

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 16-cv-02052-JLK

BLUERADIOS, INC.,

Plaintiff,

v.

KOPIN CORPORATION,

Defendant.

VERDICT FORM

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We answer the questions submitted to us as follows:

Claim 1: Breach of Contract

Concerning BlueRadios’ first claim, for Breach of Contract, under Instruction No. 3.1:

1. Do you find it more likely than not that Kopin entered into a contract with BlueRadios?

Yes No

If you answered “yes,” continue to Question 2. If you answered “no,” then skip to Claim 3.

2. Do you find it more likely than not that BlueRadios substantially performed its obligations under the parties’ contract and/or addendum?

Yes No

If you answered “yes,” continue to Question 3. If you answered “no,” skip to Claim 3.

3. Do you find it more likely than not that Kopin agreed under the contract to do any of the following, as outlined under Instruction 3.1?

	Yes	No
Pay BlueRadios royalties on Kopin’s sale and/or licensed sale of Golden-i units, parts, and technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Keep BlueRadios’ confidential technology, developments, and know-how confidential	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name BlueRadios employees as inventors on patents that protect Golden-i technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Assign BlueRadios sole ownership of patents that incorporate BlueRadios’ technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Assign BlueRadios co-ownership of patents that incorporate Golden-i technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If you answered “yes” to the entries “Assign BlueRadios sole ownership of patents that incorporate BlueRadios’ technology” or “Assign BlueRadios co-ownership of patents that incorporate Golden-I technology,” please continue to Question 4, otherwise skip to Question 5.

4. Should Kopin assign BlueRadios co-ownership of patents containing the following figures?

	Yes	No
The Bubble Figure		✓
The Hardware Figure		✓
The Internal Components Schematic		✓
The Flowchart Figure		✓
The Military Helmet Figure		✓
The Remote Control Figure		✓
The Voice & Headtracking Figure		✓
The Solar House Figures		✓

If you answered “yes” to at least one entry in Question 3, continue to Question 5. Otherwise, skip to Claim 2.

5. Do you find it more likely than not that Kopin failed to substantially perform one or more of its obligations under the parties’ contract and/or addendum?

Yes No

If you answered “yes,” continue to Questions 6 and 7. If you answered “no,” skip to Claim 2.

6. Do you find it more likely than not that any conduct that breached the contract or addendum occurred before August 12, 2013?

Yes No

7. Do you find it more likely than not that BlueRadios knew, or should have known, with the exercise of reasonable diligence, of the existence of the breach of the contract before August 12, 2013?

Yes No

If you answered “yes” to either Questions 6 or 7, continue to Questions 8 and 9. If you answered “no” to both Questions, skip to Questions 10 and 11.

8. Do you find it more likely than not that Kopin engaged in intentional, wrongful conduct that prevented BlueRadios from knowing the existence of the breach of the contract before August 12, 2013?

Yes No

9. With respect only to Kopin’s alleged breach of any continuous duties to perform, do you find it more likely than not that Kopin breached the contract or addendum after that August 12, 2013? (NOTE: If you answered “no” to the first entry under Question 3 under Claim 1, you should answer “no” here as well)

Yes No

If you answered “yes” to either Questions 8 or 9, continue to Questions 10 and 11. If you answered “no,” skip to Claim 2.

10. What do you find BlueRadios' damages as a result of the breach of contract are?

General damages (Instruction No. 3.10): \$ 5,114

11. Do you find it more likely than not that Kopin breached its contractual obligations through intentional or substantial wrongdoing?

Yes No

If you answered "yes," continue to Question 11. If you answered "no," skip to Claim 2.

12. What do you advise BlueRadios' disgorgement damages for breach of contract should be?

Disgorgement damages (Instruction No. 3.7): \$ 3.5 M

Claim 2: Breach of the Implied Duty of Good Faith and Fair Dealing

Concerning BlueRadios' second claim, for Breach of the Implied Duty of Good Faith and Fair Dealing, under Instruction No. 3.5:

1. Do you find it more likely than not that BlueRadios and Kopin entered into a contract? (NOTE: If you answered "yes" to Question 1 under Claim 1, you should answer "yes" here as well)

Yes No

If you answered "yes," continue to Question 2. If you answered "no", skip to Claim 3.

2. Do you find it more likely than not that BlueRadios substantially performed its obligations under the parties' contract and/or addendum? (NOTE: If you answered "yes" to Question 2 under Claim 1, you should answer "yes" here as well)

Yes No

If you answered "yes," continue to Question 3. If you answered "no," skip to Claim 3.

3. Do you find it more likely than not that Kopin prevented BlueRadios from enjoying the benefits of the contract by doing one or more of the following, as outlined under Instruction 3.5?

	Yes	No
Excluding BlueRadios from the benefits and profits of the monetization of Golden-i technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Precluding BlueRadios from enjoying the benefits of Kopin's use and enjoyment of BlueRadios' technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disclosing BlueRadios' confidential information without proper permission from BlueRadios	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Incorporating BlueRadios' employees' inventive contributions in issued patents and patent applications without naming them as co-inventors	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Incorporating BlueRadios' developments in issued patents and patent applications without naming BlueRadios as a co-owner	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If you answered "yes" to at least one entry in Question 3, then continue to Question 4. If you answered "no" to all entries, then skip to Claim 3.

