

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
CAMDEN VICINAGE**

EAGLE VIEW TECHNOLOGIES, INC.,) Civil Action No.: 1:15-cv-07025
et al.,) (RMB-JS)
)
Plaintiffs,) **VERDICT FORM**
)
v.)
)
)
XACTWARE SOLUTIONS, INC., *et*)
al.,)
)
Defendants.)

VERDICT FORM

I. FINDINGS ON INFRINGEMENT

Question 1. Do you find that EagleView has proven by a preponderance of the evidence that Xactware’s Xactimate in combination with Property InSight or Roof InSight and the “Mass Production Tool” **directly infringed** the following claims of the following EagleView patents?

Check “Yes” (for EagleView) or “No” (for Xactware) for each Claim.

<u>'436 Patent: Claim 2</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>'436 Patent: Claim 36</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>'840 Patent: Claim 10</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>'376 Patent: Claim 20</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>'454 Patent: Claim 26</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>'770 Patent: Claim 12</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Question 2. Do you find that EagleView has proven by a preponderance of the evidence that Xactware’s Xactimate in combination with Aerial Sketch version 2 **directly infringed** the following claims of the following EagleView patents?

Check “Yes” (for EagleView) or “No” (for Xactware) for each Claim.

<u>'840 Patent: Claim 10</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>'376 Patent: Claim 20</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>'454 Patent: Claim 26</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>'770 Patent: Claim 12</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Question 3. Do you find that EagleView has proven by a preponderance of the evidence that one or both of Xactware and Verisk **indirectly infringed** the following claims of the following EagleView patents?

Check “Yes” (for EagleView) or “No” (for Xactware and Verisk listed separately) for each Claim.

	Xactware		Verisk	
<u>'436 Patent: Claim 2</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>'436 Patent: Claim 36</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>'840 Patent: Claim 10</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>'376 Patent: Claim 20</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>'454 Patent: Claim 26</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<u>'770 Patent: Claim 12</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

II. WILLFUL INFRINGEMENT

Answer Question 4 only if you have found at least one Asserted Claim infringed by Xactware or Verisk.

Question 4. Do you find that EagleView has proven by a preponderance of the evidence that the infringement by one or both of Xactware and Verisk was willful?

Check “Yes” (for EagleView) or “No” (for Xactware and Verisk listed separately).

Xactware	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Verisk	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

IV. FINDINGS ON VALIDITY

'436 Patent

Claim 2

Question 5. Do you find that Xactware and Verisk have proven by clear and convincing evidence that Claim 2 of the '436 Patent is invalid as obvious in light of the prior art presented?

Yes (for Xactware and Verisk) No (for EagleView)

Claim 36

Question 6. Do you find that Xactware and Verisk have proven by clear and convincing evidence that Claim 36 of the '436 Patent is invalid as obvious in light of the prior art presented?

Yes (for Xactware and Verisk) No (for EagleView)

'840 Patent

Question 7. Do you find that Xactware and Verisk have proven by clear and convincing evidence that Claim 10 of the '840 Patent is invalid as anticipated by the prior art presented?

Yes (for Xactware and Verisk) No (for EagleView)

Question 8. Do you find that Xactware and Verisk have proven by clear and convincing evidence that Claim 10 of the '840 Patent is invalid as obvious in light of the prior art presented?

Yes (for Xactware and Verisk) No (for EagleView)

'376 Patent

Question 9. Do you find that Xactware and Verisk have proven by clear and convincing evidence that Claim 20 of the '376 Patent is invalid as anticipated by the prior art presented?

Yes (for Xactware and Verisk) No (for EagleView)

Question 10. Do you find that Xactware and Verisk have proven by clear and convincing evidence that Claim 20 of the '376 Patent is invalid as obvious in light of the prior art presented?

Yes (for Xactware and Verisk) No (for EagleView)

'454 Patent

Question 11. Do you find that Xactware and Verisk have proven by clear and convincing evidence that Claim 26 of the '454 Patent is invalid as obvious in light of the prior art presented?

___ Yes (for Xactware and Verisk) No (for EagleView)

'770 Patent

Question 12. Do you find that Xactware and Verisk have proven by clear and convincing evidence that Claim 12 of the '770 Patent is invalid as obvious in light of the prior art presented?

___ Yes (for Xactware and Verisk) No (for EagleView)

IV. DAMAGES

Answer the following questions only if you have found at least one Asserted Claim valid and infringed.

Lost Profits

Question 13. What amount of lost profits, if any, do you find EagleView has proven by a preponderance of the evidence that it is entitled to recover because of infringement?

\$ \$125 million

Reasonable Royalty

Question 14. For any infringement that is not compensated by lost profits above, what amount do you determine to be a reasonable royalty amount to compensate EagleView for infringement?

\$ 0

You have now reached the end of the verdict form and should review it to ensure it accurately reflects your unanimous determinations. The Foreperson should then sign and date the verdict form in the spaces below and notify the Court Security Guard that you have reached a verdict. The Foreperson should retain possession of the verdict form and bring it when the jury is

Dated: September 25, 2019

By:

Foreperson