

EXHIBIT C

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

LOGGERHEAD TOOLS, LLC,)
)
 Plaintiff,)
)
VS.) CASE NO.: 1:12-CV-09033
)
SEARS HOLDINGS CORP. and)
APEX TOOL GROUP, LLC,)
)
 Defendants.)

HIGHLY CONFIDENTIAL
ORAL AND VIDEOTAPED DEPOSITION OF
CHRISTOPHER BOKHART
MAY 17, 2016

ORAL DEPOSITION OF CHRISTOPHER BOKHART, produced as
a witness at the instance of the Defendants, and duly
sworn, was taken in the above-styled and numbered cause
on May 17, 2016, from 9:10 a.m. to 4:22 p.m., before
Lisa C. Hundt, CSR, RPR, CLR in and for the State of
Texas, reported by machine shorthand, at the law offices
of Skiermont Derby, located at 2200 Ross Avenue, Suite
4800, Dallas, Texas, in accordance with the Federal
Rules of Civil Procedure and the provisions stated on
the record or attached hereto.



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ALSO PRESENT: Mr. Will Rain, Videographer

10:00 1 A. And then in addition, those losses, proof of
10:00 2 their existence and at least definition of what some of
10:00 3 those numbers are, are contained in schedules, for
10:00 4 example, 16, I think maybe 14 as well, but 16's the one
10:01 5 that comes definitely to mind.

10:01 6 Q. Okay. We'll -- we'll get to the --

10:01 7 A. And 10.

10:01 8 Q. We'll get to Schedules 10, 14, and 16 and
10:01 9 whatever other ones you think apply in a minute, but
10:01 10 let's -- let's look at the report. You just gave me a
10:01 11 lot, so let's just kind of break this down and go
10:01 12 step-by-step.

10:01 13 So it's -- and I'm -- I'm looking there at
10:01 14 page 53 of your report. And so 53, 54, 55, and 56
10:01 15 identify additional forms of loss profits; is that
10:01 16 correct?

10:01 17 A. Additional forms of losses that have been
10:01 18 incurred as a result of the actions of Apex and Sears.

10:01 19 Q. Okay. So the first additional loss that you
10:02 20 identify on page 53 is lost/diminished profits on other
10:02 21 Loggerhead customer sales, correct?

10:02 22 A. Yes.

10:02 23 Q. And so it's your opinion that these lost or
10:02 24 diminished profits on other Loggerhead customer sales
10:02 25 that you identified on page 53 would have pushed up the

10:02 1 minimum of the range -- royalty range that the -- that
10:02 2 Loggerhead would have been willing to accept, correct?

10:02 3 A. Correct.

10:02 4 Q. And then on page 54, you identify another form
10:02 5 of lost profits, price erosion. Do you see that?

10:03 6 A. Yes.

10:03 7 Q. And it's your opinion that price erosion would
10:03 8 have also increased the minimum of the range that
10:03 9 Loggerhead would have been willing to negotiate for a
10:03 10 reasonable royalty in this case?

10:03 11 A. Yes.

10:03 12 Q. And then on page 55, you identify another type
10:03 13 of loss, excess manufacturing cost. Do you see that?

10:03 14 A. Yes.

10:03 15 Q. And it's your opinion that these excess
10:03 16 manufacturing cost would have also pushed up the minimum
10:03 17 or the floor of the royalty range that Loggerhead would
10:03 18 have been willing to accept at the hypothetical
10:03 19 negotiation?

10:03 20 A. Yes.

10:03 21 Q. And then the last one, just so we get them all
10:03 22 here, it's your opinion that damages to goodwill would
10:03 23 have also pushed up the minimum or the floor of the
10:03 24 range of a reasonable royalty that Loggerhead would have
10:04 25 been willing to negotiate at the hypothetical

10:04 1 negotiation?

10:04 2 A. Yes.

10:04 3 Q. Did you make any attempt based on the lost
10:04 4 sales to other customers, price erosion, excess
10:04 5 manufacturing cost, and damage to goodwill, how much the
10:04 6 floor or the bottom of the range would have been bumped
10:04 7 up by those other forms of lost profits?

10:04 8 A. The --

10:04 9 MS. ABDULLAH: Objection.

10:04 10 A. The full -- any type of attempt to full
10:04 11 quantification, no, because it was difficult to show the
10:04 12 extent, the full extent of it. So I wasn't able to do
10:04 13 anything to a reasonable degree that I was comfortable
10:04 14 with. But the schedules that I have clearly show that
10:04 15 there are losses occurring in those areas.

