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United States District Court
Northern District of California

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

GSI TECHNOLOGY, INC.,
Plaintiff,
v.
UNITED MEMORIES, INC., et al.,
Defendants.

Case No. [5:13-cv-01081-PSG](#)
[PROPOSED] JURY VERDICT FORM

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United States District Court
Northern District of California

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I. Trade Secret Claims

A. GSI’s Misappropriation of Trade Secrets Claims: Preliminary Questions

1. Do you find by a preponderance of the evidence that GSI owned the information in any of the following 25 circuit schematics?

		Yes	No
1	chcon		
2	rclk		
3	rclk_match		
4	dmmatch		
5	wclk		
6	rcbufwrc		
7	wbkcom		
8	qcalblk		
9	qcal		
10	qcaladj		
11	qcals		
12	pcalreg		
13	ncalreg		
14	fidec		
15	gclk		
16	yclkmix		
17	r13buf		
18	rbuf		
19	bnkcon		
20	yclkclk		
21	lwrite		
22	pretimer		
23	bab_s80		
24	lread		
25	rcbuf		

If you answered “No” for the information in all of the schematics, proceed to section I.L. If you answered “Yes” for the information in any of the schematics, then answer the next question.

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2. Do you find by a preponderance of the evidence that information in any of the following 25 circuit schematics was a trade secret at the time of the claimed misappropriation?

		Yes	No
1	chcon		
2	rclk		
3	rclk_match		
4	dmmatch		
5	wclk		
6	rcbufwrc		
7	wbkcom		
8	qcalblk		
9	qcal		
10	qcaladj		
11	qcal		
12	pcalreg		
13	ncalreg		
14	fidec		
15	gclk		
16	yclkmix		
17	r13buf		
18	rbuf		
19	bnkcon		
20	yclkclk		
21	lwrite		
22	pretimer		
23	bab_s80		
24	lread		
25	rcbuf		

If you answered “No” for the information in all of the schematics, proceed to section I.L. If you answered “Yes” for the information in any of the schematics, then answer the next question.

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B. GSI’s Misappropriation of Trade Secrets Claims Against UMI

3. Do you find by a preponderance of the evidence that UMI improperly used or disclosed the trade secret information in any of the following 25 circuit schematics?

		Yes	No
1	chcon		
2	rclk		
3	rclk_match		
4	dmmatch		
5	wclk		
6	rbufwrc		
7	wbkcom		
8	qcalblk		
9	qcal		
10	qcaladj		
11	qcal		
12	pcalreg		
13	ncalreg		
14	fidec		
15	gclk		
16	yclkmix		
17	r13buf		
18	rbuf		
19	bnkcon		
20	yclkclk		
21	lwrite		
22	pretimer		
23	bab_s80		
24	lread		
25	rbuf		

If you answered “No” for the information in all of the schematics, proceed to section I.F. If you answered “Yes” for the information in any of the schematics, then answer the next question.

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4. Do you find by a preponderance of the evidence that UMI’s misappropriation was a substantial factor in causing GSI to suffer harm?

Yes	No

If you answered “Yes,” then proceed to the next question. If you answered “No,” proceed to Section I.F.

C. UMI’s Affirmative Defense: Unclean Hands

5. Did UMI prove by a preponderance of the evidence that GSI committed misconduct that violated standards of good faith or conscience?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section I.D.

6. Did UMI prove by a preponderance of the evidence that GSI’s misconduct was directly related to its claim of misappropriation of trade secrets?

Yes	No

If you answered “Yes,” then proceed to Section I.F. If you answered “No,” then proceed to the next question.

D. UMI’s Affirmative Defense: Ready Ascertainability

7. Did UMI prove by a preponderance of the evidence that GSI’s alleged trade secrets were readily ascertainable by proper means at the time of the alleged acquisition, use, or disclosure?

Yes	No

If you answered “Yes,” then proceed to Section I.F. If you answered “No,” then proceed to the next question.

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E. UMI’s Affirmative Defense: Statute of Limitations

8. Did UMI prove by a preponderance of the evidence that the misappropriation occurred on or before March 8, 2010?

Yes	No

Proceed to the next question.

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F. GSI’s Misappropriation of Trade Secrets Claims Against ISSI

9. Do you find by a preponderance of the evidence that ISSI improperly acquired or used the trade secret information in any of the following 25 circuit schematics?

