

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

QUALCOMM INCORPORATED and	)	
QUALCOMM TECHNOLOGIES, INC.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	C.A. No. 24-490 (MN)
	)	(CONSOLIDATED)
ARM HOLDINGS PLC., f/k/a ARM LTD.,	)	
	)	
Defendant.	)	

	)	
	)	
QUALCOMM INCORPORATED and	)	
QUALCOMM TECHNOLOGIES, INC.,	)	
	)	
Plaintiffs,	)	C.A. No. 26-20 (MN)
	)	(CONSOLIDATED)
v.	)	
	)	
ARM LTD.,	)	
	)	
Defendant.	)	

VERDICT FORM

In answering the following questions and filling out this Verdict Form, you are to follow all of the instructions I have given you in the Final Jury Instructions. Your answer to each question must be unanimous.

As used in this Verdict Form:

1. “Qualcomm” means Qualcomm Incorporated and/or Qualcomm Technologies, Inc.
2. “QTI” means Qualcomm Technologies, Inc.

We, the jury in this case, find the following answers to the following questions:

Question 1A: Did Qualcomm prove by a preponderance of the evidence that Arm Holdings breached section 5 of the ALA by withholding any of the following?

	<u>YES For Qualcomm</u>	<u>NO For Arm Holdings</u>
OOBs		
ACK Patches		

Question 1B: Did Qualcomm prove by a preponderance of the evidence that Arm Ltd. breached section 5 of the ALA by withholding any of the following before January 8, 2023?

	<u>YES For Qualcomm</u>	<u>NO For Arm Ltd.</u>
OOBs		
ACK Patches		

Question 1C: Did Qualcomm prove by a preponderance of the evidence that Arm Ltd. breached section 5 of the ALA by withholding any of the following on or after January 8, 2023?

	<u>YES For Qualcomm</u>	<u>NO For Arm Ltd.</u>
OOBs		
ACK Patches		

Question 1D: If you answered “yes” to any part of Question 1A, 1B, or 1C, enter the amount of damages that Qualcomm proved by a preponderance of the evidence it is entitled to for breach of section 5 of the ALA. If you answered “no” to all of Questions 1A, 1B, and 1C, leave Question 1D blank.

Question 2A: Did Qualcomm prove by a preponderance of the evidence that Arm Holdings breached section 8.1(B)(i) of the TLA by failing to conduct an investigation to determine the “Previous Best Deal” for any of the following Arm Implementation Cores?

	<u>YES For Qualcomm</u>	<u>NO For Arm Holdings</u>
Hunter		
Hayes		
Yamin		

Question 2B: Did Qualcomm prove by a preponderance of the evidence that Arm Ltd. breached section 8.1(B)(i) of the TLA by failing to conduct an investigation to determine the “Previous Best Deal” for any of the following Arm Implementation Cores?

	<u>YES For Qualcomm</u>	<u>NO For Arm Ltd.</u>
Hunter		
Hayes		
Yamin		

Question 2C: If you answered “yes” to any part of Question 2A or 2B, enter the amount of damages Qualcomm proved by a preponderance of the evidence it is entitled to for breach of section 8.1(B)(i) of the TLA. If you answered “no” to both Questions 2A and 2B, leave Question 2C blank.

Question 3A: Did Qualcomm prove by a preponderance of the evidence that Arm Holdings breached section 8.1(B)(ii)(b) of the TLA by failing to provide Qualcomm with an offer for any of the following Arm Implementation Cores that was within 10% of the Previous Best Deal?

	<u>YES For Qualcomm</u>	<u>NO For Arm Holdings</u>
Hunter		
Hayes		
Yamin		

Question 3B: Did Qualcomm prove by a preponderance of the evidence that Arm Ltd. breached section 8.1(B)(ii)(b) of the TLA by failing to provide Qualcomm with an offer for any of the following Arm Implementation Cores that was within 10% of the Previous Best Deal?

	<u>YES For Qualcomm</u>	<u>NO For Arm Ltd.</u>
Hunter		
Hayes		
Yamin		

Question 3C: If you answered “yes” to any part of Question 3A or 3B, enter the amount of damages Qualcomm proved by a preponderance of the evidence it is entitled to for breach of section 8.1(B)(ii)(b) of the TLA. If you answered “no” to both Questions 3A and 3B, leave Question 3C blank.