10:05 16 Q. (BY MR. HAYES) Maybe I should have started
10:05 17 here, but if I can call your attention to page 35. I
10:05 18 think this is kind of where you lay out what we were
10:05 19 just talking about. About -- the last -- leftmost
10:05 20 bullet point on page 35 of your report says, "Other
10:05 21 losses which would increase this lower bound include"
10:05 22 [as read].

10:05 23 Then after that, you identify the sales to
10:05 24 others, price erosion, the increased manufacturing
10:05 25 material cost, and the loss of goodwill. Do you see

10:09 1 A. Because I could not do so to capture all of
10:09 2 them.

10:09 3 Q. And in your last paragraph there -- indented
10:09 4 paragraph on page 36 of your report talks about this
10:09 5 loss of goodwill. And, again, you'd agree that the
10:09 6 extent of damages associated with this loss of goodwill
10:09 7 cannot be quantified to a reasonable degree of
10:09 8 probability in this case?

10:09 9 A. The full extent of it, that is correct. Well,
10:09 10 it -- for -- for that one, it is difficult to quantify
10:09 11 probably not just the full extent but a separate portion
10:09 12 of it in general. I would have to take a closer look.

10:09 13 Q. Okay. And so all of these other forms of lost
10:09 14 profits, as we talked about, increased the -- the lower
10:10 15 boundary of this -- the reasonable royalty range that
10:10 16 the parties would have been negotiating within at the
10:10 17 hypothetical negotiation in 2012, correct?

10:10 18 A. I'm sorry, can you restate that? I didn't
10:10 19 catch the last.

10:10 20 Q. These -- all of these additional forms of lost
10:10 21 profits that we've been discussing, in your opinion, all
10:10 22 increase the lower boundary of this range that the
10:10 23 parties would have been negotiating within at the
10:10 24 hypothetical negotiation, correct?

10:10 25 A. It would have an upward effect on the

10:10 1 negotiation for a royalty rate.

10:10 2 Q. Okay. So it would have an upward effect on
10:10 3 the lower boundary and then ultimately have an upward
10:10 4 effect on the -- the final rate the parties would have
10:10 5 been willing to negotiate, correct?

10:10 6 MS. ABDULLAH: Objection; mischaracter- --
10:10 7 mischaracterizes.

10:10 8 A. It would have been factored in, as I explained
10:10 9 in the report, in going through the various
10:11 10 Georgia-Pacific factors. And in the context of taking a
10:11 11 look at it from the market income and cost approach,
10:11 12 it's -- it would be taken into consideration in the
10:11 13 manner and method that I've done in the report and
10:11 14 explained.

10:11 15 Q. (BY MR. HAYES) I get that, thank you. But I
10:11 16 guess I'm just -- I mean, you'd agree that if you've --
10:11 17 if you have a range and you -- you know, these other
10:11 18 forms of lost profit bump up the -- the bottom end of
10:11 19 the range, that ult- -- the effect of that ultimately is
10:11 20 to bump up where the parties land on the royalty rate,
10:11 21 correct?

10:11 22 MS. ABDULLAH: Same objection.

10:11 23 A. Those would be a consideration taken in --
10:11 24 those would have been taken into consideration by the
10:11 25 parties in the negotiation of a reasonable royalty.

10:16 1 expectation of loss.

10:17 2 Q. All right. In your opinion, the hypothetical
10:17 3 negotiation April of 2012, would this other form of lost
10:17 4 profit, price erosion, have increased or decreased the
10:17 5 royalty rate that Loggerhead would have been willing to
10:17 6 accept?

10:17 7 MS. ABDULLAH: Objection.

10:17 8 A. It was part of the negotiation of a whole that
10:17 9 considered price erosion and everything else. If there
10:17 10 was no price erosion, if there was no expectation of
10:17 11 price erosion, would the number have been different?
10:17 12 Possibly, yes.

10:17 13 Q. (BY MR. HAYES) And when you say would the
10:17 14 number have been different, what I'm trying to get at is
10:17 15 whether the number -- whether price erosion has an
10:18 16 upward effect on the ultimate reasonable royalty or a
10:18 17 downward effect in this case. Can you answer that
10:18 18 question?

10:18 19 MS. ABDULLAH: Objection.

