



(E) Implied covenant of good faith and fair dealing:

YES   X   NO \_\_\_\_\_

(ii) Equity Agreement:

(A) Non-competition provision:

YES   X   NO \_\_\_\_\_

(B) Employee non-solicitation provision:

YES   X   NO \_\_\_\_\_

(C) Non-disclosure provision:

YES   X   NO \_\_\_\_\_

(D) Implied covenant of good faith and fair dealing:

YES   X   NO \_\_\_\_\_

(b) Did Cynosure prove by a preponderance of the evidence that Christopher Chambers breached any of the following provisions in the following contracts with Cynosure?

(i) Invention, Non-Disclosure, Non-Solicitation, and Non-Competition Agreement ("INNNA"):

(A) Non-competition provision:

YES   X   NO \_\_\_\_\_

(B) Customer non-solicitation provision:

YES \_\_\_\_\_ NO   X  

(C) Employee non-solicitation provision:

YES   X   NO \_\_\_\_\_

(D) Non-disclosure provision:

YES   X   NO \_\_\_\_\_

(E) Implied covenant of good faith and fair dealing:

YES   X   NO \_\_\_\_\_

(ii) Hologic Agreement:

(A) Non-competition provision:

YES   X   NO \_\_\_\_\_

(B) Employee non-solicitation provision:

YES   X   NO \_\_\_\_\_

(C) Non-disclosure provision:

YES   X   NO \_\_\_\_\_

(D) Implied covenant of good faith and fair dealing:

YES   X   NO \_\_\_\_\_

(iii) Equity Agreement:

(A) Non-competition provision:

YES   X   NO \_\_\_\_\_

(B) Employee non-solicitation provision:

YES   X   NO \_\_\_\_\_

(C) Non-disclosure provision:

YES   X   NO \_\_\_\_\_

(D) Implied covenant of good faith and fair dealing:

YES   X   NO \_\_\_\_\_

(c) If you found that Mr. Daley and/or Mr. Chambers breached

any of the contractual provisions listed in Questions 1(a) and/or 1(b), did Cynosure prove by a preponderance of the evidence that any such breach caused harm to Cynosure?

Robert Daley: YES X NO \_\_\_\_\_

Christopher Chambers: YES X NO \_\_\_\_\_

**Tortious Interference with Contractual Relations (Cynosure Employees)**

2. (a) Did Cynosure prove by a preponderance of the evidence that the following defendant tortiously interfered with Cynosure's contractual relations with one or more of its employees?

|                       |     |              |    |                   |
|-----------------------|-----|--------------|----|-------------------|
| Reveal Lasers LLC:    | YES | <u>  X  </u> | NO | <u>          </u> |
| Reveal Lasers Ltd.:   | YES | <u>  X  </u> | NO | <u>          </u> |
| Robert Daley:         | YES | <u>  X  </u> | NO | <u>          </u> |
| Christopher Chambers: | YES | <u>  X  </u> | NO | <u>          </u> |

(b) If you answered "yes" to Question 2(a), did Cynosure prove by a preponderance of the evidence that the tortious interference caused harm to Cynosure?

|                       |     |              |    |                   |
|-----------------------|-----|--------------|----|-------------------|
| Reveal Lasers LLC:    | YES | <u>  X  </u> | NO | <u>          </u> |
| Reveal Lasers Ltd.:   | YES | <u>  X  </u> | NO | <u>          </u> |
| Robert Daley:         | YES | <u>  X  </u> | NO | <u>          </u> |
| Christopher Chambers: | YES | <u>  X  </u> | NO | <u>          </u> |

**Tortious Interference with Contractual Relations (SinoPharm)**

3. (a) Did Cynosure prove by a preponderance of the evidence that Reveal Lasers Ltd. tortiously interfered with Cynosure's contractual relations with SinoPharm?

YES \_\_\_\_\_ NO X

- (b) If you answered "yes" to Question 3(a), did Cynosure prove by a preponderance of the evidence that any such interference by Reveal Lasers Ltd. caused harm to Cynosure?

