

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

DRONE TECHNOLOGIES, INC.,

Plaintiff,

14cv0111

ELECTRONICALLY FILED

v.

PARROT S.A., PARROT, INC.,

Defendants.

ORDER OF COURT RE: OBJECTIONS TO THE FINAL JURY INSTRUCTIONS
(DOC. NOS. 315 AND 316)

Both Parties have lodged substantive objections to the Court's Draft Final Jury Instructions, filed at Document Number 299. Doc. Nos. 315 and 316. After review of the record, the Parties' objections, and applicable case law, IT IS HEREBY ORDERED, this 22nd day of April, 2015, THAT:

1. The following changes will be made to the Draft Final Jury Instructions based upon the Parties' objections:

Section IV. Substantive Law, Damages – Burden of Proof

- a. Per Defendants' request, the Court will modify existing language and will instruct the jury that "it has been established that Parrot is liable for infringing Drone Technologies' '071 and '748 Patents";
- b. Per Plaintiff's request, the Court will remove the following sentence: "Your damages award should put the patent holder Drone in approximately the same financial position it would have been in had the infringement not occurred" because the sentence applies more directly in cases of lost profits, which are not at issue in this case; and
- c. Per Defendants' request, the Court will remove the following sentence: "When the amount of damages cannot be ascertained with precision, any doubts regarding the amount must be resolved against Parrot" because the sentence applies more directly in cases of lost profits, which are not at issue in this case

2. The following objections are **OVERRULED**:

Section IV. Substantive Law, Summary of Contentions

- a. Defendants' requested inclusion of "one or both" in the summary of contentions (consistent with the Court's Preliminary Jury Instructions);
- b. Plaintiff's requested deletion of "if any" in the description of the jury's assessment of a damages award (consistent with the Preliminary Jury Instructions);
- c. Defendants' request that the jury not be instructed that Plaintiff claims the proper amount of damages be "\$24.8 million" because this amount includes past and future damages (consistent with the Court's rulings that a determination of future infringement will be submitted to the jury)

Section IV. Substantive Law, Reasonable Royalty – Definition

- a. Defendants' request that jury not be instructed that the date of first infringement and hypothetical negotiation be given as January 31, 2012 (consistent with prior rulings of Court);

Section IV. Substantive Law, Reasonable Royalty Calculation

- a. Defendants' request that the sentence "When a one-time lump sum is paid, the infringer pays a single price for a license covering both past and future sales" be clarified to reflect that the lump sum could include some or all future sales
3. Defendants' request that the Court reconsider its exclusion of proposed points for charge set forth in Document No. 272 at B.8, B.9, and B. 10 is **DENIED**.
4. These rulings will be reflected in an updated version of the Final Jury Instructions, which will be filed this same day.

s/ Arthur J. Schwab
Arthur J. Schwab
United States District Judge

cc: All Registered ECF Counsel and Parties