

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

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF TEXAS

JUN 27 2011

DAVID J. MALAND, CLERK
BY DEPUTY Ba

MONDIS TECHNOLOGY, LTD.,
Plaintiff,

v.

LG ELECTRONICS, INC., ET AL,
Defendants.

CIVIL ACTION NO. 2:07-CV-565-TJW-CE

Consolidated with:

MONDIS TECHNOLOGY, LTD.,
Plaintiff,

v.

TOP VICTORY ELECTRONICS (TAIWAN)
CO. LTD.,
Defendant.

CIVIL ACTION NO. 2:08-CV-478-TJW

VERDICT FORM

In answering these questions, you are to follow all of the instructions I have given you in the Court's charge.

1. Did Mondis prove by a preponderance of the evidence that InnoLux infringed any of the asserted claims of the Mondis patents identified below?

Answer "Yes" or "No" for each claim.

'090 Patent

Claim 3 No InnoLux
Claim 15 Yes InnoLux
Claim 20 No InnoLux

'088 Patent

Claim 9 No InnoLux

Claim 25 No InnoLux

'970 Patent

Claim 18 No InnoLux

'342 Patent

Claim 15 yes InnoLux

'180 Patent

Claim 14 yes InnoLux

Claim 23 yes InnoLux

'812 Patent

Claim 1 yes InnoLux

Claim 11 yes InnoLux

'588 Patent

Claim 1 yes InnoLux

2. If You found that InnoLux infringed one or more claims of a patent, did Mondis prove by clear and convincing evidence that the infringement of that patent was willful?

Answer "Yes" or "No" for each patent.

'090 Patent yes InnoLux

'088 Patent No InnoLux

'970 Patent No InnoLux

'342 Patent yes InnoLux

'180 Patent yes InnoLux

3. For each asserted claim of the patents-in-suit, did InnoLux prove by clear and convincing evidence that such claim is invalid?

Check the first column indicated as “valid” or check the second column indicated as “invalid,” depending on your answer to Question Number 3 above.

	VALID	INVALID
‘090 Patent		
Claim 3	_____	_____✓
Claim 15	_____✓	_____
Claim 20	_____	_____✓
‘088 Patent		
Claim 9	_____	_____✓
Claim 22	_____	_____✓
Claim 25	_____	_____✓
‘970 Patent		
Claim 18	_____	_____✓
‘342 Patent		
Claim 15	_____✓	_____
‘180 Patent		
Claim 14	_____✓	_____
Claim 23	_____✓	_____

	VALID	INVALID
'812 Patent		
Claim 1	<u>✓</u>	_____
Claim 11	<u>✓</u>	_____
'588 Patent		
Claim 1	<u>✓</u>	_____

4. Did Innolux prove by a preponderance of the evidence that products sold to the Hewlett-Packard Company are licensed under Hewlett-Packard's license agreement?

Answer "Yes" or "No"

yes

- 5a. What sum of money, if paid now in cash, do you find from a preponderance of the evidence would fairly and reasonably compensate Mondis for the Defendant's past infringement?

Only award damages for those claims You find infringed and valid. Also, if You answer "Yes" to Question Number 4 above, do not award damages for those products sold by InnoLux that are covered under the Hewlett-Packard license agreement. Finally, do not assess any interest, as the Court will determine interest if it deems necessary.

InnoLux: \$ 15 million

- 5b. If you awarded money damages in Question 5a, what royalty rate (expressed as a percentage) did you apply as to the (1) monitors and (2) televisions.

InnoLux Monitors Royalty Rate: . 5 %

InnoLux Televisions Royalty Rate: . 75 %

Signed this 27 day of June, 2011.