

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ENOVSYS LLC, a California limited liability company,

Plaintiff,

v.

NEXTEL COMMUNICATIONS, INC., et al.,

Defendants.

NEXTEL COMMUNICATIONS, INC., et al.,

Counterclaimants,

v.

ENOVSYS LLC, a California limited liability company,

Counterdefendant.

CASE NO. CV 06-5306-RSWL (SHx)

VERDICT

Courtroom: 21

Judge: Hon. Ronald S.W. Lew

INSTRUCTION: As was discussed in the jury instructions:

"Nextel" refers to the seven Nextel companies that are defendants in this case; these companies are to be considered as a group – as if they were one company – not separately.

"Sprint" refers to the four Sprint companies that are defendants in this case; these companies are to be considered as a group – as if they were one company – not separately.

"Sprint Nextel" refers to Sprint and Nextel.

WE, THE JURY, UNANIMOUSLY FIND AS FOLLOWS:

I. INFRINGEMENT OF THE '159 PATENT - NEXTEL

DIRECT INFRINGEMENT

1. Has Enovsys proved by a preponderance of the evidence that Nextel has directly infringed claim 1 of the '159 patent?

"Yes" is a finding for Enovsys. "No" is a finding for Nextel.

✓ Yes _____ No

Please proceed to Question 2.

INDUCING INFRINGEMENT

2. Has Enovsys proved by a preponderance of the evidence that Nextel has actively induced another person or entity to infringe claim 1 of the '159 patent?

"Yes" is a finding for Enovsys. "No" is a finding for Nextel.

_____ Yes ✓ No

Please proceed to Question 3.

II. INFRINGEMENT OF THE '461 PATENT - NEXTEL DIRECT INFRINGEMENT

3. Has Enovsys proved by a preponderance of the evidence that Nextel has infringed any claim of the '461 patent? If yes, please indicate which claims of the '461 patent Enovsys has proved that Nextel directly infringes:

(A "YES" answer is a finding for Enovsys. A "NO" answer is a finding for Nextel. Dependent Claim 2 may be infringed only if the independent claim from which it depends--Claim 1--has also been infringed.)

Claim 1	YES		NO	✓
Claim 2	YES		NO	✓
Claim 11	YES	✓	NO	
Claim 23	YES		NO	✓
Claim 25	YES		NO	✓
Claim 28	YES	✓	NO	

Please proceed to Question 4.

INDUCING INFRINGEMENT

4. Has Enovsys proved by a preponderance of the evidence that Nextel has actively induced another person or entity to infringe any claim of the '461 patent? If yes, please indicate which claims of the '461 patent Enovsys has proved that Nextel actively induced another person or entity to infringe:

(A "YES" answer is a finding for Enovsys. A "NO" answer is a finding for Nextel. Dependent Claim 2 may be infringed only if the independent claim from which it depends--Claim 1--has also been infringed.)

Claim 1	YES	_____	NO	✓
Claim 2	YES	_____	NO	✓
Claim 23	YES	_____	NO	✓
Claim 25	YES	_____	NO	✓
Claim 28	YES	_____	NO	✓

Please proceed to Question 5.

III. INFRINGEMENT OF THE '461 PATENT - SPRINT DIRECT INFRINGEMENT

5. Has Enovsys proved by a preponderance of the evidence that Sprint has infringed any claim of the '461 patent? If yes, please indicate which claims of the '461 patent Enovsys has proved that Sprint directly infringes:

(A "YES" answer is a finding for Enovsys. A "NO" answer is a finding for Sprint. Dependent Claim 2 may be infringed only if the independent claim from which it depends--Claim 1--has also been infringed.)

Claim 1	YES		NO	✓
Claim 2	YES		NO	✓
Claim 11	YES	✓	NO	
Claim 23	YES		NO	✓
Claim 25	YES		NO	✓
Claim 28	YES	✓	NO	

Please proceed to Question 6.

INDUCING INFRINGEMENT

6. Has Enovsys proved by a preponderance of the evidence that Sprint has actively induced another person or entity to infringe any claim of the '461 patent? If yes, please indicate which claims of the '461 patent Enovsys has proved that Sprint actively induced another person or entity to infringe:

(A "YES" answer is a finding for Enovsys. A "NO" answer is a finding for Sprint. Dependent Claim 2 may be infringed only if the independent claim from which it depends--Claim 1--has also been infringed.)

Claim 1	YES _____	NO ✓
Claim 2	YES _____	NO ✓
Claim 23	YES _____	NO ✓
Claim 25	YES _____	NO ✓
Claim 28	YES _____	NO ✓

Please proceed to Question 7.

