your answer to this question is No, proceed no further and report to the Court. If your answer to this question is Yes, proceed to the next question.

5. Did the S&L act with the intent to cause _____(*per above*) to breach its / their contract?

Yes _____

No _____

If your answer to this question is No, proceed no further and report to the Court. If your answer to this question is Yes, proceed to the next question.

6. Were S&L's actions justified?

Yes _____

No _____

If your answer to this question is No, proceed to answer question 11. If your answer to this question is Yes, proceed to the next question.

7. Did S&L act with malice or use wrongful means?

Yes _____

No _____

If your answer to this question is No, proceed no further and report to the Court. If your answer to this question is Yes, proceed to the next question.

8. Did S&L act with the sole purpose of injuring Australian Gold?

Yes _____

No _____

If your answer to this question is No, proceed no further and report to the Court. If your answer to this question is Yes, proceed to the next question.

9. Did S&L act with substantially any other purpose other than to benefit itself financially?

Yes _____

No _____

If your answer to this question is No, proceed to answer question 11. If your answer to this question is Yes, proceed to the next question.

10. State the amount of Australian Gold damages, if any, sustained as a result of S&L's conduct.

Actual Damages: \$ _____

TRADEMARK INFRINGEMENT

12. Did S&L use AG's trademarks, set forth in the list attached to this verdict sheet as Exhibit A, in commerce in connection with the sale, offering for sale, distribution, or advertising of goods?

Answer "Yes" or "No" on Exhibit A as to each trademark.

If your answer to this question is No, proceed no further and report to the Court. If your answer to this question is Yes, proceed to the next question.

13. Is S&L's use of defendant's AG's trademarks likely to cause confusion, mistake, or to deceive consumers as to the source of the goods sold by S&L?

Answer "Yes" or "No" on Exhibit A as to each trademark.

If your answer to this question is No, proceed no further and report to the Court. If your answer to this question is Yes, proceed to the next question.

14. State the amount of the AG's damages, if any, sustained as a result of S&L's conduct as to each trademark on Exhibit A you find to have been infringed in question (13).

Dated: New York, New York
January 11, 2009

Respectfully submitted,

GOETZ FITZPATRICK LLP

By: _____/s/_____

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