		Yes	No
1	chcon		
2	rlk		
3	rlk_match		
4	dmmatch		
5	wclk		
6	rbufwrc		
7	wbkcom		
8	qcalblk		
9	qcal		
10	qcaladj		
11	qcal		
12	pcalreg		
13	ncalreg		
14	fidec		
15	gclk		
16	yclkmix		
17	r13buf		
18	rbuf		
19	bnkcon		
20	yclkclk		
21	lwrite		
22	pretimer		
23	bab_s80		
24	lread		
25	rbuf		

If you answered “No” for the information in all of the schematics, proceed to section I.K. If you answered “Yes” for the information in any of the schematics, then answer the next question.

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10. Do you find by a preponderance of the evidence that ISSI’s misappropriation was a substantial factor in causing GSI to suffer harm?

Yes	No

If you answered “Yes,” proceed to the next question. If you answered “No,” then proceed to Section I.K.

G. ISSI’s Affirmative Defense: Unclean Hands

11. Did ISSI prove by a preponderance of the evidence that GSI committed misconduct that violated standards of good faith or conscience?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section I.H.

12. Did ISSI prove by a preponderance of the evidence that GSI’s misconduct was directly related to its claim of misappropriation of trade secrets?

Yes	No

If you answered “Yes,” proceed to Section I.K. If you answered “No,” proceed to the next question.

H. ISSI’s Affirmative Defense: Ready Ascertainability

13. Did ISSI prove by a preponderance of the evidence that GSI’s alleged trade secrets were readily ascertainable by proper means at the time of the alleged acquisition, use, or disclosure?

Yes	No

If you answered “Yes,” proceed to Section I.K. If you answered “No,” proceed to the next question.

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I. ISSI’s Affirmative Defense: Estoppel

14. Do you find by a preponderance of the evidence that GSI had knowledge of the facts upon which it bases its misappropriation of trade secrets claim against ISSI, but failed to communicate them to ISSI in a timely way?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section I.J.

15. Do you find by a preponderance of the evidence that GSI intended that its failure to communicate with ISSI in a timely way would influence ISSI?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section I.J.

16. Do you find by a preponderance of the evidence that ISSI was ignorant of the true state of facts?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section I.J.

17. Do you find by a preponderance of the evidence that ISSI relied upon GSI’s conduct to ISSI’s injury?

Yes	No

If you answered “Yes,” then proceed to Section I.K. If you answered “No,” then proceed to the next question.

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J. ISSI’s Affirmative Defense: Mitigation

18. Do you find by a preponderance of the evidence that GSI could have avoided its losses through reasonable efforts or expenditures?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section I.K.

19. Do you find by a preponderance of the evidence that GSI failed to make such reasonable efforts or expenditures?

Yes	No

Proceed to the next question.

K. Misappropriation of Trade Secrets: Damages

20. What was the amount of GSI’s actual loss?

Proceed to the next question.

21. Was UMI unjustly enriched by the misappropriation of GSI’s trade secrets?

Yes	No

If you answered “Yes,” proceed to the next question. If you answered “No,” proceed to question 23.

22. What was the amount of UMI’s unjust enrichment?

Proceed to the next question.

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23. Was ISSI unjustly enriched by the misappropriation of GSI’s trade secrets?

Yes	No

If you answered “Yes,” proceed to the next question. If you answered “No,” proceed to question 25.

24. What was the amount of ISSI’s unjust enrichment?

Proceed to the next question.

25. Is GSI entitled to a reasonable royalty because of UMI and/or ISSI’s misappropriation?

Yes	No

Proceed to the next question.

26. Did UMI act willfully and maliciously when it misappropriated GSI’s trade secrets?

Yes	No

Proceed to the next question.

27. Did ISSI act willfully and maliciously when it misappropriated GSI’s trade secrets?

Yes	No

Proceed to the next question.

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L. Contention of Bad Faith Assertion of a Trade Secret Claim

Answer this question if you answered “No” for every schematic in question 1, or if you answered “No” for every schematic in question 2, or if you answered “No” for every schematic in question 9, or if you answered “No” to question 10, or if you answered “Yes” to questions 11 and 12, or if you answered “Yes” to question 13, or if you answered “Yes” to questions 14, 15, 16, and 17, or if you answered “Yes” to questions 18 and 19.

28. Did GSI initiate and/or maintain its claim of trade secret misappropriation against ISSI in bad faith?

Yes	No

Proceed to the next question.

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II. Intentional Interference with Prospective Economic Relations Claim

A. GSI's Intentional Interference with Prospective Economic Relations Claim: Preliminary Question

29. Did GSI and Cisco have an economic relationship that probably would have resulted in an economic benefit to GSI?

Yes	No

If you answered "Yes," then proceed to the next question. If you answered "No," proceed to Section III.