Question 4A: Did Qualcomm prove by a preponderance of the evidence that Arm Holdings breached section 8.1(D) of the TLA by excluding support and maintenance from Arm's 2024 offer for Hunter, Hayes, and Yamin?

For Qualcomm

For Arm Holdings

YES _____

NO _____

Question 4B: Did Qualcomm prove by a preponderance of the evidence that Arm Ltd. breached section 8.1(D) of the TLA by excluding support and maintenance from Arm's 2024 offer for Hunter, Hayes, and Yamin?

For Qualcomm

For Arm Ltd.

YES _____

NO _____

Question 4C: If you answered "yes" to either of Question 4A or 4B, enter the amount of damages Qualcomm proved by a preponderance of the evidence it is entitled to for breach of section 8.1(D) of the TLA. If you answered "no" to both Questions 4A and 4B, leave Question 4C blank.

Question 5A: Did Qualcomm prove by a preponderance of the evidence that Arm Holdings breached the implied promise of good faith and fair dealing by failing to provide Qualcomm a reasonable offer for the peripheral IP GIC-700, MMU-700, or ELA-600 requested by Qualcomm?

For Qualcomm

For Arm Holdings

YES _____

NO _____

Question 5B: Did Qualcomm prove by a preponderance of the evidence that Arm Ltd. breached the implied promise of good faith and fair dealing by failing to provide Qualcomm a reasonable offer for the peripheral IP GIC-700, MMU-700, or ELA-600 requested by Qualcomm?

For Qualcomm

For Arm Ltd.

YES _____

NO _____

Question 5C: If you answered “yes” to either of Question 5A or 5B, enter the amount of damages Qualcomm proved by a preponderance of the evidence it is entitled to for breach of the implied promise of good faith and fair dealing. If you answered “no” to both Questions 5A and 5B, leave Question 5C blank.

Question 6A: Did QTI prove by a preponderance of the evidence that Arm Holdings intentionally interfered with QTI's economic relationship with Meta?

For Qualcomm

For Arm Holdings

YES _____

NO _____

Question 6B: Did QTI prove by a preponderance of the evidence that Arm Ltd. intentionally interfered with QTI's economic relationship with Meta?

For Qualcomm

For Arm Ltd.

YES _____

NO _____

Question 6C: If you answered "yes" to either Question 6A or 6B, circle which basis or bases of Unfair Competition you found that QTI proved by a preponderance of the evidence. If you answered "no" to both Questions 6A and 6B, skip Question 6C and go to Question 7A.

**CONSUMER-SUPPLIER
RELATIONSHIP**

**COMPETITOR
RELATIONSHIP**

Question 7A: Did QTI prove by a preponderance of the evidence that Arm Holdings negligently interfered with QTI's economic relationship with Meta?

For Qualcomm

For Arm Holdings

YES _____

NO _____

Question 7B: Did QTI prove by a preponderance of the evidence that Arm Ltd. negligently interfered with QTI's economic relationship with Meta?

For Qualcomm

For Arm Ltd.

YES _____

NO _____

Question 7C: If you answered "yes" to either Question 7A or 7B, circle which basis or bases of Unfair Competition you found that QTI proved by a preponderance of the evidence. If you answered "no" to both Questions 7A and 7B, skip Question 7C and go to Question 8.

**CONSUMER-SUPPLIER
RELATIONSHIP**

**COMPETITOR
RELATIONSHIP**

Question 8: If you answered “yes” to any of Questions 6A, 6B, 7A, or 7B, enter the amount of damages to be awarded to QTI for intentional and/or negligent interference with QTI’s prospective economic advantage. If you answered no to all of Questions 6A, 6B, 7A, and 7B, leave Question 8 blank.

CONCLUSION

You have reached the end of the Verdict Form. Review the completed form to ensure that it accurately reflects your unanimous determinations. All jurors should then sign and date the Verdict Form in the space below and notify the Court Security Officer that you have reached a verdict.

Date: _____	_____
	Foreperson

	Juror

	Juror

	Juror

	Juror

	Juror

	Juror

	Juror