

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

G+ COMMUNICATIONS, LLC,

Plaintiff,

v.

SAMSUNG ELECTRONICS CO., LTD. and
SAMSUNG ELECTRONICS AMERICA,
INC.,

Defendants.

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CIVIL ACTION NO. 2:22-CV-00078-JRG

VERDICT FORM

In answering the following questions and completing this Verdict Form, you are to follow all the instructions that I have given you in the Court's Final Jury Instructions. Your answers to each question must be unanimous. Some of the questions contain legal terms that are defined and explained in detail in the Final Jury Instructions. You should refer to and consider the Final Jury Instructions as you answer the questions in this Verdict Form.

As used herein, the following terms have the following meanings:

- “**Plaintiff**” or “**G+**” refers to Plaintiff G+ Communications, LLC.
- “**Defendants**” or “**Samsung**” refers to Defendants Samsung Electronics Co., Ltd., and Samsung Electronics America, Inc.
- The “**’776 Patent**” refers to U.S. Patent No. 8,761,776.
- The “**’130 Patent**” refers to U.S. Patent No. 10,736,130.
- The “**’443 Patent**” refers to U.S. Patent No. 10,564,443.
- The “**Asserted Patents**” refers collectively to the ’776 Patent, the ’130 Patent, and the ’443 Patent.
- The “**Asserted Claims**” refers collectively to Claims 1 and 2 of the ’776 Patent, Claim 20 of the ’130 Patent, and Claim 10 of the ’443 Patent.

**IT IS VERY IMPORTANT THAT YOU FOLLOW THE
INSTRUCTIONS PROVIDED IN THIS VERDICT FORM**

**READ THEM CAREFULLY AND ENSURE THAT YOUR
VERDICT COMPLIES WITH THEM**

QUESTION NO. 1a:

Did G+ prove by a preponderance of the evidence that Samsung infringed Claim 1 and/or Claim 2 of the '**776 Patent**?

Yes: ✓ **OR** No:

QUESTION NO. 1b:

Did G+ prove by a preponderance of the evidence that Samsung infringed Claim 20 of the '**130 Patent**?

Yes: ✓ **OR** No:

QUESTION NO. 1c:

Did G+ prove by a preponderance of the evidence that Samsung infringed Claim 10 of the '**443 Patent**?

Yes: **OR** No: ✓

QUESTION NO. 2:

Did Samsung prove by clear and convincing evidence that ANY of the following Asserted Claims involve only technologies and activities that, both alone and in combination, were **well-understood, routine, and conventional** from the perspective of a person of ordinary skill in the art as of the priority date of the Asserted Patents?

Answer “Yes” or “No” for **EACH** of the Asserted Claims listed below.

Claim 1 of the '776 Patent	Yes: _____	OR	No: <u>✓</u>
Claim 2 of the '776 Patent	Yes: _____	OR	No: <u>✓</u>
Claim 10 of the '443 Patent	Yes: <u>✓</u>	OR	No: _____

QUESTION NO. 3:

Did Samsung prove by clear and convincing evidence that ANY of the following Asserted Claims are **invalid** as **anticipated, obvious, and/or lacking adequate written description**?

Answer "Yes" or "No" for **EACH** of the Asserted Claims listed below.

Claim 1 of the '776 Patent	Yes: _____	OR	No: <u>✓</u>
Claim 2 of the '776 Patent	Yes: _____	OR	No: <u>✓</u>
Claim 10 of the '443 Patent	Yes: _____	OR	No: <u>✓</u>
Claim 20 of the '130 Patent	Yes: _____	OR	No: <u>✓</u>

If you answered NO on Question Nos. 1a, 1b AND, 1c, then DO NOT answer Question Nos. 4a – 4d.

Answer Question Nos. 4a – 4d ONLY as to any Asserted Claim that you have found to be infringed (see Question Nos. 1a, 1b, and 1c), AND not ineligible (see Question No. 2), AND not invalid (see Question No. 3).

QUESTION NO. 4a:

What sum of money, if paid now in cash, do you find by a preponderance of the evidence would fairly and reasonably compensate G+ for Samsung's infringement of the '776 Patent?

Answer in United States Dollars and Cents, if any:

\$ 45,000,000.00

QUESTION NO. 4b:

What sum of money, if paid now in cash, do you find by a preponderance of the evidence would fairly and reasonably compensate G+ for Samsung's infringement of the '130 Patent?

Answer in United States Dollars and Cents, if any:

\$ 22,500,000.00

QUESTION NO. 4c:

What sum of money, if paid now in cash, do you find by a preponderance of the evidence would fairly and reasonably compensate G+ for Samsung's infringement of the '**443 Patent**?

Answer in United States Dollars and Cents, if any:

\$ - 0 -

QUESTION NO. 4d:

Are the reasonable royalties that you found in Question Nos. 4a – 4c **Running Royalties** for past sales only or one-time **Lump Sums** for past and future sales?

Running royalties ✓ **OR** Lump sum royalties

Regardless of how you answered all prior questions, please proceed to answer Question Nos. 5 – 8.

QUESTION NO. 5:

Did Samsung prove by a preponderance of the evidence that **G+** **breached** its **FRAND** obligation by failing to offer a license to the Asserted Patents to Samsung that was fair, reasonable, and non-discriminatory, and by failing to act in good faith regarding negotiations with Samsung as to a **FRAND** license covering the Asserted Patents?

Yes: _____ **OR** No: ✓

Answer Question No. 6 ONLY IF you answered YES to Question No. 5.

QUESTION NO. 6:

What sum of money, if any, has Samsung proven by a preponderance of the evidence would compensate it for G+'s breach of its FRAND obligation?

Answer in United States Dollars and Cents, if any:

\$ _____

QUESTION NO. 7:

Did G+ prove by a preponderance of the evidence that **Samsung breached** its **FRAND** obligation by failing to act in good faith regarding negotiations with G+ as to a **FRAND** license covering the Asserted Patents?

Yes: _____ **OR** No: _____ ✓

Answer Question No. 8 ONLY IF you answered YES to Question No. 7.

QUESTION NO. 8:

What sum of money, if any, has G+ proven by a preponderance of the evidence would compensate it for Samsung's FRAND obligation?

Answer in United States Dollars and Cents, if any:

\$ _____

FINAL PAGE OF THE JURY VERDICT FORM

You have now reached the end of the Verdict Form and should review it to ensure that it accurately reflects your unanimous determinations. The Jury Foreperson should then sign and date the Verdict Form in the spaces below. Once this is done, notify the Court Security Officer that you have reached a verdict. The Jury Foreperson should keep the Verdict Form and bring it when the jury is brought back into the courtroom.

Signed this 26 day of January, 2024.

Jury Foreperson