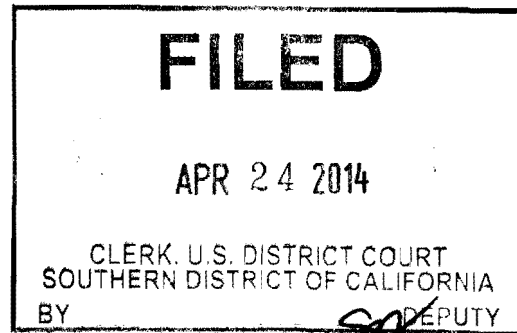


ORIGINAL



**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

VIASAT, INC.,

**Plaintiff-Counterclaim
Defendant,**

vs.

**SPACE SYSTEMS/LORAL, LLC
(f/k/a SPACE SYSTEMS/LORAL,
INC.), LORAL SPACE &
COMMUNICATIONS,
INC.,**

**Defendants-Counterclaim
Plaintiffs.**

CASE NO. 12-cv-00260-H-WVG

JURY VERDICT

1 Please read the entire verdict form. When answering the following questions
2 and filling out this Verdict Form, please follow the directions provided throughout
3 the form. Your answer to each question must be unanimous. Some of the
4 questions contain legal terms that are defined and explained in detail in the Jury
5 Instructions. Please refer to the Jury Instructions if you are unsure about the
6 meaning or usage of any legal term that appears in the questions below.

7 (Continued on following page.)
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We, the jury unanimously agree on the answers to the following questions and return them under the instructions of this court as our verdict in this case.

I. Findings On ViaSat's Claims

A. PATENT INFRINGEMENT CLAIMS

(1) Patent Infringement Claims Against SS/L

1. Answer "Yes" or "No" on the chart below as to each claim in columns 1A, 1B, and 1C below. "Yes" is a finding for ViaSat. "No" is a finding for SS/L.
 - a. Has ViaSat proven by a preponderance of the evidence that SS/L directly infringed any of the claims of the patents listed below, either literally or under the doctrine of equivalents with respect to the Jupiter-1 satellite?
 - b. Has ViaSat proven by a preponderance of the evidence that SS/L contributorily infringed any of the claims of the patents listed below with respect to the Jupiter-1 satellite?
 - c. Has ViaSat proven by a preponderance of the evidence that SS/L induced infringement of any of the claims of the patents listed below with respect to the Jupiter-1 satellite?

	1A	1B	1C
	(Direct Infringement)	(Contributory Infringement)	(Induced Infringement)
'875 Patent			
Claim 12	<u>YES</u>	<u>NO</u>	<u>NO</u>
'827 Patent			
Claim 7	<u>YES</u>	<u>NO</u>	<u>NO</u>

'043 Patent

Claim 1	<u>YES</u>	<u>NO</u>	<u>NO</u>
Claim 3	<u>YES</u>	<u>NO</u>	<u>NO</u>
Claim 8	<u>YES</u>	<u>NO</u>	<u>NO</u>

2. Answer "Yes" or "No" on the chart below as to each claim in columns 2A, 2B, and 2C below. "Yes" is a finding for ViaSat. "No" is a finding for SS/L.
- Has ViaSat proven by a preponderance of the evidence that SS/L directly infringed any of the claims of the '043 patent listed below, either literally or under the doctrine of equivalents, with respect to the NBN satellites?
 - Has ViaSat proven by a preponderance of the evidence that SS/L contributorily infringed any of the following claims of the '043 patent listed below with respect to the NBN satellites?
 - Has ViaSat proven by a preponderance of the evidence that SS/L induced infringement of any of the following claims of the '043 patent with respect to the NBN satellites?

