

22 JUN 1981

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLORADO

Civil Action No. 79-Z-1012

ASPEN HIGHLANDS SKIING CORPORATION, )  
 a Colorado corporation, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 ASPEN SKIING CORPORATION, a )  
 Delaware corporation, BUTTERMILK )  
 MOUNTAIN SKIING CORPORATION, a )  
 Colorado corporation, and )  
 SNOWMASS SKIING CORPORATION, )  
 a Colorado corporation, )  
 )  
 Defendants. )

SPECIAL INTERROGATORIES  
TO THE JURY

We, the Jury, hereby answer these Special Interrogatories as follows:

I. MONOPOLIZATION:

A. Relevant Market

1. Product Market: What do you find to be the relevant product market in this case? (Check one)

- (a) Downhill skiing at destination ski resorts
- (b) Downhill skiing services in Aspen including multi-area, multi-day lift tickets.
- (c) Other \_\_\_\_\_  
(Describe)

2. Do you find that there is a relevant product sub-market?

- Yes
- No

3. If your answer to Question 2 is yes, identify the relevant product sub-market.

*DOWNHILL SKIING SERVICES IN ASPEN INCLUDING MULT-AREA, MULTI-DAY LIFT TICKETS.*

4. Geographic Market: What do you find to be the relevant geographic market?

- North America
- Aspen Area
- Other \_\_\_\_\_  
(Describe)

5. Do you find there is a relevant geographic sub-market?

- Yes
- No

6. If the answer to Question 5 is yes, identify the relevant geographic sub-market.

CMC ASPEN, COCONINO ASPEN AREA

B. Monopoly Power: Do you find by a preponderance of the evidence that during the years 1977 through 1981 the defendants possessed monopoly power, that is, the power to control prices in the relevant market or sub-market or to exclude competition from the relevant market or sub-market?

Yes  
 No

If your answer to the preceding question is "yes," proceed to Question I.C. If your answer to the preceding question is "no," proceed to Question II.

C. Willful Acquisition, Maintenance or Use of Monopoly Power: Do you find by a preponderance of the evidence that the defendants willfully acquired, maintained or used monopoly power by anticompetitive or exclusionary means or for anticompetitive or exclusionary purposes, rather than primarily as a consequence of a superior product, superior business sense, or historic accident?

Yes  
 No

If your answer to the preceding question is "yes," proceed to Question I.D. If your answer to the preceding question is "no," proceed to Question II.

D. Damages:

Do you find by a preponderance of the evidence that the plaintiff suffered injury in its business as a direct result of the defendants' willful acquisition, maintenance or use of monopoly power?

Yes  
 No

II. CONTRACT, COMBINATION OR CONSPIRACY IN RESTRAINT OF TRADE:

A. Contract, Combination or Conspiracy:

1. Do you find by a preponderance of the evidence that the defendants contracted, combined or conspired with some other person or entity not a party to this case to accomplish some unlawful purpose or to accomplish some lawful purpose by unlawful means?

\_\_\_\_\_ Yes  
 No

If the answer to the preceding question is "yes," proceed to Question II.A.2. and then to Question II.B. If your answer to the preceding question is "no," proceed to the signature block below and sign and date these Special Interrogatories.

2. Indicate below the name of the person or entity with whom you find that the defendants agreed to accomplish some unlawful purpose or to accomplish some lawful purpose by unlawful means.
- \_\_\_\_\_
- \_\_\_\_\_

- B. Anticompetitive Effects: Do you find by a preponderance of the evidence that any contract, combination, or conspiracy constituted an unreasonable restraint of trade?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

If your answer to the preceding question is "yes," proceed to Question II.C. If your answer to the preceding question is "no," proceed to the signature block and sign and date these Special Interrogatories.

C. Damages:

Do you find by a preponderance of the evidence that the plaintiff suffered injury in its business as a direct result of any contract, combination or conspiracy?

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

III. AMOUNT OF DAMAGES:

If your answer to Question I.D., or II.C., or both, is "yes," indicate below the dollar amount of such actual damages, if any, to which you find by a preponderance of the evidence that the plaintiff is entitled.

\$ 2,500,000.00

Respectfully submitted,

DATED:

June 18, 1981

C. Alan Holt  
Foreperson of the Jury