

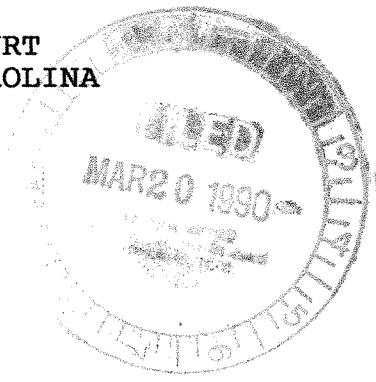
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ENTERED ON DOCKET
R. 79 (a)

MAR 20 1990

BY: Os

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
DURHAM DIVISION



LIGGETT GROUP, INC.,)
)
Plaintiff,)
)
v.)
)
BROWN & WILLIAMSON TOBACCO)
CORPORATION,)
)
Defendant.)

CIVIL NO. C-84-617-D

J U D G M E N T

This civil action came on for trial before the court and a jury during the session of court beginning July 10, 1989, and the issues having been duly tried and answered by the jury as follows:

1. Did Brown & Williamson engage in price discrimination that had a reasonable possibility of injuring competition in the cigarette market as a whole in the United States?

Yes
(Yes or No)

2. If so, did Liggett Group, Inc., suffer injury to its business or property as a result of such price discrimination?

Yes
(Yes or No)

3. Did Brown & Williamson engage in price discrimination in good faith with the intention to meet, but not beat, the equally low net prices of Liggett Group, Inc.?

No
(Yes or No)

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4. What amount of damages, if any, is Liggett Group, Inc., entitled to recover from Brown & Williamson as a result of Brown & Williamson's violation of the Robinson-Patman Act?

(Do not consider this issue unless you have answered "Yes" to both Issues 1 and 2, and "No" to Issue 3.)

\$49,600,000.00
(Amount)

5. Did Brown & Williamson violate the United States Trademark Act by infringing Liggett Group, Inc.'s quality seal trademark?

No
(Yes or No)

6. Did Brown & Williamson violate the North Carolina common law of trademarks by infringing Liggett Group, Inc.'s quality seal trademark?

No
(Yes or No)

7. Did Brown & Williamson violate the North Carolina common law of unfair competition by infringing Liggett Group, Inc.'s quality seal trademark?

No
(Yes or No)

8. Did Brown & Williamson intend to infringe Liggett Group, Inc.'s quality seal trademark?

No
(Yes or No)

9. Were consumers actually confused by Brown & Williamson's infringement of Liggett Group, Inc.'s quality seal trademark?

No
(Yes or No)

10. What amount, if any, is Liggett Group, Inc., entitled to recover from Brown & Williamson as compensatory damages for Brown & Williamson's infringement of Liggett Group, Inc.'s quality seal trademark?

\$ 0.00
(Amount)

11. What amount, if any, is Liggett Group, Inc., entitled to recover from Brown & Williamson as punitive damages for violation of the North Carolina common law of trademarks or unfair competition?

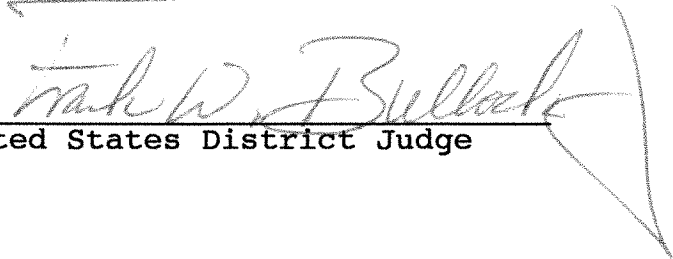
(Do not consider this issue unless you have answered Issue 6 or 7 "Yes" and have awarded compensatory damages in Issue 10.)

\$ _____
(Amount)

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED that Plaintiff Liggett Group, Inc., have and recover of Defendant Brown & Williamson Tobacco Corporation the sum of ONE HUNDRED FORTY-EIGHT MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$148,800,000.00), which represents Forty-Nine Million Six Hundred Thousand (\$49,600,000.00) trebled pursuant to 15 U.S.C. § 15(a); and

IT IS FURTHER ORDERED AND ADJUDGED that Plaintiff Liggett Group, Inc., have and recover of Defendant Brown & Williamson Tobacco Corporation post-judgment interest from the date of entry of this judgment, as provided by law under 28 U.S.C. § 1961(a); and

IT IS FURTHER ORDERED AND ADJUDGED that Plaintiff Liggett Group, Inc., have and recover of Defendant Brown & Williamson Tobacco Corporation its cost of suit, including a reasonable attorney's fee, as provided by law under 15 U.S.C. § 15(a), the amount of which shall be determined in a later collateral proceeding before this court.


United States District Judge

March 20 , 1990