4. Do you find it more likely than not that, with respect to the actions listed above, Kopin misused the discretion conferred by the contract to act dishonestly or to act outside of accepted commercial practices to deprive BlueRadios of some or all of the benefits of the contract.?

Yes No

If you answered "yes," continue to Questions 5 and 6. If you answered "no," skip to Claim 3.

5. Do you find it more likely than not that any conduct that breached the implied covenant of good faith and fair dealing occurred before August 12, 2013? (Instruction 3.16)

Yes No

6. Do you find it more likely than not that BlueRadios knew, or should have known, with the exercise of reasonable diligence, of the existence of the breach of the implied covenant of good faith and fair dealing before August 12, 2013?

Yes No

If you answered "yes" to either Question 5 or 6, continue to Question 7. If you answered "no" to both Questions, skip to Question 8.

7. Do you find it more likely than not that Kopin engaged in intentional, wrongful conduct that prevented BlueRadios from having information necessary to file a lawsuit against Kopin for breach of the implied covenant of good faith and fair dealing before August 12, 2013?

Yes No

If you answered "yes," continue to Questions 8 and 9. If you answered "no," skip to Claim 3.

8. What do you find BlueRadios' damages as a result of the breach of the implied covenant of good faith and fair dealing are?

General damages (Instruction No. 3.10): \$ 600,000

9. Do you find it more likely than not that Kopin breached its contractual obligations through intentional or substantial wrongdoing?

Yes No

If you answered "yes," continue to Question 10. If you answered "no," skip to Claim 3.

10. What do you advise BlueRadios' disgorgement damages for breach of the duty of good faith and fair dealing should be?

Disgorgement damages (Instruction No. 3.7): \$ 7.2 M

Claim 3: Misappropriation of Trade Secrets Under the Colorado Uniform Trade Secrets Act (CUTSA)

Concerning BlueRadios' third claim, for Misappropriation of Trade Secrets under CUTSA, under Instruction No. 3.13.

1. Do you find it more likely than not that BlueRadios possessed information that is not generally known to, or readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information, as a part of any of the following categories?

	Yes	No
Board support package designed for wearable computer with head-mounted display	✓	
Miniaturized printed circuit board designed for wearable computer with head-mounted display	✓	
Graphical user interface designed for wearable computer with head-mounted display		✓
Technological platform designed for wireless head-mounted display platform	✓	
Figures and explanations of figures contained in certain patents on which Kopin did not name BlueRadios as a co-owner	✓	

If you answered "yes" to at least one entry in Question 1, continue to Question 2. If you answered "no" to all entries, skip to Claim 5.

2. Do you find it more likely than not that BlueRadios took reasonable measures to keep specific information within the following categories secret?

	Yes	No
Board support package designed for wearable computer with head-mounted display	✓	
Miniaturized printed circuit board designed for wearable computer with head-mounted display	✓	
Graphical user interface designed for wearable computer with head-mounted display	✓	
Technological platform designed for wireless head-mounted display platform	✓	
Figures and explanations of figures contained in certain patents on which Kopin did not name BlueRadios as a co-owner	✓	

If you answered "yes" to at least one entry in Question 2 that you also previously answered "yes" to under Question 1, continue to Question 3. If you answered "no" to all entries that you previously answered "yes" to under Question 1, skip to Claim 5.

3. Do you find it more likely than not that BlueRadios' specific information in the following categories provided BlueRadios with an actual or potential business advantage over others who do not know that information and who could obtain economic value from its disclosure or use?

	Yes	No
Board support package designed for wearable computer with head-mounted display	✓	
Miniaturized printed circuit board designed for wearable computer with head-mounted display	✓	
Graphical user interface designed for wearable computer with head-mounted display		✓
Technological platform designed for wireless head-mounted display platform	✓	
Figures and explanations of figures contained in certain patents on which Kopin did not name BlueRadios as a co-owner	✓	

If you answered "yes" to at least one entry in Question 3 that you also previously answered "yes" to under both Questions 1 and 2, continue to Question 4. If you answered "no" to all entries that you previously answered "yes" to under both Questions 1 and 2, skip to Claim 5.

4. Do you find it more likely than not that Kopin disclosed or used BlueRadios' trade secrets without BlueRadios' consent?

Yes No

If you answered "yes," continue to Question 5. If you answered "no," skip to Claim 4

5. Do you find it more likely than not that Kopin knew or should have known that BlueRadios' trade secrets were acquired by improper means?

Yes No

If you answered "yes," continue to Questions 6 and 7 (Instruction 3.16). If you answered "no," skip to Claim 4.

6. Do you find it more likely than not that any conduct that constituted trade secret misappropriation occurred before August 12, 2013?

Yes No

7. Do you find it more likely than not that BlueRadios knew, or should have known, with the exercise of reasonable diligence, of the existence of trade secret misappropriation before August 12, 2013?

