

6/12

ORIGINAL

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

SYNECTIC VENTURES I, LLC, et al.,)	
)	
Plaintiffs,)	Case No. 0512-13245
)	
vs.)	VERDICT FORM
)	
CRAIG L. BERKMAN and ARTHUR)	
ANDERSEN, LLP, et al.,)	
)	
Defendants.)	
)	
)	
)	
)	

At least the same nine jurors must agree to the answers for each of the questions that you answer relating to the Berkman Defendants. At least the same nine jurors must agree to the answers for each of the questions that you answer relating to Arthur Andersen.

Unless otherwise stated, "plaintiffs" refers to Synectic Ventures I, LLC (Fund I), Synectic Ventures II, LLC (Fund II), Synectic Ventures III, LLC (Fund III, formerly known as Fund IIA), bcIMC, Levrick Limited, and 3536297 Canada, Inc. When used separately "bcIMC" refers to bcIMC, Levrick Limited, and 3536297 Canada, Inc.

Unless otherwise stated, "Berkman Defendants" refers to Craig L. Berkman, Synectic Ventures Management I, Inc. (also known as CBC, Inc.), Synectic Ventures Management II, Inc. (also known as CBC, Inc. II), Synectic Ventures Management III, Inc. (also known as CBC, Inc. III), and Synectic Asset Management, Inc. (also known as Craig Berkman & Associates, Inc.). In questions that do not include Craig Berkman personally, these defendants are referred to as the Berkman Corporations.

"Sent to Docketing on 6/16/08"

PBG / JKL / CMM / JAW /
NKP / RT / MJK / LFE / LS
Date: 6/16, 2008

These entities are referred to collectively for ease of reference. If your answer to a particular question requires different responses for different plaintiffs or defendants, please give a separate answer for each one.

We, the jury, find:

I. Claims Against Berkman Defendants.

1. Did the "Berkman Defendants" convert plaintiffs' money in one or more of the ways that plaintiffs claim, and, if so, was it a cause of damage to plaintiffs?

ANSWER: YES (Yes or No)

If your answer to question 1 is "No," your verdict is for the Berkman Defendants on the conversion claim. Proceed to question 2.

2. Did the Berkman Defendants breach a fiduciary duty owed to plaintiffs in one or more of the ways plaintiffs claim, and, if so, was it a cause of damage to plaintiffs?

ANSWER: YES (Yes or No)

If your answer to question 2 is "No," your verdict is for the Berkman Defendants on the breach of fiduciary duty claim. Proceed to question 3.

3. Were the Berkman Defendants negligent in one or more of the ways plaintiffs claim, and, if so, was it a cause of damage to plaintiffs?

ANSWER: YES (Yes or No)

If your answer to question 3 is "No," your verdict is for the Berkman Defendants on the negligence claim. Proceed to question 4.

4. Did the Berkman Defendants make a negligent misrepresentation in one or more of the ways plaintiffs claim, and, if so, was it a cause of damage to plaintiffs?

ANSWER: YES (Yes or No)

If your answer to question 4 is "No," your verdict is for the Berkman Defendants on the negligent misrepresentation claim. Proceed to question 5.

5. Did the Berkman Corporations breach a contract with plaintiffs in one or more of the ways plaintiffs claim, and, if so, was it a cause of damage to plaintiffs?

ANSWER: YES (Yes or No)

If your answer to question 5 is "No," your verdict is for the Berkman Corporations on the breach of contract claim. Proceed to question 6.

6. Did the Berkman Corporations breach an implied covenant of good faith and fair dealing with plaintiffs in one or more of the ways plaintiffs claim, and, if so, was it a cause of damage to plaintiffs?

ANSWER: YES (Yes or No)

If your answer to question 6 is "No," your verdict is for the Berkman Corporations on the claim for breach of the implied covenant of good faith and fair dealing.

7. Did the Berkman Corporations breach a contract to provide bcIMC with audited financial statements?

ANSWER: YES (Yes or No)

If your answer to question 7 is "No," your verdict is for the Berkman Corporations on the claim for breach of contract to provide bcIMC with audited financial statements.

If you answered "No" to all of the above questions 1 - 7, your verdict is for the Berkman Defendants. You should proceed to question 11.

If you answered "Yes" to any one of the above questions, proceed to question 8. At least the same nine jurors who answered "Yes" to any of the above questions must also agree on the answers to any of questions 8 – 10 in which you award damages.

8. What are the plaintiffs' money damages, if any, caused by the Berkman Defendants' conversion, breach of fiduciary duty, negligence, and/or negligent misrepresentation?

ANSWER for Fund I:

Money Taken by the Berkman Defendants: \$ 73,724.00

Craig Berkman & Associates Management Fees: \$ 500,000.00

Arthur Andersen Fees: \$ 34,526.00

Money Invested in GeoTrust: \$ 1,200,000.00

Payments to Funds IV & V: \$ 1,000,000.00

ANSWER for Fund II:

Money Taken by the Berkman Defendants: \$ 1,950,000.00

Craig Berkman & Associates Management Fees: \$ 1,175,000.00

Arthur Andersen Fees: \$ 20,321.00

Money Invested in GeoTrust: \$ 2,125,000.00

Payments to Funds IV & V: \$ Ø

ANSWER for Fund III (II-A):

Money Taken by the Berkman Defendants: \$ 3,378,492.00

Craig Berkman & Associates Management Fees: \$ 500,000.00

Arthur Andersen Fees: \$ 12,898.00

Money Invested in GeoTrust: \$ 2,250,000.00

Payments to Funds IV & V: \$ 750,000.00

(The total money damage awarded in question 8 may not exceed \$43,016,889.)