	2A	2B	2C
'043 Patent	(Direct Infringement)	(Contributory Infringement)	(Induced Infringement)
Claim 1	<u>NO</u>	<u>NO</u>	<u>NO</u>
Claim 3	<u>NO</u>	<u>NO</u>	<u>NO</u>
Claim 8	<u>NO</u>	<u>NO</u>	<u>NO</u>

3. If you answered "Yes" on any line in questions 1 or 2 above, has ViaSat proven by clear and convincing evidence that SS/L knew or should have known that its actions constituted an unjustifiably high risk of infringement of a valid and enforceable patent? "Yes" is a finding for ViaSat. "No" is a finding for SS/L. If your answer was "No" on all lines in questions 1 or 2, please answer "N/A" for not applicable

Yes _____ No X N/A _____

4. If your answer to Question 3 is "Yes," has ViaSat proven by a preponderance of the evidence that SS/L willfully infringed a patent? Answer "Yes" or "No." "Yes" is a finding for ViaSat. "No" is a finding for SS/L. If your answer to Question 3 is "No", please answer "N/A" for not applicable.

___ '875 Patent

___ '827 Patent

___ '043 Patent

☒ N/A

(2) Patent Infringement Claims Against Loral

5. Has ViaSat proven by a preponderance of the evidence that Loral induced infringement of any of the claims of the patents listed below with respect to the Jupiter-1 satellite? Answer "Yes" or "No." "Yes" is a finding for ViaSat. "No" is a finding for Loral.

'875 Patent

Claim 12 NO

'827 Patent

Claim 7 NO

'043 Patent

Claim 1 NO

Claim 3 NO

Claim 8 NO

6. Answer "Yes" or "No" on the chart below as to each claim in columns 6A and 6B below. "Yes" is a finding for ViaSat. "No" is a finding for Loral.

- a. Has ViaSat proven by a preponderance of the evidence that Loral directly infringed any of the claims of the '043 patent listed below, either literally or under the doctrine of equivalents, with respect to the NBN satellites?
- b. Has ViaSat proven by a preponderance of the evidence that Loral induced infringement of any of the following claims of the '043 patent with respect to the NBN satellites?

	6A	6B
	(Direct Infringement)	(Induced Infringement)
'043 Patent		
Claim 1	<u>NO</u>	<u>NO</u>
Claim 3	<u>NO</u>	<u>NO</u>
Claim 8	<u>NO</u>	<u>NO</u>

7. If you answered "Yes" on any line in questions 5 or 6 above, has ViaSat proven by clear and convincing evidence that Loral knew or should have known that its actions constituted an unjustifiably high risk of infringement of a valid and enforceable patent? "Yes" is a finding for ViaSat. "No" is a finding for Loral. If your answer on all lines in questions 5 or 6 was "No," please answer "N/A" for not applicable.

Yes _____ No _____ N/A X

8. If your answer to Question 7 is "Yes," has ViaSat proved by a preponderance of the evidence that Loral willfully infringed a patent? Answer "Yes" or "No." "Yes" is a finding for ViaSat. "No" is a finding for Loral. If your answer to question 7 was "No," please answer "N/A" for not applicable.

____ '875 Patent

____ '827 Patent

____ '043 Patent

X N/A

B. INVALIDITY DEFENSES

Please note that you should answer the following questions regarding validity regardless of your findings with respect to infringement. Some questions have multiple sub-parts.

(1) Anticipation

9. Have SS/L and Loral proven by clear and convincing evidence that any of the claims of the following patents are invalid as anticipated or, in other words, not new? Answer "Yes" or "No." "Yes" is a finding for SS/L and Loral. "No" is a finding for ViaSat.

'875 Patent

Claim 12 NO

'827 Patent

Claim 7 NO

'043 Patent

Claim 1 NO

Claim 3 NO

Claim 8 NO

(2) Obviousness

10. Have SS/L and Loral proven by clear and convincing evidence that any of the claims of the patents listed on the chart below are invalid because they would have been obvious to a person of ordinary skill in the field at the time the patent application was filed? Answer "Yes" or "No." "Yes" is a finding for SS/L and Loral. "No" is a finding for ViaSat.

