

STATE OF MAINE  
Cumberland, ss.

BUSINESS AND CONSUMER DOCKET  
Docket No. BCD-WB-CV-09-39

L.L. BEAN, INC. )  
 )  
Plaintiff/Counterclaim Defendant )  
 )  
v. )  
 )  
WORCESTER RESOURCES, INC. )  
 )  
Defendant/ Counterclaim Plaintiff )

CORRECTION TO ORDER

On its own motion pursuant to M.R. Civ. P. 60(a), the court hereby issues a corrected page 77 to the February 17, 2012 Decision and Order. The correction is to the dollar amount and description in the last bulleted paragraph and footnote—the dollar figure in the original Decision and Order mistakenly omits the awards to Worcester for direct ship fees and components, and therefore is corrected to reflect the full amount of the judgment granted to Worcester on Count III of \$961,810.56, exclusive of interest.

Pursuant to M.R. Civ. P. 79(a), the clerk is hereby directed to incorporate this order by reference in the docket.

Dated 21 February 2012



A. M. Horton  
Justice, Business and Consumer Court

Entered on the Docket: 2.21.12  
Copies sent via Mail  Electronically

330) From this figure are deducted the following:

- \$150,000 for brush savings
- \$338,911 in savings through re-use of components to which L.L. Bean was contractually committed
- \$149,158 in saved labor costs
- \$33,000 in saved payroll taxes and workers compensation premiums
- \$85,538 in chargebacks for the 271,554 items shipped in 2008
- \$17,554 in probable chargebacks on the 74,085 unfinished items

331) The total of these deductions is \$774,161, higher than Morrill Worcester's rough calculation of \$646,000 in "avoided costs," (Ex. 143), presumably because it includes items that he did not include, but still less than L.L. Bean suggests.

332) Deducting \$774,161 from \$1,735,971.56 yields \$961,810.56. Judgment shall be entered for Worcester in that net amount.

333) Applied to the parties' pleadings, the foregoing analysis results in the following:

- The sole count of L.L. Bean's complaint is for a declaratory judgment. The findings of fact and conclusions of law contained in this Decision and Judgment represent the court's grant of declaratory relief, as requested. Worcester's answer joins in the request.
- Count I, II, III and IV of Worcester's amended counterclaim are all claims for breach of contract.
- Count I relates to the 344,725 units in the initial purchase orders. Count II relates to the 44,939 items that were the subject of the September 22, 2008 purchase orders. Count III is for the entire purchase order quantity of 389,664 items. Worcester is entitled to judgment on Count III in the amount of \$961,810.56 (the balance on the purchase orders, plus the award for components and "direct ship fees",<sup>10</sup> minus L.L.

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<sup>10</sup> None of Worcester's four breach of contract counts alludes specifically to the "direct ship fee" claim or to components. However, the combination of L.L. Bean's request for declaratory relief on all issues and the fact that the "direct ship fee" and components were in contention, as an addition to Worcester's claim for purchase order amounts