B. GSI's Intentional Interference with Prospective Economic Relations Claim Against UMI

30. Did UMI know of the economic relationship between GSI and Cisco?

Yes	No

If you answered "Yes," then proceed to the next question. If you answered "No," proceed to Section II.D.

31. Did UMI engage in unfair competition?

Yes	No

If you answered "Yes," then proceed to the next question. If you answered "No," proceed to Section II.D.

32. By engaging in this conduct, did UMI intend to disrupt GSI's relationship with Cisco or know that disruption of the relationship was certain or substantially certain to occur?

Yes	No

If you answered "Yes," then proceed to the next question. If you answered "No," proceed to Section II.D.

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33. Was the relationship disrupted?

Yes	No

If you answered “Yes,” then proceed to the next question. If you answered “No,” proceed to Section II.D.

34. Was UMI’s conduct a substantial factor in causing harm to GSI?

Yes	No

If you answered “Yes,” then proceed to the next question. If you answered “No,” proceed to Section II.D.

C. UMI’s Affirmative Defense: Unclean Hands

35. Did UMI prove by a preponderance of the evidence that GSI committed misconduct that violated standards of good faith or conscience?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section II.D.

36. Did UMI prove by a preponderance of the evidence that GSI’s misconduct was directly related to its claim of intentional interference with prospective economic relations?

Yes	No

Proceed to the next question.

D. GSI’s Intentional Interference with Prospective Economic Relations Against ISSI

37. Did ISSI know of the economic relationship between GSI and Cisco?

Yes	No

If you answered “Yes,” then proceed to the next question. If you answered “No,” proceed to Section II.H, and do not answer question 52.

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38. Did ISSI engage in unfair competition?

Yes	No

If you answered “Yes,” then proceed to the next question. If you answered “No,” proceed to Section II.H, and do not answer question 52.

39. By engaging in this conduct, did ISSI intend to disrupt GSI’s relationship with Cisco or know that disruption of the relationship was certain or substantially certain to occur?

Yes	No

If you answered “Yes,” then proceed to the next question. If you answered “No,” proceed to Section II.H, and do not answer question 52.

40. Was the relationship disrupted?

Yes	No

If you answered “Yes,” then proceed to the next question. If you answered “No,” proceed to Section II.H, and do not answer question 52.

41. Was ISSI’s conduct a substantial factor in causing harm to GSI?

Yes	No

If you answered “Yes,” proceed to the next question. If you answered “No,” proceed to Section II.H, and do not answer question 52.

E. ISSI Affirmative Defense: Unclean Hands

42. Did ISSI prove by a preponderance of the evidence that GSI committed misconduct that violated standards of good faith or conscience?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section II.F.

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43. Did ISSI prove by a preponderance of the evidence that GSI’s misconduct was directly related to its claim of intentional interference with prospective economic relations?

Yes	No

If you answered “Yes,” proceed to Section II.H, and do not answer question 52. If you answered “No,” proceed to the next question.

F. ISSI’s Affirmative Defense: Estoppel

44. Do you find by a preponderance of the evidence that GSI had knowledge of the facts upon which it bases its claim of intentional interference with prospective economic relations against ISSI, but failed to communicate them to ISSI in a timely way?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section II.G

45. Do you find by a preponderance of the evidence that GSI intended that its failure to communicate with ISSI in a timely way would influence ISSI?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section II.G

46. Do you find by a preponderance of the evidence that ISSI was ignorant of the true state of facts?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section II.G.

47. Do you find by a preponderance of the evidence that ISSI relied upon GSI’s conduct to ISSI’s injury?

Yes	No

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If you answered “Yes,” proceed to Section II.H, and do not answer question 52. If you answered “No,” proceed to the next question.

G. ISSI’s Affirmative Defense: Mitigation

48. Do you find by a preponderance of the evidence that GSI could have avoided its losses through reasonable efforts or expenditures?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section II.H.

49. Do you find by a preponderance of the evidence that GSI failed to make such reasonable efforts or expenditures?

Yes	No

If you answered “Yes,” proceed to Section II.H, and do not answer question 52. If you answered “No,” proceed to Section II.H and answer all questions in Section II.H.

H. Damages

50. What are GSI’s damages?

A. Past economic loss

Lost Profits \$ _____

b. Future economic loss

Lost Profits \$ _____

TOTAL \$ _____

Proceed to the next question.