YES \_\_\_\_\_ NO \_\_\_\_\_

**Breach of Fiduciary Duty**

4. (a) Did Cynosure prove by a preponderance of the evidence that the following defendant breached a fiduciary duty of loyalty that he owed to Cynosure?

Robert Daley: YES   X   NO \_\_\_\_\_

Christopher Chambers: YES   X   NO \_\_\_\_\_

(b) If you answered "yes" to Question 4(a), did Cynosure prove by a preponderance of the evidence that any such breach caused harm to Cynosure?

Robert Daley: YES   X   NO \_\_\_\_\_

Christopher Chambers: YES   X   NO \_\_\_\_\_

(c) If you answered "yes" to Question 4(a), did Cynosure prove by a preponderance of the evidence that Reveal Lasers Ltd. aided and abetted the following defendant's breach of the duty of loyalty?

Robert Daley: YES   X   NO \_\_\_\_\_

Christopher Chambers: YES   X   NO \_\_\_\_\_

**Trade Secret Misappropriation**

5. (a) Did Cynosure prove by a preponderance of the evidence that the following defendant misappropriated trade secrets, if there were any, of Cynosure?

|                     |     |              |    |                   |
|---------------------|-----|--------------|----|-------------------|
| Reveal Lasers LLC:  | YES | <u>  X  </u> | NO | <u>          </u> |
| Reveal Lasers Ltd.: | YES | <u>  X  </u> | NO | <u>          </u> |
| Robert Daley:       | YES | <u>  X  </u> | NO | <u>          </u> |

(b) If you answered "yes" to Question 5(a), did Cynosure prove by a preponderance of the evidence that any such misappropriation caused harm to Cynosure?

|                     |     |                   |    |              |
|---------------------|-----|-------------------|----|--------------|
| Reveal Lasers LLC:  | YES | <u>          </u> | NO | <u>  X  </u> |
| Reveal Lasers Ltd.: | YES | <u>          </u> | NO | <u>  X  </u> |
| Robert Daley:       | YES | <u>          </u> | NO | <u>  X  </u> |

(c) If you answered "yes" to Question 5(a), did Cynosure prove by a preponderance of the evidence that the misappropriation of trade secrets was willful and malicious?

|                     |     |                   |    |              |
|---------------------|-----|-------------------|----|--------------|
| Reveal Lasers LLC:  | YES | <u>          </u> | NO | <u>  X  </u> |
| Reveal Lasers Ltd.: | YES | <u>          </u> | NO | <u>  X  </u> |
| Robert Daley:       | YES | <u>          </u> | NO | <u>  X  </u> |



**Conspiracy**

6. (a) Did Cynosure prove by a preponderance of the evidence that the following defendant engaged in a conspiracy to (1) tortiously interfere with Cynosure's contractual relations with one or more of Cynosure's employees; (2) breach a fiduciary duty of loyalty owed to Cynosure; and/or (3) misappropriate one or more trade secrets of Cynosure?

|                       |     |              |    |                   |
|-----------------------|-----|--------------|----|-------------------|
| Reveal Lasers LLC:    | YES | <u>  X  </u> | NO | <u>          </u> |
| Reveal Lasers Ltd.:   | YES | <u>  X  </u> | NO | <u>          </u> |
| Robert Daley:         | YES | <u>  X  </u> | NO | <u>          </u> |
| Christopher Chambers: | YES | <u>  X  </u> | NO | <u>          </u> |

- (b) If you answered "yes" to Question 6(a), did Cynosure prove by a preponderance of the evidence that any such conspiracy caused harm to Cynosure?

|                       |     |              |    |                   |
|-----------------------|-----|--------------|----|-------------------|
| Reveal Lasers LLC:    | YES | <u>  X  </u> | NO | <u>          </u> |
| Reveal Lasers Ltd.:   | YES | <u>  X  </u> | NO | <u>          </u> |
| Robert Daley:         | YES | <u>  X  </u> | NO | <u>          </u> |
| Christopher Chambers: | YES | <u>  X  </u> | NO | <u>          </u> |

**Damages**

Answer Question 7 if you found Reveal Lasers LLC and/or Reveal Lasers Ltd. liable in Questions 2(a) and 2(b), Questions 3(a) and (b), Question 4(c), Questions 5(a) and 5(b), and/or Questions 6(a) and 6(b)?