Proceed to question 9.

9. What are the plaintiffs' money damages, if any, caused by the Berkman Corporations' breach of contract and/or breach of the implied covenant of good faith and fair dealing?

ANSWER for Fund I

Money Taken by the Berkman Defendants: \$ 36,862.00

Craig Berkman & Associates Management Fees: \$ 250,000.00

Arthur Andersen Fees: \$ 17,263.00

Money Invested in GeoTrust: \$ 600,000.00

Payments to Funds IV & V: \$ 500,000.00

ANSWER for Fund II:

Money Taken by the Berkman Defendants: \$ 975,000.00

Craig Berkman & Associates Management Fees: \$ 875,000.00

Arthur Andersen Fees: \$ 10,160.00

Money Invested in GeoTrust: \$ 1,062,500.00

Payments to Funds IV & V: \$ 0:

ANSWER for Fund III (II-A):

Money Taken by the Berkman Defendants: \$ 1,689,246.00

Craig Berkman & Associates Management Fees: \$ 250,000.00

Arthur Andersen Fees: \$ 6,449.00

Money Invested in GeoTrust: \$ 1,125,000.00

Payments to Funds IV & V: \$ 375,000.00

(The total money damage awarded in question 9 may not exceed \$43,016,889.)

Proceed to question 10.

10. What are the money damages the Berkman Defendants caused bcIMC?

ANSWER: \$ 6,647.81

(The total money damage awarded in question 10 may not exceed \$19,943.44.)

Proceed to question 11.

II. Claims Against Arthur Andersen

11. Did Arthur Andersen breach a contract with plaintiffs in one or more of the ways plaintiffs claim, and, if so, was it a cause of damage to plaintiffs?

ANSWER: YES (Yes or No)

If your answer to question 11 is "No," your verdict is for Arthur Andersen on the breach of contract claim. Proceed to question 12.

12. Was Arthur Andersen negligent in one or more of the ways plaintiffs claim, and, if so, was it a cause of damage to plaintiffs?

ANSWER: YES (Yes or No)

If your answer to question 12 is "No," your verdict is for Arthur Andersen on the negligence claim. Proceed to question 13.

13. Did Arthur Andersen commit fraud in one or more of the ways plaintiffs claim, and, if so, was it a cause of damage to plaintiffs?

ANSWER: YES (Yes or No)

If your answer to question 13 is "No," your verdict is for Arthur Andersen on the fraud claim. Proceed to question 14.

14. Is Arthur Andersen liable to plaintiffs for negligent misrepresentation, and, if so, was the negligent misrepresentation a cause of damage to plaintiffs?

ANSWER: YES (Yes or No)

If your answer to question 14 is "No," your verdict is for Arthur Andersen on the negligent misrepresentation claim.

If you answered "No" to all of the above questions 11 - 14, your verdict is for Arthur Andersen on those claims, and you should proceed to question 16.

If you answered "Yes" to any of questions 11 - 14, proceed to question 15. At least the same nine jurors who answered "Yes" to any of questions 11 - 14 must also agree on the answer to question 15.

15. What are plaintiffs' money damages, if any, caused by Arthur Andersen?

ANSWER for Synectic Ventures I:

Money Taken by the Berkman Defendants: \$ 135,000.00

Craig Berkman & Associates Management Fees: \$ 800,000.00

Arthur Andersen Fees: \$ 69,053.00

Money Invested in EVI: \$ Ø

Money Invested in Puriponics: \$ 501,710.00

Payments to Funds IV & V: \$ 1,273,093.00

ANSWER for Synectic Ventures II:

Money Taken by the Berkman Defendants: \$ 3,500,000.00

Craig Berkman & Associates Management Fees: \$ 2,500,000.00

Arthur Andersen Fees: \$ 40,643.00

Money Invested in EVI: \$ Ø

Money Invested in Puriponics: \$ 4,226,024.00

Payments to Funds IV & V: \$ Ø

ANSWER for Synectic Ventures III (II-A):

Money Taken by the Berkman Defendants: \$ 5,500,000.00

Craig Berkman & Associates Management Fees: \$ 680,000.00

Arthur Andersen Fees: \$ 25,796.00

Money Invested in EVI: \$ Ø

Money Invested in Puriponics: \$ 3,023,611.00

Payments to Funds IV & V: \$ 1,275,243.00

ANSWER for bcIMC:

Travel Expenses: \$ 6,647.81

(The total money damage awarded to Synectic Funds I, II and III (II-A) in question 15 may not exceed \$29,273,163.)

Proceed to question 16.