51. Answer this question if you answered “Yes” to questions 30, 31, 32, 33, and 34, and you answered “No” to question 35 and/or question 36: Did UMI engage in the conduct with malice, oppression, or fraud?

Yes	No

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Proceed to the next question.

52. Did ISSI engage in the conduct with malice, oppression, or fraud?

Yes	No

If your answer to question 51 and/or 52 is “Yes,” proceed to the next question. If you answered “No” to both questions 51 and 52, proceed to Section III.

53. What amount of punitive damages, if any, do you award GSI?

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III. Breach of Contract

A. GSI’s Breach of Contract Claim Against UMI

54. Did GSI and United Memories enter into a contract?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section IV.

55. Did UMI fail to comply with its obligations under the contract?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section IV.

56. Did UMI’s failure to comply with the terms of the contract cause GSI damage?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section IV.

B. UMI’s Affirmative Defense: Unclean Hands

57. Did UMI prove by a preponderance of the evidence that GSI committed misconduct that violated standards of good faith or conscience?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section III.C.

58. Did UMI prove by a preponderance of the evidence that GSI’s misconduct was directly related to its claim of breach of contract?

Yes	No

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If you answered “Yes,” proceed to Section IV. If you answered “No,” proceed to the next question.

C. UMI’s Affirmative Defense: Fraudulent Inducement

59. Did UMI prove that GSI concealed or made a false representation about a past or present fact?

Yes	No

If you answered “Yes,” proceed to the next question. If you answered “No,” proceed to Section III.D.

60. Did UMI prove that the fact was material?

Yes	No

If you answered “Yes,” proceed to the next question. If you answered “No,” proceed to Section III.D.

61. Did UMI prove that it reasonably relied on the representation?

Yes	No

If you answered “Yes,” proceed to the next question. If you answered “No,” proceed to Section III.D.

62. Did UMI prove that its reasonable reliance caused UMI harm?

Yes	No

If you answered “Yes,” proceed to the next question. If you answered “No,” proceed to Section III.D.

63. Did UMI prove that it returned or offered to return to GSI all schematics and property GSI paid for under the contract, or the money GSI paid to UMI under the contract?

Yes	No

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If you answered “Yes,” proceed to Section IV. If you answered “No,” proceed to the next question.

D. UMI’s Affirmative Defense: Waiver

64. Did UMI prove that GSI knew that UMI had not performed its contractual promise?

Yes	No

If you answered “Yes,” proceed to the next question. If you answered “No,” proceed to Section III.E.

65. Did UMI prove that GSI knew that failure of UMI to perform these contractual promises gave GSI the right to sue UMI for damages?

Yes	No

If you answered “Yes,” proceed to the next question. If you answered “No,” proceed to Section III.E.

66. Did UMI prove that GSI intended to give up this right?

Yes	No

If you answered “Yes,” proceed to the next question. If you answered “No,” proceed to Section III.E.

67. Did UMI prove that GSI voluntarily gave up this right?

Yes	No

If you answered “Yes,” proceed to Section IV. If you answered “No,” proceed to the next question.

E. UMI’s Affirmative Defense: Statute of Limitations

68. Did UMI prove that it breached the contract before March 8, 2009?

Yes	No

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If you answered “Yes,” proceed to the next question. If you answered “No,” proceed to Section III.F.

69. Did UMI prove that GSI knew or should have known, with the exercise of reasonable diligence, of the existence of the breach before March 8, 2009?

Yes	No

If you answered this question “Yes,” then proceed to Section IV. If you answered this question “No,” then proceed to the next question.

F. UMI’s Affirmative Defense: Mitigation

70. Do you find by a preponderance of the evidence that GSI could have avoided its losses through reasonable efforts or expenditures?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section III.G.

71. Do you find by a preponderance of the evidence that GSI failed to make such reasonable efforts or expenditures?

Yes	No

If you answered “Yes,” proceed to Section IV. If you answered “No,” proceed to the next question.

G. Damages

72. What are GSI’s damages?

a. General damages \$ _____

b. Special damages \$ _____

TOTAL \$ _____

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IV. Fraud

A. GSI's Claim of Fraud against UMI

73. Did UMI make a false representation to GSI?

Yes	No

If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section V.

74. Did UMI know that the representation was false, or did it make the representation recklessly and without regard for its truth?

Yes	No

If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section V.

75. Did UMI intend that GSI rely on the representation?

Yes	No

If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section V.

76. Did GSI reasonably rely on the representation?

Yes	No

If you answered "Yes," then answer the next question. If you answered "No," then proceed to Section V.

