

Take it From a Minnesota Jury.....Caveat Emptor

State of Minnesota, County of Hennepin, 4th Judicial District, Court File No: 27-CV-14-15139

Among the jury findings.....

With regard to David Dourgarian, CEO *TempWorks Software*:

Did Defendant David Dourgarian make statements regarding Staffing Specifix's business, trade or profession? YES

Were the statements regarding Staffing Specifix's business, trade or profession false? YES

Were the statements regarding Staffing Specifix's business, trade or professional communicated to a third party? YES

Were the statements regarding Staffing Specifix's business, trade or profession the type that tend to injure its credit, property or business? YES

With regard to Mari Kautzman, COO *TempWorks Software*:

Did defendant Mari Kautzman make statements regarding Staffing Specifix's business, trade or profession? YES

Were the statments regarding Staffing Specifix's business, trade or profession false? YES

With regard to (TempWorks Management):

Did Defendant TempWorks Management Services make statements regarding Staffing Specifix's business, trade or profession? YES

Were the statements regarding Staffing Specifix's business, trade or profession false? YES

Were the statements regarding Staffing Specifix's business, trade or professional communicated to a third party? YES

Were the statements regarding Staffing Specifix's business, trade or profession the type that tend to injure its credit, property or business? YES

With regard to the issue of malice:

Were the statements made by David Dourgarian made upon a proper occasion, from a proper motive, and based upon reasonable or probable cause? NO

Were the statements made by David Dourgarian made with actual malice? YES

Were the statements made by TempWorks Management Services made upon a proper occasion, from a proper motive, and based upon reasonable or probable cause? NO

Were the statements made by TempWorks Management Services made with actual malice? YES

All of this because a client simply found an option that was more financially feasible and gave proper notice of an intent to not renew the contract.