III. Restatement Section 876

16. Is Arthur Andersen liable for wrongful conduct of the Berkman defendants under Restatement Section 876(a)?

ANSWER: YES (Yes or No)

If your answer to question 16 is "No," your verdict is for Arthur Andersen with regard to liability under Restatement Section 876(a).

Proceed to question 17.

17. Is Arthur Andersen liable for wrongful conduct of the Berkman defendants under Restatement Section 876(b)?

ANSWER: YES (Yes or No)

If your answer to question 17 is "No," your verdict is for Arthur Andersen with regard to liability under Restatement Section 876(b).

Proceed to question 18.

18. Is Arthur Andersen liable for wrongful conduct of the Berkman defendants under Restatement Section 876(c)?

ANSWER: YES (Yes or No)

If your answer to question 18 is "No," your verdict is for Arthur Andersen with regard to liability under Restatement Section 876(c).

If you answered "No" to all of the above questions 16 - 18, your verdict is for Arthur Andersen with regard to liability for the wrongful conduct of the Berkman defendants under Restatement Section 876. You should proceed to question 20.

If you answered "Yes" to any one of the above questions 16 - 18, proceed to question 19. At least the same nine jurors who answered "Yes" to any of the above questions must also agree on the answer to question 19.

19. What are the plaintiffs' money damages, if any, caused by the Berkman Defendants' wrongful conduct for which Andersen is liable under Restatement Section 876?

ANSWER for Fund I:

Money Taken by the Berkman Defendants: \$ 36,862.00

Craig Berkman & Associates Management Fees: \$ 250,000.00

Arthur Andersen Fees: \$ 17,263.00

Money Invested in GeoTrust: \$ 600,000.00

Payments to Funds IV & V: \$ 500,000.00

ANSWER for Fund II:

Money Taken by the Berkman Defendants: \$ 975,000.00

Craig Berkman & Associates Management Fees: \$ 875,000.00

Arthur Andersen Fees: \$ 10,160.00

Money Invested in GeoTrust: \$ 1,062,500.00

Payments to Funds IV & V: \$ 0

ANSWER for Fund III (II-A):

Money Taken by the Berkman Defendants: \$ 1,689,246.00

Craig Berkman & Associates Management Fees: \$ 250,000.00

Arthur Andersen Fees: \$ 6,449.00

Money Invested in GeoTrust: \$ 1,125,000.00

Payments to Funds IV & V: \$ 375,000.00

(The total money damage awarded for the Funds may not exceed \$43,016,889.)

ANSWER for bcIMC:

Travel Expenses: \$ 6,647.81

(The total money damage awarded for bcIMC may not exceed \$19,943.44.)

Proceed to question 20.

IV. Punitive Damages

20. Should punitive damages be awarded against the Berkman Defendants?

ANSWER: YES (Yes or No)

Proceed to question 21.

21. Should punitive damages be awarded against Defendant Arthur Andersen?

ANSWER: YES (Yes or No)

Proceed to question 22.

V. Defenses

22. Were plaintiffs negligent in one or more of the ways claimed by the Berkman Defendants or Arthur Andersen, and, if so, was plaintiffs' negligence a cause of damage to themselves?

ANSWER: NO (Yes or No)

If your answer to question 22 is "Yes," your verdict is for the defendants on the negligence and negligent misrepresentation claims. Proceed to question 23.

23. Are the plaintiffs' claims for breach of contract and breach of the implied covenant of good faith and fair dealing against the Berkman Corporations, and plaintiffs' claims for conversion against the Berkman Defendants barred by the six-year statute of limitation?

ANSWER: NO (Yes or No)

If your answer to question 23 is "Yes," your verdict is for the above defendants on the claims for breach of contract, breach of the implied covenant of good faith and fair dealing, and conversion. Proceed to question 24.

24. Are the plaintiffs' claims against the Berkman Defendants for breach of fiduciary duty, negligence, and negligent misrepresentation barred by the two-year statute of limitation?

ANSWER: NO (Yes or No)

If your answer to question 24 is "Yes," your verdict is for the Berkman Defendants on the

claims for breach of fiduciary duty, negligence, and negligent misrepresentation. Proceed to question 25.

25. Are the plaintiffs' claims for breach of contract, professional negligence, negligent misrepresentation, fraud, and Section 876 liability against Defendant Arthur Andersen barred by the two-year statute of limitation?

ANSWER: NO (Yes or No)

If your answer to question 25 is "Yes," your verdict is for Defendant Arthur Andersen. Proceed to question 26.

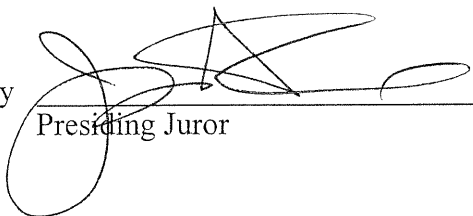
26. Were plaintiffs *in pari delicto* with Arthur Andersen?

ANSWER: NO (Yes or No)

If your answer to question 26 is "Yes," your verdict is for Arthur Andersen on the claims for professional negligence, negligent misrepresentation, and fraud.

The presiding juror should sign and date this form.

DATED: JUNE 12, 2008

By  _____
Presiding Juror