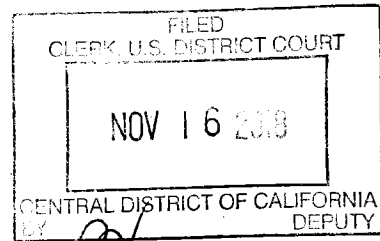


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IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

MONSTER ENERGY COMPANY,
a Delaware corporation,

Plaintiff,

v.

INTEGRATED SUPPLY
NETWORK, LLC, a Florida limited
liability company,

Defendant.

Case No. 5:17-CV-00548-CBM-RAO

VERDICT FORM

Hon. Consuelo B. Marshall

Trial: October 30, 2018

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WE, THE JURY, unanimously find as follows:

1. Did Monster Energy Company (“Monster Energy”) prove by a preponderance of the evidence that Integrated Supply Network, LLC (“ISN”) infringed any of Monster Energy’s federally registered trademarks that include the word “Monster”?

Yes (for Monster Energy) X No (for ISN) _____

(Proceed to Question 2.)

2. Did Monster Energy prove by a preponderance of the evidence that it has any trademark rights in the unregistered mark “Monster”?

Yes (for Monster Energy) _____ No (for ISN) X

(If you answered “No” to Question 2, skip to Question 5. If you answered “Yes” to Question 2, proceed to Question 3.)

3. Did Monster Energy prove by a preponderance of the evidence that ISN infringed Monster Energy’s trademark rights in the unregistered mark “Monster”?

Yes (for Monster Energy) _____ No (for ISN) _____

(If you answered “No” to Question 3, skip to Question 5. If you answered “Yes” to Question 3, proceed to Question 4.)

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4. Did ISN prove by a preponderance of the evidence that Monster Energy abandoned its trademark rights in the unregistered mark "Monster"?

Yes (for ISN) _____ No (for Monster Energy) _____

(Proceed to Question 5.)

5. Did Monster Energy prove by a preponderance of the evidence that ISN infringed any of Monster Energy's federally registered trademarks that include the word "Beast"?

Yes (for Monster Energy) _____ No (for ISN) X

(Proceed to Question 6.)

6. Did Monster Energy prove by a preponderance of the evidence that it owns rights in its alleged trade dress?

Yes (for Monster Energy) X No (for ISN) _____

(If you:

- (A) answered "No" to Questions 1, 5, and 6; and*
 - (B) also answered "No" to either Question 2 or Question 3, or also answered "Yes" to Question 4,*
- then skip to the end to sign and date the Verdict Form.*

Otherwise proceed to Question 7.)

///
///

1 7. Did Monster Energy prove by a preponderance of the evidence that
2 ISN infringed Monster Energy's trade dress?

3
4 Yes (for Monster Energy) X No (for ISN) _____
5

6 (If you:

7 (A) answered "No" to Questions 1, 5, and 7; and

8 (B) also answered "No" to either Question 2 or Question 3, or also
9 answered "Yes" to Question 4,

10 then skip to the end to sign and date the Verdict Form.

11 Otherwise proceed to Question 8.)

12
13 8. What amount did Monster Energy prove by a preponderance of the
14 evidence that ISN should pay in damages caused by its infringement?

15
16 \$ 0
17 ZERO

18 (Proceed to Question 9.)

19
20 9. Did Monster Energy prove by a preponderance of the evidence that
21 ISN's infringement was willful?

22
23 Yes (for Monster Energy) _____ No (for ISN) X
24

25 (If you answered "No" to Question 9, skip to Question 11. If you answered "Yes"
26 to Question 9, proceed to Question 10.)

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10. What amount of ISN's profits did Monster Energy prove by a preponderance of the evidence are attributable to ISN's infringement and should be awarded to Monster Energy?

\$ _____

(Proceed to Question 11.)

11. Did Monster Energy prove by clear and convincing evidence that ISN acted with malice, oppression, or fraud?

Yes (for Monster Energy) X No (for ISN) _____

(If you answered "Yes" to Question 11, proceed to Question 12. If you answered "No" to Question 11, skip to the end to sign and date the Verdict Form.)

12. What amount should ISN pay Monster Energy in punitive damages?

\$5,000,000
Five Million Dollars

You have now reached the end of the verdict form and should review it to ensure it accurately reflects your unanimous determinations. The Presiding Juror should then sign and date the verdict form in the spaces below and notify the Court personnel that you have reached a verdict. The Presiding Juror should retain possession of the verdict form and bring it when the jury is brought back into the courtroom.

DATED: 11/16/18, 2018

REDACTED