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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

VALVE CORPORATION,  
  
Plaintiff,  
  
v.  
  
ROTHSCHILD ET AL,  
  
Defendants.

CASE NO. 2:23-cv-01016-JNW  
  
VERDICT FORM

VERDICT FORM

We the jury, provide the following answers to the questions submitted by the Court:

Section A. Patent Invalidation Claim.

**Question 1:** Do you find that Valve has proven that it is highly probable that Claim 7 of the '221 Patent would have been obvious to a person of ordinary skill in the art at the time the patent application was filed?

Yes

No

*Please proceed to Section B.*

**Section B. Breach of Contract Claims.**

**2022 Display Technologies Lawsuit**

*The Court has already found that by filing the 2022 lawsuit against Valve, Defendants Leigh Rothschild and Display Technologies breached the Global Settlement and License Agreement. Please proceed to Question 2.*

**Question 2:** Was that breach material?

Yes ✓ No \_\_\_\_\_

*Please proceed to Question 3.*

**Question 3:** What sum of money, if any, do you award Valve for Defendants Leigh Rothschild’s and Display Technologies’ breach of the Global Settlement and License Agreement in 2022? You must write down at least \$1.

\$ 130,000

*Please proceed to Question 4.*

**Anticipatory Breach of Contract – June 2023 Letter**

**Question 4:** Did Defendants Leigh Rothschild or Rothschild Broadcast Distribution Systems have a just excuse for their absolute repudiation of their obligations under the Global Settlement and License Agreement when they sent the June 2023 Letter?

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Defendant Leigh Rothschild:

Yes \_\_\_\_\_

No  \_\_\_\_\_

Defendant Rothschild Broadcast Distribution Systems:

Yes \_\_\_\_\_

No  \_\_\_\_\_

*If you answered "no" for at least one Defendant in response to Question 4, please proceed to Question 5. If you answered "yes" for both Defendants, proceed to the Section C.*

**Question 5:** Were the absolute repudiations of either Defendants Leigh Rothschild or Rothchild Broadcast Distribution Systems material?

Defendant Leigh Rothschild:

Yes  \_\_\_\_\_

No \_\_\_\_\_

Defendant Rothschild Broadcast Distribution Systems:

Yes  \_\_\_\_\_

No \_\_\_\_\_

*Please proceed to Question 6.*

**Question 6:** What sum of money, if any, do you award Valve for Defendants Leigh Rothschild's or Rothschild Broadcast Distribution Systems' 2023 absolute repudiation of the Global Settlement and License Agreement? *You must write down at least \$1.00.*

\$ 1.00

*Please proceed to Section C.*

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**Section C. Washington Patent Troll Prevention Act and Washington Consumer Protection Act Claims.**

**Question 7:** Did Defendants violate the Washington Patent Troll Prevention and Consumer Protection Acts by making an assertion of patent infringement in bad faith?

Defendant Leigh Rothschild:

Yes  No

Defendant Rothschild Broadcast Distribution Systems:

Yes  No

Defendant Patent Asset Management:

Yes  No

Defendant Samuel Meyler:

Yes  No

Defendant Meyler Legal PLLC:

Yes  No

*If you answered "yes" for at least one Defendant in response to Question 7, please proceed to Question 8. If you answered "no" for all Defendants in response to Question 7, please skip the remaining questions and sign and date this Verdict.*

1 **Question 8:** Did Defendants' bad faith assertion of patent infringement  
2 occur in the conduct of Defendants' trade or commerce?

3 Defendant Leigh Rothschild:

4 Yes  \_\_\_\_\_ No \_\_\_\_\_

5 Defendant Rothschild Broadcast Distribution Systems:

6 Yes  \_\_\_\_\_ No \_\_\_\_\_

7 Defendant Patent Asset Management:

8 Yes  \_\_\_\_\_ No \_\_\_\_\_

9 Defendant Samuel Meyler:

10 Yes  \_\_\_\_\_ No \_\_\_\_\_

11 Defendant Meyler Legal PLLC:

12 Yes  \_\_\_\_\_ No \_\_\_\_\_

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14 *Please proceed to Question 9.*

15 **Question 9:** Was Defendants' bad faith assertion of patent infringement  
16 made for an improper purpose?

17 Defendant Leigh Rothschild:

18 Yes  \_\_\_\_\_ No \_\_\_\_\_

19 Defendant Rothschild Broadcast Distribution Systems:

20 Yes  \_\_\_\_\_ No \_\_\_\_\_

21 Defendant Patent Asset Management:

22 Yes  \_\_\_\_\_ No \_\_\_\_\_

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Defendant Samuel Meyler:

Yes  No

Defendant Meyler Legal PLLC:

Yes  No

*Please proceed to Question 10.*

**Question 10:** What amount of damages, if any, do you award Valve for the violation of the Washington Patent Troll Prevention and Consumer Protection Acts?

\$ 1364

*If you awarded less than \$25,000 to Valve in response to Question 10, please proceed to Question 11. If you awarded \$25,000 or more, or did not award Valve any damages in response to Question 10, please skip the remaining questions and sign and date this Verdict.*

**Question 11:** Is Valve entitled to increased damages?

Yes  No

*If you answered "yes" to Question 11, please proceed to Question 12. If you answered "no" to Question 11, please skip the remaining question and sign and date this Verdict.*