'875 Patent

Claim 12 NO

'827 Patent

Claim 7 NO

'043 Patent

Claim 1 NO

Claim 3 NO

Claim 8 NO

(3) Inventorship

11. Have SS/L and Loral proven by clear and convincing evidence that the '827 patent fails to meet the requirement to name all actual inventors and only the actual inventors? Answer "Yes" or "No." "Yes" is a finding for SS/L and Loral. "No" is a finding for ViaSat.

Yes _____ No X

C. CONTRACT CLAIMS

12. Has ViaSat proven by a preponderance of the evidence that SS/L breached the March 2006 NDA? Answer "Yes" or "No." "Yes" is a finding for ViaSat. "No" is a finding for SS/L.

Yes X No _____

13. If you answered "Yes" to Question 12, has ViaSat proven by a preponderance of the evidence that it was harmed by SS/L's breach? Answer "Yes" or No." "Yes" is a finding for ViaSat. "No" is a finding for SS/L. If your answer to Question 12 was "No," please answer "N/A" for not applicable.

Yes X No _____ N/A _____

14. Has ViaSat proven by a preponderance of the evidence that SS/L breached the January 7, 2008 Build Contract? Answer "Yes" or "No." "Yes" is a finding for ViaSat. "No" is a finding for SS/L.

Yes X No _____

15. If you answered "Yes" to Question 14, has ViaSat proven by a preponderance of the evidence that it was harmed by SS/L's breach? Answer "Yes" or "No." If your answer to Question 14 was "No," please answer "N/A" for not applicable.

Yes X No _____ N/A _____

16. Has ViaSat proven by a preponderance of the evidence that Loral breached the Loral NDA? Answer "Yes" or "No." "Yes" is a finding for ViaSat. "No" is a finding for Loral.

Yes _____ No X

17. If you answered "Yes" to Question 16, has ViaSat proven by a preponderance of the evidence that it was harmed by Loral's breach? Answer "Yes" or "No." If your answer to Question 16 was "No," please answer "N/A" for not applicable.

Yes _____ No _____ N/A X

D. DAMAGES

ViaSat seeks damages from SS/L and Loral for both patent infringement and breach of contract. Even if you find that damages for these two legal claims overlap, you should consider the amount of damages (if any) for each claim separately. That means your answers to questions 18-26 below (dealing with patent infringement damages) should be considered separately from your answer to questions 27 and 28 (dealing with breach of contract damages). Question 29 addresses the extent to which any damages you award for each type of claim overlap.

(1) Patent Infringement Damages – Jupiter-1

You are to answer the following questions only for the ViaSat patent claims that you found were both infringed and valid, if any, in relation to the Jupiter-1 satellite. If you did not find any claims to be both infringed and valid, please answer "N/A" for not applicable.

18. What lost profits, if any, did ViaSat show by a preponderance of the evidence it suffered as a result of sales that it would with reasonable probability have made but for SS/L or Loral's infringement of the '875, '043, or '827 patents with respect to the Jupiter-1 satellite? If you did not find any claims to be both infringed and valid, please answer "N/A" for not applicable.

\$58,000,000.00 N/A _____

19. If ViaSat has not proved its entitlement to lost profits or if lost profits do not fully compensate ViaSat for the infringement of the '875, '043, or '827 patents, what has ViaSat proved by a preponderance of the evidence it is entitled to as a reasonable royalty with respect to the claims of the '875, '043, or '827 patents you found were infringed in relation to the Jupiter-1 satellite?

\$123,000,000.00 N/A _____

Questions 20-25 relate to questions 18 and 19 for each patent and apportion lost profits, if any, and reasonable royalty, if any, for each patent. If you did not award damages, please answer "N/A" for not applicable.

'875 Patent

20. What lost profits, if any, did ViaSat show by a preponderance of the evidence it suffered as a result of sales that it would with reasonable probability have made but for SS/L or Loral's infringement of the '875 patent with respect to the Jupiter-1 satellite?