IV. VALIDITY OF THE '159 PATENT

7. Has Sprint Nextel proved by clear and convincing evidence that claim 1 of the '159 patent is invalid as obvious in view of the prior art?

"Yes" is a finding for Sprint Nextel. "No" is a finding for Enovsys.

_____ Yes ____✓__ No

Please proceed to Question 8.

V. VALIDITY OF THE '461 PATENT

8. Has Sprint Nextel proved by clear and convincing evidence that any claim of the '461 patent is invalid as obvious in view of the prior art? If yes, please check all claims of the '461 patent which Sprint Nextel has proved are invalid as obvious in view of the prior art:

"Yes" is a finding for Sprint Nextel. "No" is a finding for Enovsys.

Claim 1	YES	_____	NO	✓
Claim 2	YES	_____	NO	✓
Claim 11	YES	_____	NO	✓
Claim 23	YES	_____	NO	✓
Claim 25	YES	_____	NO	✓
Claim 28	YES	_____	NO	✓

Please proceed to Section VI.

VI. WILLFUL INFRINGEMENT

Instructions for Question 9

If you found that the '159 patent was infringed by Nextel and not invalid, you must answer Question 9.

If you found that the '159 patent was not infringed by Nextel or that the '159 patent was invalid, please skip Question 9 and proceed to the instructions for Question 10.

9. Has Enovsys proved by clear and convincing evidence that Nextel willfully infringed the '159 patent?

"Yes" is a finding for Enovsys. "No" is a finding for Nextel.

_____ Yes _✓_ No

Please proceed to the Instructions for Question 10.

Instructions for Question 10

If you found that the '461 patent was infringed by Nextel and not invalid, you must answer Question 10.

If you found that the '461 patent was not infringed by Nextel or that the '461 patent was invalid, please skip Question 10 and proceed to the instructions for Question 11.

10. Has Enovsys proved by clear and convincing evidence that Nextel willfully infringed the '461 patent?

"Yes" is a finding for Enovsys. "No" is a finding for Nextel.

_____ Yes _✓_ No

Please proceed to the Instructions for Question 11.

Instructions for Question 11

If you found that the '461 patent was infringed by Sprint and not invalid, you must answer Question 11.

If you found that the '461 patent was not infringed by Sprint or that the '461 patent was invalid, please skip Question 11 and proceed to the instructions for Section VII regarding damages.

11. Has Enovsys proved by clear and convincing evidence that Sprint willfully infringed the '461 patent?

"Yes" is a finding for Enovsys. "No" is a finding for Sprint.

_____ Yes ✓ No

Please proceed to Section VII.

VII. DAMAGES

A. The '159 patent and Nextel

If you found that the '159 patent was infringed and not invalid, you must answer Question 12 below with respect to the '159 patent.

If you found that the '159 patent was not infringed or that the '159 patent was invalid, you should skip Question 12 and proceed to the instructions for Question 13.

12. What amount of damages do you find Enovsys to have proved by a preponderance of the evidence for the asserted claim 1 of the '159 patent that you found to be valid and infringed by Nextel?

AMOUNT: $ 1,664,036

Please proceed to the instructions for Question 13.

B. The '461 patent and Nextel

If you found one or more claims of the '461 patent was infringed by Nextel and you found that those claims are not invalid, you must answer Question 13 below with respect to the '461 patent.

If you found that none of the claims of '461 patent was infringed by Nextel or that all of the claims of the '461 patent are invalid, you should skip Question 13 and proceed to the instructions for Question 14.

13. What amount of damages do you find Enovsys to have proved by a preponderance of the evidence for the asserted claim or claims of the '461 patent you found to be valid and infringed by Nextel?

AMOUNT: $ 599,958

Please proceed to the instructions for Question 14.

C. The '461 patent and Sprint

If you found one or more claims of the '461 patent was infringed by Sprint and you found that those claims are not invalid, you must answer Question 14 below with respect to the '461 patent.

If you found that none of the claims of '461 patent was infringed by Sprint or that all of the claims of the '461 patent are invalid, you should skip Question 14 and sign and date the form below.

14. What amount of damages do you find Enovsys to have proved by a preponderance of the evidence for the asserted claim or claims of the '461 patent you found to be valid and infringed by Sprint?

AMOUNT: $ 518,837

Please sign and date the form below:

Date 5/16/08

Foreperson name redacted by the Court

Foreperson