

# EXHIBIT 6

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION**

RAI STRATEGIC HOLDINGS, INC. AND R.J.  
REYNOLDS VAPOR COMPANY

Plaintiffs and  
Counterclaim Defendants,

v.

ALTRIA CLIENT SERVICES LLC; PHILIP  
MORRIS USA INC.; and PHILIP MORRIS  
PRODUCTS S.A.

Defendants and  
Counterclaim Plaintiffs.

Case No. 1:20-cv-00393-LO-TCB

**JOINT PROPOSED FINAL JURY INSTRUCTIONS [REYNOLDS EDITS, ~~AND~~  
PMI/ALTRIA FURTHER EDITS, AND REYNOLDS FURTHER EDITS]**

**63.47. Damages – Lump Sum vs. Running Royalty – ~~PROPOSED~~DISPUTED  
[PMI/ALTRIA ONLY PROPOSAL]**

A reasonable royalty can be paid either in the form of a one-time lump sum payment or as a “running royalty.” Either method is designed to compensate the patent holder based on the infringer’s use of the patented technology. It is up to you, based on the evidence, to decide what type of royalty is appropriate in this case. Certain fundamental differences exist between lump-sum agreements and running-royalty agreements.<sup>53</sup>

**Authorities:**

FCBA Model Patent Jury Instructions, No. 5.7 (2020); *Lucent Techs., Inc. v. Gateway, Inc.*, 580 F.3d 1301, 1329-30 (Fed. Circ. 2009).

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<sup>53</sup> Reynolds objects to this instruction as irrelevant to the issues at trial and likely to confuse the jury. If the Court concludes that the instruction should be given, Reynolds requests that a line be added to the verdict form instructing the jury to fill in the lump sum damages award (if any) that they find PMI/Altria have proven.