

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 1:19-cv-488-RBJ

ALTIGEN COMMUNICATIONS, INC., a Delaware corporation

Plaintiff,

v.

CTI COMMUNICATIONS, LLC, a Colorado limited liability company;
CTICOMMUNICATIONS.COM LLC, a Colorado limited liability company; and
RICHARD BROWNE, an individual

Defendants.

VERDICT FORM 1

We, the jury, unanimously answer the questions the Court poses as follows:

On plaintiff Altigen Communications, Inc.'s claim for trademark infringement, we find that Altigen proved its claim by a preponderance of the evidence against:

Defendant CTICommunications.com, LLC (check one)

Yes
 No

Defendant CTI Communications, LLC (check one)

Yes
 No

Defendant Richard Browne (check one)

Yes
 No

If your answers to each of the three questions above are no, then your deliberations on this claim are complete and you should turn to Verdict Form 2.

If any of your answers to the three questions above are yes, then you should consider Defendants' affirmative defenses.

On the affirmative defense of acquiescence, we find that a Defendant proved this affirmative defense by a preponderance of the evidence.

Yes
 No

On the affirmative defense of fair use, we find that a Defendant proved this affirmative defense by a preponderance of the evidence.

Yes
 No

If any of your answers to the questions above are no, then you must determine the amount of Altigen's damages and determine if a Defendant committed intentional infringement.

We assess the actual damages to plaintiff Altigen Communications, Inc. at \$ 0
(fill in amount) for trademark infringement.

We assess the profit damages to plaintiff Altigen Communication, Inc. at \$ 3,190.00
(fill in amount) for trademark infringement.

We find that Defendant CTICommunications.com LLC did did not willfully infringe on Altigen's trademark.

We, the undersigned jurors find that Defendant CTI Communications LLC did did not willfully infringe on Altigen's trademark.

We find that Defendant Richard Browne did did not willfully infringe on Altigen's trademark.

Signed by the jury this 29 day of July 2020:

JUROR NAMES
REDACTED

JUROR NAMES REDACTED

Jury Foreperson

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Defendants.

VERDICT FORM 2

We, the jury, unanimously answer the questions the Court poses as follows:

On plaintiff Altigen Communications, Inc.'s claim for copyright infringement, we find that Altigen proved its claim by a preponderance of the evidence against:

Defendant CTICommunications.com, LLC (check one)

Yes
 No

Defendant CTI Communications, LLC (check one)

Yes
 No

Defendant Richard Browne (check one)

Yes
 No

If your answers to each of the three questions above are no, then your deliberations on this claim are complete and you should turn to Verdict Form 3.

If your answers to any of the above questions is yes, then you should consider the Defendants defense of waiver.

On the affirmative defense of waiver, we find that the Defendants proved this defense by a preponderance of the evidence.

Yes

No

If any of your answer to the above questions above is no, then you must determine the amount of Altigen's damages.

We assess the statutory damages to plaintiff Altigen Communications, Inc. at \$ _____
(fill in amount) for copyright infringement.



Signed by the jury this 29 day of July 2020:




JUROR NAMES REDACTED

Jury Foreperson

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Defendants.

VERDICT FORM 3

We, the jury, unanimously answer the questions the Court poses as follows:

On plaintiff Altigen Communications, Inc.'s claim for violation of the Colorado Consumer Protection Act (CCPA), we find that Altigen proved its claim by a preponderance of the evidence against:

Defendant CTICommunications.com, LLC (check one)

- Yes
- No

Defendant CTI Communications, LLC (check one)

- Yes
- No

Defendant Richard Browne (check one)

- Yes
- No

If your answers to each of the three questions above are no, then your deliberations are complete.

If any of your answers to the questions above are yes, then you must determine the amount of Altigen's damages and determine if a Defendant engaged in bad faith conduct.

We assess the actual damages to plaintiff Altigen Communications, Inc. at \$ 800
(fill in amount) for violation of the CCPA.

We find that Plaintiff Altigen proved by clear and convincing evidence that Defendant CTICommunications.com LLC [] has has not engaged in bad faith conduct in its violation of the CCPA.

We find that Plaintiff Altigen proved by clear and convincing evidence that Defendant CTI Communications LLC [] has has not engaged in bad faith conduct in its violation of the CCPA.

We find that Plaintiff Altigen proved by clear and convincing evidence that Defendant Richard Browne [] has has not engaged in bad faith conduct in its violation of the CCPA.

Signed by the jury this 29 day of July 2020:

JUROR NAMES REDACTED

Jury Foreperson