10:18 20 A. On that factor, that is a negotiating factor
10:18 21 that gives the strength to Loggerhead.

10:18 22 Q. (BY MR. HAYES) And the same question with
10:18 23 respect to these other lost sales or Loggerhead's lost
10:18 24 sales to other customers. Would that form of lost
10:18 25 profit in this case have had an upward or downward

10:18 1 effect on the royalty?

10:18 2 MS. ABDULLAH: Objection.

10:18 3 A. Again, my answer would be the same. It's one
10:18 4 of several factors that were considered. It's something
10:18 5 that actually was and was expected to have occurred as
10:18 6 part of the hypothetical negotiation. If you take one
10:18 7 element such as this out of the negotiation and say
10:18 8 there was no expectation for that type of loss or has
10:18 9 not been that type of loss, then yes, the negotiation
10:19 10 would have come out at a different number and likely
10:19 11 lower.

10:19 12 Q. (BY MR. HAYES) Same question with respect to
10:19 13 the increased material cost and excess manufacturing
10:19 14 cost. In this case, the increased material cost and the
10:19 15 excess manufacturing cost had an upward effect as well
10:19 16 on the overall rate, correct?

10:19 17 MS. ABDULLAH: Objection.

10:19 18 A. It did, but in this one, I'm not sure how much
10:19 19 of a change it would have, mainly because I didn't
10:19 20 really factor in the full extent -- no, I think --
10:19 21 actually, it's one of the ones I have looked at. I did
10:19 22 not do a quantification in total, but I took a look at
10:19 23 it for at least 2013.

10:19 24 I think my answer would be similar. If
10:19 25 there was no expectation of an impact on manufacturing

10:20 1 cost and was no -- and -- and they actually didn't
10:20 2 suffer it, though in my opinion they did, would it have
10:20 3 resulted in a different hypothetical negotiation
10:20 4 resulting in potentially a lower royalty, that is a
10:20 5 possibility.

10:20 6 Q. (BY MR. HAYES) And same question with respect
10:20 7 to the loss of goodwill. In this case at the
10:20 8 hypothetical negotiation, this other form of lost
10:20 9 profit, loss of goodwill, would have had an upward
10:20 10 effect on the royalty that Loggerhead would have been
10:20 11 willing to accept, correct?

10:20 12 MS. ABDULLAH: Objection.

10:20 13 A. This is the one that's probably the toughest,
10:20 14 because goodwill is the toughest to do a quantification
10:20 15 due to the irreparable nature of it. It's something
10:20 16 that, clearly, they are suffering from. But I believe
10:21 17 that if you did remove the aspect of the expectation and
10:21 18 the actual experience of the loss of goodwill, would it
10:21 19 have impacted the royalty rate, possibly, but I don't
10:21 20 think by much.

10:21 21 Q. (BY MR. HAYES) So on page 35 where you state,
10:21 22 "Other losses which would increase this lower bound
10:21 23 include," you stand by that statement, correct?

10:21 24 A. I'm sorry, I didn't hear.

10:21 25 Q. On page 35 where you make the statement,

02:45 1 MS. ABDULLAH: Object to form.

02:45 2 A. I don't know if I can necessarily agree with
02:45 3 you on this since now you've changed the question from
02:45 4 the last one to this one and dropped off the word
02:45 5 "patent." Did you intentionally mean to drop off the
02:45 6 word "patent"?

02:45 7 Q. (BY MR. HAYES) No.

02:45 8 A. Within a patent, my understanding is that the
02:45 9 patentholder can -- is able to claim either a lost
02:45 10 profit or a reasonable royalty.

02:45 11 Q. Yeah, so that's fair. So for the infringement
02:45 12 of a patent, the patentee is entitled to claim either a
02:45 13 reasonable royalty or a lost profit for the
02:45 14 infringement, correct?

02:45 15 MS. ABDULLAH: Object to form.

02:46 16 A. Without getting into the legal aspect of it,
02:46 17 from my understanding, the answer is yes.

02:46 18 Q. (BY MR. HAYES) Okay. Do you have an
02:46 19 understanding sitting here today whether or not you plan
02:46 20 to present your reasonable royalty calculation or your
02:46 21 lost profit calculations to the jury in this case?

02:46 22 A. What I intend to present as a claim for
02:46 23 damages is a reasonable royalty. As one of the
02:46 24 considerations for reasonable royalties, it is the
02:46 25 expectation and the calculation that Loggerhead has

02:46 1 suffered lost profits.