77. Was GSI's reliance on UMI's representation a substantial factor in causing harm to GSI?

Yes	No

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If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section V.

B. UMI’s Affirmative Defense: Unclean Hands

78. Did UMI prove by a preponderance of the evidence that GSI committed misconduct that violated standards of good faith or conscience?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section IV.C.

79. Did UMI prove by a preponderance of the evidence that GSI’s misconduct was directly related to its claim of fraud?

Yes	No

If you answered “Yes,” proceed to Section V. If you answered “No,” proceed to Section IV.C.

C. UMI’s Affirmative Defense: Waiver

80. Did UMI prove that GSI knew that UMI’s work on Atris would not be for the benefit of GSI unless the parties entered into a separate contract for that work?

Yes	No

If you answered “Yes,” proceed to the next question. If you answered “No,” proceed to Section IV.D.

81. Did UMI prove that GSI continued to permit United Memories to work on an Atris design during the course of its 2008 contract for a 576 Mb RLDRAM design, with full knowledge of that UMI’s work on Atris would not be for the benefit of GSI without a separate contract for that work, when a reasonable person under the same or similar circumstances would not have done so?

Yes	No

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If you answered “Yes,” proceed to Section V. If you answered “No,” proceed to the next question.

D. UMI’s Affirmative Defense: Statute of Limitations

82. Did UMI prove by a preponderance of the evidence that the false representation occurred on or before March 8, 2010?

Yes	No

If you answered “Yes,” proceed to Section V. If you answered “No,” proceed to the next question.

E. Damages

83. What are GSI’s damages?

a. Past economic loss

lost profits \$ _____

other past economic loss \$ _____

Total Past Economic Damages: \$ _____

b. Future economic loss

lost profits \$ _____

TOTAL \$ _____

Proceed to the next question.

84. Did UMI engage in the conduct with malice, oppression, or fraud?

Yes _____ No _____

If you answered “Yes,” proceed to the next question. If you answered “No,” proceed to Section V.

85. What amount of punitive damages, if any, do you award GSI?

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Proceed to the next question.

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V. False Promise

A. GSI's Claim of False Promise Against UMI

86. Did UMI make a promise to GSI?

Yes	No

If you answered "Yes," then answer the next question. If you answered "No," then stop here, answer no further questions, and have the presiding juror sign and date this form.

87. Did UMI intend to perform this promise when UMI made it?

Yes	No

If you answered "Yes," then stop here, answer no further questions, and have the presiding juror sign and date this form. If you answered "No," then answer the next question.

88. Did UMI intend that GSI rely on this promise?

Yes	No

If you answered "Yes," then answer the next question. If you answered "No," then stop here, answer no further questions, and have the presiding juror sign and date this form.

89. Did GSI reasonably rely on this promise?

Yes	No

If you answered "Yes," then answer the next question. If you answered "No," then stop here, answer no further questions, and have the presiding juror sign and date this form.

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90. Did UMI perform the promised act?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then stop here, answer no further questions, and have the presiding juror sign and date this form.

91. Was GSI’s reliance on UMI’s promise a substantial factor in causing harm to GSI?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then stop here, answer no further questions, and have the presiding juror sign and date this form.

B. UMI’s Affirmative Defense: Unclean Hands

92. Did UMI prove by a preponderance of the evidence that GSI committed misconduct that violated standards of good faith or conscience?

Yes	No

If you answered “Yes,” then answer the next question. If you answered “No,” then proceed to Section V.C

93. Did UMI prove by a preponderance of the evidence that GSI’s misconduct was directly related to its claim of false promise?

Yes	No

If you answered “Yes,” then stop here, answer no further questions, and have the presiding juror sign and date this form. If you answered “No,” then proceed to the next question.

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C. Damages

94. What are GSI's damages?

a. Past economic loss

Lost profits \$ _____

Other past economic loss \$ _____

Total Past Economic Damages: \$ _____

b. Future economic loss

Lost profits \$ _____

TOTAL \$ _____

Proceed to the next question.

95. Did UMI engage in the conduct with malice, oppression, or fraud?

Yes	No

If you answered "Yes," proceed to the next question. If you answered "No," stop here, answer no further questions, and have the presiding juror sign and date this form.

96. What amount of punitive damages, if any, do you award GSI?

_____.

Have the presiding juror sign and date this form.

Signed:

Presiding Juror

Dated: _____

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After all verdict forms have been signed, notify the courtroom deputy that you are ready to present your verdict in the courtroom.

SO ORDERED.

Dated: November 19, 2015



PAUL S. GREWAL
United States Magistrate Judge