Yes No

If you answered "yes" to both Question 6 and 7, continue to Questions 8 and 9 (Instruction 3.16). If you answered "no" to both Questions, skip to Questions 10 and 11.

8. Do you find it more likely than not that Kopin misappropriated BlueRadios' trade secrets after August 12, 2013 and that those trade secrets were not related to any trade secrets Kopin misappropriated from BlueRadios before that date?

Yes ___ No

9. Do you find it more likely than not that Kopin engaged in intentional, wrongful conduct that prevented BlueRadios from having information necessary to file a lawsuit against Kopin for trade secret misappropriation under the CUTSA before August 12, 2013?

Yes No ___

If you answered "yes" to either Question 8 or 9, continue to Question 10. If you answered "no" to both Questions, skip to Claim 4.

10. How much was Kopin unjustly enriched by trade secret misappropriation of BlueRadios' trade secrets under the Colorado Uniform Trade Secret Act should be?

Unjust Enrichment Damages (Instruction Nos. 3.7 & 3.18): \$ 591,660

11. Do you find, after review of all the evidence, you firmly believe it is highly probable that Kopin acted with willfulness and malice in misappropriating one or more of BlueRadios' trade secrets?

Yes No ___

If you answered "yes", continue to Question 12. If you answered "no," skip to Claim 4.

12. What are BlueRadios' exemplary damages?

Exemplary damages (Instruction No. 3.32): \$ 1,183,321

Claim 4: Misappropriation of Trade Secrets Under the Defend Trade Secrets Act (DTSA)

Concerning BlueRadios’ fourth claim, for Misappropriation of Trade Secrets under the DTSA, under Instruction No. 3.14:

1. Do you find it more likely than not that BlueRadios was the owner or licensee of one or more trade secrets (the specific information that prompted a “yes” answer in the same categories, if any, in Questions 1, 2, and 3 under Claim 3)? If so, under what categories did the trade secrets fall?

	Yes	No
Board support package designed for wearable computer with head-mounted display	✓	
Miniaturized printed circuit board designed for wearable computer with head-mounted display	✓	
Graphical user interface designed for wearable computer with head-mounted display		✓
Technological platform designed for wireless head-mounted display platform	✓	

If you answered “yes” to at least one entry in Question 1, continue to Question 2. If you answered “no,” skip to Claim 5.

2. Do you find it more likely than not that the trade secret in the following categories is related to a product or service used in, or intended for use in, interstate or foreign commerce (Instruction No. 3.14)?

	Yes	No
Board support package designed for wearable computer with head-mounted display	✓	
Miniaturized printed circuit board designed for wearable computer with head-mounted display	✓	
Graphical user interface designed for wearable computer with head-mounted display	✓	
Technological platform designed for wireless head-mounted display platform	✓	

If you answered “yes” to at least one entry in Question 2 that you also previously answered “yes” to under Question 1, continue to Question 3. If you answered “no” to all entries that you previously answered “yes” to under Question 1, skip to Claim 5.

3. Do you find it more likely than not that Kopin improperly acquired, disclosed and/or used BlueRadios’ trade secrets without BlueRadios’ consent?

Yes ✓ No

If you answered "yes," continue to Question 4. If you answered "no," skip to Claim 5.

- 4. Do you find it more likely than not that Kopin knew or should have known that BlueRadios' trade secrets were acquired, disclosed, and/or used by improper means?

Yes No

If you answered "yes," continue to Question 5. If you answered "no," skip to Claim 5.

- 5. Do you find it more likely than not that misappropriation of BlueRadios' trade secrets continued after May 11, 2016 (Instruction 3.17)?

Yes No

If you answered "yes," continue to Questions 6 and 7. If you answered "no," skip to Claim 5.

- 6. How much was Kopin unjustly enriched by trade secret misappropriation of BlueRadios' trade secrets under the Defend Trade Secret Act after May 11, 2016?

Damages (Instruction Nos. 3.7 & 3.18): \$ 3,910,466

- 7. Do you find, after review of all the evidence, you firmly believe it is highly probable that Kopin acted with willfulness and malice in misappropriating one or more of BlueRadios' trade secrets?

Yes No

If you answered "yes", continue to Question 8. If you answered "no," skip to Claim 5.

- 8. What are BlueRadios' exemplary damages?

Exemplary damages (Instruction No. 3.32): \$ 7,820,932

Claim 5: Correction of Inventorship

Concerning BlueRadios' fifth claim, for Correction of Inventorship, under Instruction No. 3.10:

1. Do you find, after review of all the evidence, you firmly believe it is highly probable that Jeffrey Jacobsen did not make a significant contribution to the conception of at least one of the claims of United States Patent No. 8,355,671?

Yes ___ No

2. Do you find, after review of all the evidence, you firmly believe it is highly probable that John Sample made a significant contribution to the conception of one or more claims of United States Patent No. 8,909,296?

Yes No ___

3. Do you find, after review of all the evidence, you firmly believe it is highly probable that Wilfred Tucker made a significant contribution to the conception of one or more claims of United States Patent No. 8,909,296?

Yes No ___