

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF GENESEE

**VIP CUSTOMS BROKERAGE SERVICES,
INC.;** a Michigan corporation, et al,

Plaintiffs/Counter-Defendants,

vs.

Case No.: 02-72517-CK

ADESA IMPORTATION SERVICES, INC.;
a Michigan corporation, et al,

Defendants/Counter-Plaintiffs.

VERDICT

We, the jury, find as follows:

I. Claims by Plaintiff Johnny Cooper against Defendant Adesa Corporation.

A. Operations Agreement.

1. Do you find that Plaintiff Johnny Cooper and Defendant Adesa had an agreement regarding the operation of Adesa Importation Services, including its capital needs?

 X Yes No

If your answer is NO, go to Question 5.

2. If your answer to Question 1 is YES, did Defendant Adesa breach that agreement?

 X Yes No

If your answer is NO, go to Question 5.

3. If your answer to Questions 1 and 2 is YES, did Johnny Cooper suffer damages?

Yes No

If your answer is NO, go to Question 5.

4. State the amount of damages suffered by Plaintiff Johnny Cooper.

\$ 5,805,834.00

B. Online Speedometer.

5. Do you find that Defendant Adesa made a clear and definite promise to Plaintiff Johnny Cooper that it would use Online Speedometer if its prices were at market rates and that Johnny Cooper relied on that promise in buying Online?

Yes No

If your answer is NO, go to Question 9.

6. If your answer to Question 5 is YES, do you find that Defendant Adesa breached that promise?

Yes No

If your answer is NO, go to Question 9.

7. If your answer to Questions 5 and 6 is YES, did Johnny Cooper suffer damages?

_____ Yes _____ No

If your answer is NO, go to Question 9.

8. State the amount of damages suffered by Plaintiff Johnny Cooper.

\$ _____ 0 _____

C. Port Huron Property.

9. Do you find that Plaintiff Johnny Cooper and Defendant Adesa had an agreement that Defendant Adesa would enter into a long term lease if Plaintiff Johnny Cooper purchased the property in Port Huron?

_____ Yes _____ X _____ No

If your answer is NO, go to Question 13.

10. If your answer to Question 9 is YES, did Defendant Adesa breach its agreement with Plaintiff Johnny Cooper regarding the purchase of the Port Huron property?

_____ Yes _____ No

If your answer is NO, go to Question 13.

11. If your answer to Questions 9 and 10 is YES, did Johnny Cooper suffer damages?

_____ Yes _____ No

If your answer is NO, go to Question 13.

12. State the amount of damages suffered by Plaintiff Johnny Cooper.

\$ 0

II. Claims By Defendant Adesa Corporation and AIS against Plaintiff Johnny Cooper.

13. Do you find that Johnny Cooper had a fiduciary duty to Adesa or AIS and that he breached that duty by diverting AIS opportunities for his own personal benefit or that he failed to act with the care of an ordinary prudent person in a like position would exercise under similar circumstances?

X Yes

_____ No

14. Do you find that Johnny Cooper breached his confidentiality and non-compete agreement with Adesa or AIS?

X Yes

_____ No

15. Do you find that Johnny Cooper committed fraud against Adesa or AIS by failing to disclose facts to Adesa that would create a false impression regarding the actual business operations of AIS upon which Adesa or AIS relied?

X Yes

_____ No

16. Do you find that Johnny Cooper converted personal property by taking possession without authority for his or others personal use which belonged to Adesa or AIS?

_____ Yes X No

If your answer to Question 13 or 14 or 15 or 16 is YES, answer Question 17. If your answer to all of those Questions is NO, do not answer Question 17.

17. If your answer to Questions 13, 14, 15 or 16 is YES, state the amount of damages suffered by Adesa.

\$ 69,136.00

Buffy W. Heath

Jury Foreperson

JUNE
Dated: ~~May~~ 1 , 2004