

ABSORPTION PHARMACEUTICALS, LLC,

Plaintiff,

v.

RECKITT BENCKISER, LLC and RB HEALTH (US) LLC,

Defendants.

Civil Action No. 2:17-cv-12872 (MCA)

**VERDICT SHEET** 

## **Question 1: Misappropriation of Trade Secrets**

(a)	of	re of trade secrets, i.e., information that derived independent economic value as a result being secret and that Absorption took reasonable measures to keep secret.
	Ye	sNo_X
	If t	he answer to Question 1(a) is No, skip to Question 2 he answer to Question 1(a) is Yes, answer Questions 1(b), 1(c), 1(d), 1(e), and 1(f)
(b)	(i)	Did Absorption prove by a preponderance of the evidence that Reckitt knowingly misappropriated Absorption's trade secret(s) by improper "acquisition."
		Yes No
	(ii)	If you found that Reckitt improperly acquired Absorption's trade secret(s), did Reckitt improperly acquire Absorption's trade secret(s) on or after May 11, 2016?
		Yes No
(c)	(i)	Did Absorption prove by a preponderance of the evidence that Reckitt knowingly misappropriated Absorption's trade secret(s) by improper "use" under federal law?
		Yes No
	(ii)	If you found Reckitt improperly used Absorption's trade secret(s), did Reckitt improperly use or continue to use Absorption's trade secret(s) on or after May 11, 2016?
		Yes No
(d)	Did A	Absorption prove by a preponderance of the evidence that Reckitt knowingly propriated Absorption's trade secret(s) by improper "use" under state law?
	Yes_	No
(e)	(i)	Did Absorption prove by a preponderance of the evidence that Reckitt knowingly misappropriated Absorption's trade secret(s) by improper "disclosure" under federal law?
		Yes No

you found Reckitt improperly disclosed Absorption's trade secret(s), did Reckit aproperly disclose Absorption's trade secret(s) on or after May 11, 2016?
es No
orption prove by a preponderance of the evidence that Reckitt knowingly oriated Absorption's trade secret(s) by improper "disclosure" under state law?
No
swer to Questions 1(b), 1(c), OR 1(e) was Yes, answer Question 1(g) , proceed to Question 2
ption prove by a preponderance of the evidence that the trade secrets Reckitt iated relate to a product intended for use in interstate or foreign commerce.
No
Question 2.

Question 2: Fraud
Did Absorption prove by clear and convincing evidence that:
(a) Reckitt knowingly made a material representation of presently existing or past fact to Absorption or omitted material facts that were necessary to make a prior representation true  Yes No
If the answer to Question 2(a) is No, skip to the bottom of Question 2 If the answer to Question 2(a) is Yes, answer Question 2(b)
(b) Absorption reasonably relied on the misrepresentation or omission;
Yes No
If the answer to Question 2(b) is No, skip to the bottom of Question 2 If the answer to Question 2(b) is Yes, answer Question 2(c)
(c) Absorption was damaged as a result of its reasonable reliance on the misrepresentation or omission?
Yes No
If you found that Reckitt misappropriated Absorption's trade secrets or committed fraud, proceed to Question 3. Otherwise STOP and proceed no further.

(a) If you found that Reckitt misappropriated Absorption's trade secrets, please state the amount that would compensate Absorption for the misappropriation.
\$ <u></u>
(b) If you awarded damages for misappropriation of trade secrets, please indicate whether your award represents actual losses or a reasonable royalty.
Actual Losses Reasonable Royalty
(c) If you found that Reckitt committed fraud against Absorption, please state the amount that would compensate Absorption for the fraud.

Date: 6/8/22

Signec

**Question 3: Damages**