\$ 15,660,000.00 N/A _____

21. If ViaSat has not proved its entitlement to lost profits or if lost profits do not fully compensate ViaSat for the infringement of the '875 patent, what has ViaSat proved by a preponderance of the evidence it is entitled to as a reasonable royalty with respect to the claims of the '875 patent you found were infringed in relation to the Jupiter-1 satellite?

\$ 33,210,000.00 N/A _____

'043 Patent

22. What lost profits, if any, did ViaSat show by a preponderance of the evidence it suffered as a result of sales that it would with reasonable probability have made but for SS/L or Loral's infringement of the '043 patent with respect to the Jupiter-1 satellite?

\$ 23,780,000.00 N/A _____

23. If ViaSat has not proved its entitlement to lost profits or if lost profits do not fully compensate ViaSat for the infringement of the '043 patent, what has ViaSat proved by a preponderance of the evidence it is entitled to as a reasonable royalty with respect to the claims of the '043 patent you found were infringed in relation to the Jupiter-1 satellite?

\$ 50,430,000.00 N/A _____

'827 Patent

24. What lost profits, if any, did ViaSat show by a preponderance of the evidence it suffered as a result of sales that it would with reasonable probability have made but for SS/L or Loral's infringement of the '827 patent with respect to the Jupiter-1 satellite?

\$18,560,000.00 N/A _____

25. If ViaSat has not proved its entitlement to lost profits or if lost profits do not fully compensate ViaSat for the infringement of the '827 patent, what has ViaSat proved by a preponderance of the evidence it is entitled to as a reasonable royalty with respect to the claims of the '827 patent you found were infringed in relation to the Jupiter-1 satellite?

\$39,360,000.00 N/A _____

(2) Patent Infringement Damages – NBN Satellites

You are to answer the following question only for the '043 patent claims that you found were both infringed and valid, if any, in relation to the NBN satellites. If you did not find any claims to be both infringed and valid, please answer "N/A" for not applicable.

26. What has ViaSat proved by a preponderance of the evidence it is entitled to as a reasonable royalty with respect to the claims of the '043 patent you found were infringed in relation to the NBN satellites?

_____ N/A X

(3) Breach of Contract Damages

You are to answer the following question if you found that SS/L or Loral breached its contractual obligations and ViaSat was harmed as a result of the breach in questions 12 – 17. If you did not find a breach of contract or harm, please answer “N/A” for not applicable.

27. If you found SS/L breached one or more of its contracts with ViaSat and that ViaSat was harmed by such breach, what is the total dollar amount ViaSat has proved by a preponderance of the evidence it is entitled to receive to compensate for that breach of contract?

\$ 123,000,000.00 N/A _____

28. If you found Loral breached its contract with ViaSat and that ViaSat was harmed by such breach, what is the total dollar amount ViaSat has proved by a preponderance of the evidence it is entitled to receive to compensate for that breach of contract?

_____ N/A X

ViaSat seeks damages from SS/L and Loral for both breach of contract and patent infringement. ViaSat will only be awarded damages (if any) once for a particular injury, if ViaSat sustains its burden of proof, regardless of the number of legal theories alleged. Answer the following questions if you awarded ViaSat damages in response to questions 18-28 above or answer "N/A" for not applicable if you did not award any damages to ViaSat.

29. Please identify the following summaries of all damages amounts, if any, that you awarded:

(a) Damages for patent infringement:

(The sum of the amounts identified in response to Questions 18 and 19, and 26)

\$181,000,000.00

(b) Damages for breach of contract:

(The amount identified in response to Questions 27 and 28)

\$123,000,000.00

(c) The amount of breach of contract damages entered for 29(b) that does not overlap with any patent infringement damages entered for 29(a):

(The amount in Question 29(b) that is not duplicative of the amount in Question 29(a))

\$102,000,000.00

(d) Total damages to be awarded to ViaSat:
(Question 29(a) plus Question 29(c))

\$283,000,000.00

(e) N/A for not applicable

N/A

Dated: 24th APR 2014
San Diego, CA

John W. Lowe
PRESIDING JUROR