

HONORABLE RICHARD A. JONES

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

T-MOBILE USA, INC.,

Plaintiff,

v.

HUAWEI DEVICE USA, INC., *et al.*,

Defendants.

Case No. C14-1351-RAJ

COURT'S VERDICT FORM

We, the jury, being duly impaneled and sworn, provide the following answers to the questions submitted by the Court:

Trade Secret Misappropriation:

QUESTION NO. 1: Do you find by a preponderance of the evidence that T-Mobile has proven its misappropriation of trade secrets claim against Huawei Device USA?

YES NO

If you answered "Yes" to Question No. 1, then you must answer Question Nos. 2-3. If you answered "No" to Question No. 1, then you must skip Question Nos. 2-3 and continue on with Question No. 5.

QUESTION NO. 2:

(a) What do you find is the amount of actual damages, if any, that T-Mobile incurred as a result of trade secret misappropriation?

\$ _____

(b) What do you find is the amount of unjust enrichment damages, if any, that T-Mobile incurred as a result of trade secret misappropriation?

\$ _____

QUESTION NO. 3: Do you find by a preponderance of the evidence that Huawei Device USA's misappropriation of trade secrets was willful and malicious?

YES NO

If you answered "Yes" to Question No. 3, then you must answer Question No. 4. If you answered "No" to Question No. 3, then you must skip Question No. 4 and continue on with Question No. 5.

QUESTION NO. 4: What amount of punitive damages, if any, do you award T-Mobile?

\$ _____

Breach of Contract:

You must answer Question No. 5.

QUESTION NO. 5: The Court has already determined that Huawei Device USA breached its Mutual Nondisclosure Agreement and Clean Room Letter Agreement with T-Mobile. Do you find by a preponderance of the evidence that T-Mobile has proven its claim that Huawei Device USA also breached one or more of its other contracts with T-Mobile?

Handset and Accessory Supply Agreement

YES NO

MetroPCS Supply Agreement

YES NO

You must answer Question Nos. 6 and 7.

QUESTION NO. 6: What do you find is the total amount of actual damages, if any, that T-Mobile incurred as a result of (1) Huawei Device USA's breaches of the Nondisclosure Agreement and Clean Room Letter Agreement, and (2) Huawei Device USA's breach(es), if any, of the Handset and Accessory Supply Agreement and/or MetroPCS Supply Agreement?

\$ _____

QUESTION NO. 7: What do you find is the total amount of unjust enrichment conferred on Huawei Device USA, if any, that T-Mobile should be awarded as a result of Huawei Device USA's breach of either, or both, the Handset and Accessory Supply Agreement and Clean Room Letter Agreement?

\$ 4,800,000

If you award T-Mobile damages for both its breach of contract and misappropriation of trade secrets claims, you may not award damages in a manner that results in a double recovery of the same damages.

Please sign and date this form, and notify the courtroom deputy that you have reached a verdict.

Dated this 17 day of May, 2017.

Presiding Juror