02:46 2 Q. Okay.

02:46 3 A. But the damages will be sought in the form of
02:46 4 a reasonable royalty.

02:46 5 Q. Okay. And just so I'm certain, on -- on
02:46 6 page 37, you -- you note there that -- this appears to
02:46 7 be where I can find your attempt to quantify the
02:47 8 reasonable royalty damages that Loggerhead would be
02:47 9 asking for. It appears that you'll tell the jury that
02:47 10 Loggerhead will be entitled to, at least at a minimum, a
02:47 11 total reasonable royalty damage of 4,438,848; is that
02:47 12 correct?

02:47 13 MS. ABDULLAH: Object to form.

02:47 14 A. What I will be stating to the jury and
02:47 15 claiming are that which is contained in the report. It
02:47 16 does include a calculation. That total is 4,438,000,
02:47 17 but I also have other calculations in here as well,
02:47 18 breaking out the units in various different scenarios.

02:47 19 Q. (BY MR. HAYES) But --

02:47 20 A. What I will present is that which is contained
02:47 21 in my expert report.

02:47 22 Q. Okay. I'm just making sure I'm not missing
02:47 23 anything. There's nowhere else in your where you
02:48 24 attempted to quantify the total reasonable royalty
02:48 25 damages as -- as of the time of your preparation of this

02:48 1 report, correct?

02:48 2 MS. ABDULLAH: Object to form.

02:48 3 A. Well, it's mentioned in various -- in a couple
02:48 4 of different places in this 400-page collection, so I'm
02:48 5 not sure I understand.

02:48 6 Q. (BY MR. HAYES) Is there any number -- is
02:48 7 there any number mentioned different than the
02:48 8 4.4 million that we mentioned here on 37?

02:48 9 MS. ABDULLAH: Same objection.

02:48 10 A. Well, yes. A number of -- 4.1 mentions
02:48 11 numbers. 4.2 mentions numbers. 4.3 mentions numbers.
02:48 12 4.4 mentions numbers. All of those are contained in the
02:48 13 report. So I'm not sure -- it's that which is contained
02:48 14 in my expert report.

02:49 15 (Sotto voce conversation.)

02:49 16 Q. (BY MR. HAYES) So just to make sure I'm
02:49 17 certain here, 4. -- Exhibit 4.1 just applies the
02:49 18 potential -- a potential royalty range from 6 to \$11 for
02:49 19 the 6-inch and 7 to \$12 for the 8-inch; is that right?

02:49 20 A. Correct.

02:49 21 Q. Which gets -- okay. I get that.

02:49 22 For the -- the 4.4 number that we talked
02:49 23 about on page 37 of your report, this is just applying
02:50 24 the \$5 per unit royalty for the 6-inch and the \$6 per
02:50 25 unit royalty for the 8-inch, correct?

02:50 1 A. Correct.

02:50 2 Q. Okay. All right.

02:50 3 (Sotto voce conversation.)

02:50 4 Q. So does your -- you expect to tell the jury
02:50 5 that Loggerhead is entitled to damages or collect
02:50 6 damages on Sears' unsold inventory of wrenches?

02:50 7 A. I calculated damages including the inventory
02:50 8 which is shown on 4.0. If the judge or jury decides
02:51 9 that those should not be royalty bearing for whatever
02:51 10 reason, I've calculated a number separately. But as the
02:51 11 base calculation shows, it is included in the numbers.

02:51 12 Q. Is it your opinion they should be included?

02:51 13 MS. ABDULLAH: Objection.

02:51 14 A. It's my opinion that they're alleged to
02:51 15 infringe and they are royalty bearing. If there is a
02:51 16 question, it would be to the timing of the payment, but
02:51 17 my understanding is that royalties are due on all
02:51 18 infringing units.

02:51 19 Q. (BY MR. HAYES) So turning back to
02:51 20 Exhibit 4.1, this is where you include the entire
02:51 21 royalty rate range of \$6 to \$11 for the 6-inch and \$7
02:51 22 and \$12 for the 8-inch. Do you see that?

02:52 23 A. Yes.

02:52 24 Q. So is it your opinion that an \$11 royalty on
02:52 25 the 6-inch model is reasonable?

