

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

TEVA PHARMACEUTICALS  
INTERNATIONAL GMBH and  
TEVA PHARMACEUTICALS  
USA, INC.,

Plaintiffs,

v.

ELI LILLY AND COMPANY,

Defendant.

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

Civil Action No. 18-cv-12029-ADB

**VERDICT FORM**

*Note:*

*The term “’045 Patent” refers to United States Patent No. 8,586,045.*

*The term “’907 Patent” refers to United States Patent No. 9,884,907.*

*The term “’908 Patent” refers to United States Patent No. 9,884,908.*

*The term “the Zeller Patents” refers to all three of the above collectively.*

**QUESTION 1: INDUCED INFRINGEMENT**

Has Teva proven by a preponderance of the evidence that Lilly has induced the infringement of the asserted claims of the Zeller patents?

**'045 Patent**

Claim 30

Proven

Not Proven

**'907 Patent**

Claim 5

Proven

Not Proven

Claim 6

Proven

Not Proven

**'908 Patent**

Claim 5

Proven

Not Proven

Claim 6

Proven

Not Proven

Please proceed to Question 2.

**QUESTION 2: CONTRIBUTORY INFRINGEMENT**

Has Teva proven by a preponderance of the evidence that Lilly has contributorily infringed the asserted claims of the Zeller patents?

**'045 Patent**

Claim 30                      Proven                       Not Proven

**'907 Patent**

Claim 5                      Proven                       Not Proven

Claim 6                      Proven                       Not Proven

**'908 Patent**

Claim 5                      Proven                       Not Proven

Claim 6                      Proven                       Not Proven

If you answered "Not Proven" as to every claim in Question 1 and Question 2, please proceed to Question 4. Otherwise, please proceed to Question 3.

**QUESTION 3: WILLFUL INFRINGEMENT**

For any claim(s) for which you answered “Proven” in Question 1 or Question 2, please answer the following question. If you answered “Not Proven” for any claim in Question 1 and Question 2, the line for that claim below should be left blank.

Has Teva proven by a preponderance of the evidence that Lilly willfully infringed that claim?

**'045 Patent**

Claim 30                      Proven                       Not Proven

**'907 Patent**

Claim 5                      Proven                       Not Proven

Claim 6                      Proven                       Not Proven

**'908 Patent**

Claim 5                      Proven                       Not Proven

Claim 6                      Proven                       Not Proven

Please proceed to Question 4.

**QUESTION 4: WRITTEN DESCRIPTION**

Has Lilly proven by clear and convincing evidence that the following claims of the Zeller patents are invalid for lack of written description?

**'045 Patent**

Claim 30                      Proven \_\_\_\_\_                      Not Proven

**'907 Patent**

Claim 5                      Proven \_\_\_\_\_                      Not Proven

Claim 6                      Proven \_\_\_\_\_                      Not Proven

**'908 Patent**

Claim 5                      Proven \_\_\_\_\_                      Not Proven

Claim 6                      Proven \_\_\_\_\_                      Not Proven

Please proceed to Question 5.

**QUESTION 5: ENABLEMENT**

Has Lilly proven by clear and convincing evidence that the following claims of the Zeller patents are invalid for lack of enablement?

**'045 Patent**

Claim 30 Proven \_\_\_\_ Not Proven

**'907 Patent**

Claim 5 Proven \_\_\_\_ Not Proven

Claim 6 Proven \_\_\_\_ Not Proven

**'908 Patent**

Claim 5 Proven \_\_\_\_ Not Proven

Claim 6 Proven \_\_\_\_ Not Proven

If you found that each asserted claim is either (i) not indirectly infringed (i.e., not proven in both Question 1 and Question 2) or (ii) invalid (i.e., proven in either Question 4 or 5), your deliberations are complete, and you should proceed to page 10 (the last page). Otherwise, please proceed to Question 6.

QUESTION 6: PAST LOST PROFITS DAMAGES

What lost profits, if any, did Teva prove that it more likely than not suffered as a result of Lilly's infringement from October 2018 through June 2022?

\$ 90,000,000  
(amount in numbers)

\$ ninety million  
(amount in words)

Please proceed to Question 7.

QUESTION 7: REASONABLE ROYALTY DAMAGES

For those infringing sales for which Teva either has (1) not proved or (2) not asked for lost profits, what has Teva proven would be a reasonable royalty dollar amount for October 2018 through June 2022 and what is the reasonable royalty percentage rate you used in determining that amount?

\$ 36,740,000  
(amount in numbers)

\$ thirty six million seven hundred forty thousand  
(amount in words)

AND

% 5  
(percentage)

% five  
(percentage in words)

Please proceed to Question 8.



**QUESTION 8: FUTURE LOST PROFITS DAMAGES**

What lost future profits damages, if any, did Teva prove that it is more likely than not to suffer as a result of Lilly's infringement from November 2022 through October 2026?

\$ 49,800,000  
(amount in numbers)

\$ forty nine million eight hundred  
(amount in words)

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 Courtroom Deputy or the security officer outside the jury room that you have reached a verdict.

  
\_\_\_\_\_  
Foreperson

  
\_\_\_\_\_  
Date