

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

PERSONALIZED USER MODEL, L.L.P.,	)	
	)	
Plaintiff,	)	
v.	)	
	)	
GOOGLE, INC.,	)	
	)	
Defendant.	)	
_____	)	C.A. No. 09-525 (LPS)
GOOGLE, INC.,	)	
	)	
Counterclaimant,	)	
	)	
v.	)	
	)	
PERSONALIZED USER MODEL, L.L.P.	)	
and YOCHAI KONIG,	)	
	)	
Counterclaim-Defendants.	)	

**PERSONALIZED USER MODEL, L.L.P.’S  
PROPOSED VERDICT FORM**

**I. INFRINGEMENT**

**A. U.S. Patent No. 6,981,040 (the '040 Patent)**

- Has PUM proven by a preponderance of the evidence that the following Google products directly infringe the following claims of the '040 Patent, either literally or under the doctrine of equivalents?

*Please answer yes or no. A “Yes” finding is for PUM. A “No” finding is for Google.*

'040 Patent	Claim 1		Claim 11		Claim 22		Claim 34	
	Literal	D.O.E.	Literal	D.O.E.	Literal	D.O.E.	Literal	D.O.E.
<b>Products</b>								
Search								
Search Ads (Adwords)								
Content Ads								
YouTube Video Recommendations								

2. Has PUM proven by a preponderance of the evidence that the following Google products indirectly infringe the following claims of the '040 Patent?

*Please answer yes or no. A “Yes” finding is for PUM. A “No” finding is for Google.*

<b>Products</b>	<b>Claim 1</b>	<b>Claim 11</b>	<b>Claim 22</b>	<b>Claim 34</b>
Search Ads (Adwords)				
Content Ads				

**B. U.S. Patent No. 7,685,276 (the '276 Patent)**

3. Has PUM proven by a preponderance of the evidence that the following Google products directly infringe the following claims of the '276 Patent, either literally or under the doctrine of equivalents?

*Please answer yes or no. A "Yes" finding is for PUM. A "No" finding is for Google.*

'276 Patent	Claim 1		Claim 3		Claim 5		Claim 6		Claim 7		Claim 21		Claim 22	
	Literal	D.O.E.	Literal	D.O.E.	Literal	D.O.E.	Literal	D.O.E.	Literal	D.O.E.	Literal	D.O.E.	Literal	D.O.E.
<b>Products</b>														
Search														
Search Ads (Adwords)														
Content Ads														

4. Has PUM proven by a preponderance of the evidence that the following Google products indirectly infringe the following claims of the '276 Patent?

*Please answer yes or no. A "Yes" finding is for PUM. A "No" finding is for Google.*

<b>Products</b>	<b>Claim 1</b>	<b>Claim 3</b>	<b>Claim 5</b>	<b>Claim 6</b>	<b>Claim 7</b>	<b>Claim 21</b>	<b>Claim 22</b>
Search							
Search Ads (Adwords)							
Content Ads							

## II. INVALIDITY

### A. ANTICIPATION

5. Do you find that Google has proven by clear and convincing evidence that any claim (or claims) of the asserted patents is (are) invalid as anticipated by a single prior art reference?

*Please answer yes or no. A “Yes” finding is for Google. A “No” finding is for PUM. For any claim (or claims) that you mark “Yes,” please identify the prior art that anticipated the claim.*

'040 Patent	Yes	No	Prior art (if applicable)
Claim 1			
Claim 11			
Claim 22			
Claim 34			

'276 Patent	Yes	No	Prior art (if applicable)
Claim 1			
Claim 3			
Claim 5			
Claim 6			
Claim 7			
Claim 21			
Claim 22			

**B. OBVIOUSNESS**

6. Do you find that Google has proven by clear and convincing evidence that any claim (or claims) of the asserted patents is (are) invalid as obvious to a person of ordinary skill in the art at the time of the invention?

*Please answer yes or no. A “Yes” finding is for Google. A “No” finding is for PUM. For any claim (or claims) that you mark “Yes,” please identify the prior art combination(s) that rendered the claim obvious.*

<b>'040 Patent</b>	<b>Yes</b>	<b>No</b>	<b>Prior art combination(s) (if applicable)</b>
<b>Claim 1</b>			
<b>Claim 11</b>			
<b>Claim 22</b>			
<b>Claim 34</b>			

<b>'276 Patent</b>	<b>Yes</b>	<b>No</b>	<b>Prior art combination(s) (if applicable)</b>
<b>Claim 1</b>			
<b>Claim 3</b>			
<b>Claim 5</b>			
<b>Claim 6</b>			
<b>Claim 7</b>			
<b>Claim 21</b>			
<b>Claim 22</b>			



**III. GOOGLE’S BREACH OF CONTRACT COUNTERCLAIM**

7. Has PUM proven by a preponderance of the evidence that SRI’s breach of contract claim against Dr. Konig is barred by the statute of limitations?

*Please answer yes or no. A “Yes” finding is for PUM. A “No” finding is for Google.*

Yes\_\_\_\_\_ No\_\_\_\_\_

*If “Yes,” then stop. If “No,” please continue.*

8. Has Google proven by a preponderance of the evidence that it acquired from SRI the right to assert SRI’s breach of employment contract claim against Dr. Konig?

*Please answer yes or no. A “Yes” finding is for Google. A “No” finding is for PUM.*

Yes\_\_\_\_\_ No\_\_\_\_\_

*If “No,” then stop. If “Yes,” please continue.*

9. Has Google proven by a preponderance of the evidence that Dr. Konig breached his employment agreement with SRI by failing to assign his invention to SRI?

*Please answer yes or no. A “Yes” finding is for Google. A “No” finding is for PUM.*

Yes\_\_\_\_\_ No\_\_\_\_\_

10. Has PUM shown by a preponderance of the evidence that Dr. Konig’s invention was protected by Section 2870 of the California Labor Code?

*Please answer yes or no. A “Yes” finding is for PUM. A “No” finding is for Google.*

Yes\_\_\_\_\_ No\_\_\_\_\_