7. What sum of money would fairly and reasonably compensate Cynosure for the lost profits it suffered as a result of Reveal Lasers LLC's and/or Reveal Lasers Ltd.'s unlawful conduct?

\$ 15,000,000  
(words) Fifteen million dollars —

8. If you answered "yes" to Question 3(b), what sum of money included in your answer to Question 7 (if any) is attributable to Reveal Lasers Ltd.'s tortious interference with Cynosure's contractual relations with SinoPharm?

\$ N/A  
(words) \_\_\_\_\_

9. If you answered "yes" to Question 5(b) with regard to Reveal Lasers LLC and/or Reveal Lasers Ltd., what sum of money included in your answer to Question 7 (if any) is attributable to Reveal Lasers LLC's and/or Reveal Lasers Ltd.'s misappropriation of trade secrets?

\$ N/A  
(words) \_\_\_\_\_

Answer Question 10 if you found Robert Daley liable in Questions 1(a) and 1(c), Questions 2(a) and 2(b), Questions 4(a) and (b), Questions 5(a) and 5(b), and/or Questions 6(a) and 6(b)?

10. What sum of money would fairly and reasonably compensate Cynosure for the lost profits it suffered as a result of Robert Daley's unlawful conduct?

\$ 5,000,000  
(words) Five million dollars —

11. If you answered "yes" to Question 5(b) with regard to Robert Daley, what sum of money included in your answer to Question 10 (if any) is attributable to Robert Daley's misappropriation of trade secrets?

\$ N/A

(words) \_\_\_\_\_

*Answer Question 12 if you found Christopher Chambers liable in Questions 1(b) and 1(c), Questions 2(a) and 2(b), Questions 4(a) and (b), and/or Questions 6(a) and 6(b)?*

12. What sum of money would fairly and reasonably compensate Cynosure for the lost profits it suffered as a result of Christopher Chambers' unlawful conduct?

\$ 5,000,000

(words) Five million dollars

13. If you answered "yes" to Question 5(a) and you found that Cynosure did not prove any lost profits attributable to the misappropriation of trade secrets, what sum of money is Cynosure entitled to in the form of a reasonable royalty?

\$ N/A

(words) \_\_\_\_\_

14. If you answered "yes" to Question 5(c), do you award punitive damages against the following defendant for misappropriation of trade secrets?

|                     |           |             |
|---------------------|-----------|-------------|
| Reveal Lasers LLC:  | YES _____ | NO <u>X</u> |
| Reveal Lasers Ltd.: | YES _____ | NO <u>X</u> |
| Robert Daley:       | YES _____ | NO <u>X</u> |

15. If you answered "yes" to Question 14, what amount of punitive damages do you award against the following defendant for misappropriation of trade secrets?

Reveal Lasers LLC: \$ N/A  
(words) \_\_\_\_\_

Reveal Lasers Ltd.: \$ N/A  
(words) \_\_\_\_\_

Robert Daley: \$ N/A  
(words) \_\_\_\_\_

16. If you answered "yes" to Question 5(a) and "yes" to Question 1(a)(ii)(C), do you award any punitive damages against Robert Daley for breach of contract in addition to any punitive damages you may have awarded in Question 15?

YES X NO \_\_\_\_\_

17. If you answered "yes" to Question 16, what additional amount of punitive damages do you award against Robert Daley for breach of contract?

\$ 225,000

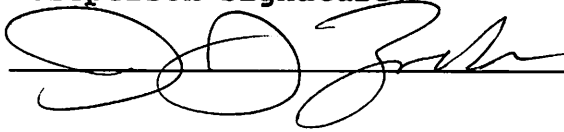
(words) Two hundred twenty five thousand dollars

I certify that the answers to the above questions are unanimous.

Foreperson Name (Please Print):

Jeff Zupka

Foreperson Signature:



Date Jury Reached Verdict:

9/27/24