02:52 1 A. It's my opinion that the royalty for the
02:52 2 6-inch that the parties would agree to is, at a minimum,
02:52 3 \$5. What I've done here is include numbers going up to
02:52 4 11 to allow the jury if they decide that when I make the
02:52 5 statement, that it is at a minimum based on their
02:52 6 understanding of my testimony and the testimony of your
02:52 7 expert. If they feel a different number is appropriate,
02:52 8 I've given them those numbers that the jury can then
02:52 9 make their determination if it is different than mine.

02:52 10 Q. So in -- in your opinion, do you believe that
02:52 11 an \$11 royalty on the 6-inch model is appropriate?

02:52 12 MS. ABDULLAH: Object to form.

02:53 13 A. What I feel is appropriate is at \$5 at a
02:53 14 minimum. I'm not saying that number's higher than that
02:53 15 are inappropriate. I'm saying as a result of this
02:53 16 hypothetical negotiation, they would have agreed to at
02:53 17 least \$5.

02:53 18 Q. (BY MR. HAYES) Do you agree or would you
02:53 19 agree -- is it your opinion that a \$12 per unit royalty
02:53 20 is reasonable for the 8-inch model?

02:53 21 A. And my answer would be the same as what it was
02:53 22 for the 6-inch, that it's my opinion that at a minimum
02:53 23 it's \$6, and that's what the parties would have agreed
02:53 24 to at a minimum.

02:53 25 Q. So if I understand you correctly, Mr. Bokhart,

02:53 1 you're going to tell the jury that you believe that --
02:53 2 you're going to give them an appropriate minimum of \$5
02:53 3 for the 6-inch model and \$6 for the 8-inch model, then
02:53 4 if -- and then reasons why they might find that
02:53 5 reasonable royalty should be more, and then let the jury
02:54 6 decide?

02:54 7 A. Not quite, because you said that I would give
02:54 8 them reasons why it should go higher. I'm going to give
02:54 9 them reasons for the basis of my opinion as a whole.
02:54 10 I'm not going to make a separate argument to the jury
02:54 11 that it should be higher by a certain amount. I'm
02:54 12 giving them the justification of why I say 5 and 6 at a
02:54 13 minimum. If, based on hearing my justification as to
02:54 14 how I picked those numbers, if they feel that a higher
02:54 15 number would be justified, all I'm doing is giving them
02:54 16 the ability to know what that impact might be.

02:54 17 Q. So sitting here today, you -- you have no
02:54 18 opinion on whether or not any number above \$5 per unit
02:54 19 for the 6-inch wrench is reasonable or not?

02:54 20 MS. ABDULLAH: Objection;
02:54 21 mischaracterizes.

02:54 22 A. This is probably equally fair to say that I
02:54 23 have no opinion that a royalty higher than what I've
02:54 24 opined to is reasonable or unreasonable from the
02:55 25 standpoint that other people looking at the same factors

02:55 1 could come to different conclusions.

02:55 2 Q. (BY MR. HAYES) I'm just trying to make sure
02:55 3 I've got a full understanding and grasp your opinion
02:55 4 what it is you're going to tell the jury and the court
02:55 5 when it comes to actual numbers. And it seems like
02:55 6 beyond the -- the minimum of \$5 per unit for the 6-inch
02:55 7 and \$6 per unit for the 8-inch, you're not going to
02:55 8 address any specific numbers as being reasonable or
02:55 9 unreasonable beyond that?

02:55 10 A. Other than to say I say it's at a minimum, and
02:55 11 if you, the jury, after hearing my testimony, feels that
02:56 12 the \$5 and 6 number minimum is the appropriate number,
02:56 13 then no more work needs to be done.

02:56 14 However, as I said in the testimony, I
02:56 15 think that's a minimum. If you feel there is a basis,
02:56 16 the jury, that it should be higher, I've just given you
02:56 17 the ability to say if it's \$7, it would be this number;
02:56 18 if it's \$9, it would be that number, for example.

02:56 19 I am not going to, nor do I intend on,
02:56 20 focusing them in on any particular number within this
02:56 21 range, other than to provide them the ability to know
02:56 22 what that math would result in.

02:56 23 Q. But if asked, by the court or otherwise,
02:56 24 whether or not by giving a range you mean to imply that
02:56 25 all numbers within the range would be reasonable, your

02:56 1 answer would be you haven't formed that opinion; is that
02:56 2 fair?

02:56 3 MS. ABDULLAH: Object to form.

02:56 4 A. Well, as we discussed within the range, the
02:56 5 range that the royalty would be negotiated goes up to
02:57 6 the amount of profit that they have available. So
02:57 7 within that range, I'm not opining and saying that an
02:57 8 \$11 royalty is the reasonable number they should choose.
02:57 9 I'm saying it should be \$5 at a minimum and letting the
02:57 10 jury decide based on the facts and circumstances that
02:57 11 have been presented. If they want to do it, I provide
02:57 12 them the math to be able to quantify it.

02:57 13 Q. (BY MR. HAYES) It just occurred to me or
02:57 14 dawned on me your Exhibit 4.1 doesn't include the entire
02:57 15 range. It stops at \$11 and \$12. Did you just round off
02:57 16 to the whole number, or why did you stop and not go to
02:57 17 the full gross profit?

02:57 18 A. Just to round off.

02:58 19 Q. So similar line of questions with respect to
02:58 20 your quantification of lost profits in this case. Your
02:58 21 Table 12 quantifies a total Loggerhead lost profits
02:58 22 \$2,104,084. Do you see that? It's page 53 of your
02:58 23 report.

02:59 24 A. It calculates a portion of their lost profits.

02:59 25 Q. Is there anywhere else in your report or your

03:00 1 do so. What I will present to the jury are the facts,
03:00 2 figures, numbers, and schedules presented in my report
03:00 3 which you have access to and you've questioned me on so
03:00 4 far today.

03:00 5 Q. (BY MR. HAYES) But you have an opinion that
03:00 6 Loggerhead is entitled to these other forms of lost
03:00 7 profit; is that correct?

03:00 8 MS. ABDULLAH: Object to form;
03:00 9 mischaracterizes.

03:00 10 A. It's my opinion that those other forms of lost
03:00 11 profit would have been a consideration in the
03:00 12 negotiation of a reasonable royalty, not that they
03:00 13 should be compensated for a specific lost profit number
03:00 14 related to those.

03:01 15 Q. (BY MR. HAYES) Right. But, I mean, if I
03:01 16 understand you correctly, you haven't -- you haven't
03:01 17 calculated the actual -- or quantified these other forms
03:01 18 of lost profits; you're surely not going to ask the jury
03:01 19 to try to do that, correct?

03:01 20 MS. ABDULLAH: Object to form.

03:01 21 A. Again, you're misstating my answer. I have
03:01 22 done quantification. I have not totaled up all of them.
03:01 23 I will show them what is contained in the report, what
03:01 24 is shown in the schedules, as you've asked me about, as
03:01 25 I've pointed out what they are and what they represent.

03:01 1 That is what I will show the jury.

03:01 2 Q. (BY MR. HAYES) Are you going to ask the jury
03:01 3 to total up these other forms of lost profits when
03:01 4 they're figuring out how much potentially is owed to
03:01 5 Loggerhead in the form of a reasonable royalty in this
03:01 6 case?

03:01 7 MS. ABDULLAH: Object to form.

03:01 8 A. As we've already gone through several times, I
03:01 9 haven't calculated a number in total because I am unable
03:02 10 to do so, and the jury will be unable to calculate the
03:02 11 totality of it as well. The fact that it has occurred
03:02 12 and that there are indications of loss within each of
03:02 13 these areas is something that there are facts,
03:02 14 documents, financial statements, and testimony that
03:02 15 support all of it. That is what I intend to show the
03:02 16 jury, as is contained in the report and as you have
03:02 17 already asked me about today.

03:02 18 Q. (BY MR. HAYES) Okay. These -- these other
03:02 19 forms of lost profits that we've been talking about are
03:02 20 part of your reasonable royalty calculation, correct?

03:02 21 A. They are considerations that would go into the
03:02 22 determination of a reasonable royalty.

03:02 23 Q. But these other forms of lost profit are not
03:02 24 part of your lost profits calculation in this case,
03:02 25 correct?


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Mr. C. Chad Henson - 0 hours, 0 minutes;

I further certify that I am neither attorney nor counsel for, nor related to or employed by, any of the parties to the action in which this deposition is taken, and further, that I am not a relative or employee of any attorney or counsel employed by the parties hereto, or financially interested in the action.

I further certify that before the completion of the deposition, X the Deponent, and/or the Plaintiff/Defendant, X did did not request to review the transcript.

In witness whereof, I have hereunto set my hand and affixed my seal this 23rd day of May, A.D. 2016.



LISA C. HUNDT, CSR, RPR, CLR
Texas CSR No. 6533
Expiration Date: 12/31/16

