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United States District Court EASTERN DISTRICT OF TEXAS SHERMAN DIVISION

RESMAN, LLC,	§
Plaintiff,	§
1 (((((())))))))	ş
	§
V.	§
	§
KARYA PROPERTY MANAGEMENT,	§
LLC, and SCARLET INFOTECH, INC.	§
D/B/A EXPEDIEN, INC.	§
,,,,,,,,,	§
Defendants.	§

CIVIL ACTION NO. 4:19-CV-00402 Judge Mazzant

VERDICT FORM

We, the Jury, find as follows:

QUESTION 1. BREACH OF CONTRACT BY KARYA

Do you find by a preponderance of the evidence that Karya failed to comply with the Master Subscription Agreement?

<u>YES</u>	<u>NO</u>
\checkmark	

If you answered YES, proceed to the next question. Otherwise, proceed to Question #3.

QUESTION 2. COMPENSATORY DAMAGES FOR BREACH OF CONTRACT

What sum of money, if paid now in cash, would fairly and reasonably compensate ResMan for its damages proximately caused by any Karya's breach of the Master Subscription Agreement?

Please write amount in dollars:

Lost Profits: \$ 45,000,00

Proceed to the next question.

QUESTION 3. TORTIOUS INTERFERENCE WITH CONTRACT

Do you find that ResMan established by a preponderance of the evidence that Expedien intentionally interfered with the Master Subscription Agreement?



If you answered YES, proceed to the next question. Otherwise, proceed to question Question #7.

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QUESTION 4. TORTIOUS INTERFERENCE COMPENSATORY DAMAGES

What sum of money, if paid now in cash, would fairly and reasonably compensate ResMan for its damages, if any, proximately caused by any interference by Expedien with the Master Subscription Agreement between ResMan and Karya?

Please write amount in dollars:

Lost Profits: \$ 45,000,00

Unjust Enrichment: \$_11, 400, 000, 00

Proceed to the next question.

QUESTION 5. TORTIOUS INTERFERENCE EXEMPLARY DAMAGES

Do you find by clear and convincing evidence that the harm caused by Expedien's tortious interference with the Master Subscription Agreement resulted from malice or gross negligence?

<u>YES</u>	<u>NO</u>
\checkmark	

If you answered YES, proceed to the next question. Otherwise, proceed to Question #7.

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QUESTION 6. TORTIOUS INTERFERENCE EXEMPLARY DAMAGES

What sum of money, if paid now in cash, should be assessed against Expedien and awarded to ResMan as exemplary damages, if any, for the conduct found in response to Question 5?

Please write amount in dollars:

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Amount: \$ 30,000,000

Proceed to the next question.

QUESTION 7. EXISTENCE OF TRADE SECRETS

Do you find by a preponderance of the evidence the existence of one or more trade secrets?

 $\underline{\text{YES}} \qquad \underline{\text{NO}}$

If you answered YES above, proceed to the next question. Otherwise, proceed to the last page.

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QUESTION 8. OWNERSHIP OF TRADE SECRETS

Do you find by a preponderance of the evidence that ResMan owned those trade secrets?

<u>YES</u>	<u>NO</u>
\checkmark	

If you answered YES above, proceed to the next question. Otherwise, proceed to the last page.

QUESTION 9. MISAPPROPRIATION OF TRADE SECRETS

Do you find by a preponderance of the evidence that the following Defendants misappropriated ResMan's trade secrets?



If you answered YES as to either Defendant above, proceed to the next question. Otherwise, proceed to the last page.

QUESTION 10. MISAPPROPRIATION OF TRADE SECRETS COMPENSATORY DAMAGES

What sum of money, if paid now in cash, would fairly and reasonably compensate ResMan for its damages, if any, proximately caused by Defendants' misappropriation of trade secrets?

Please write amount(s) in dollars:

<u>As to Karya</u> Unjust Enrichment: \$_____9,400,000.

As to Expedien

Unjust Enrichment: \$_____ 400,000,00

Proceed to the next question.

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QUESTION 11. MISAPPROPRIATION OF TRADE SECRETS EXEMPLARY DAMAGES

Considering each Defendant individually, do you find by a preponderance of the evidence

that the misappropriation of ResMan's trade secrets was willful and malicious?

	<u>YES</u>	<u>NO</u>
Karya	\checkmark	
Expedien	\checkmark	

If you answered YES as to either Defendant, proceed to the next question. Otherwise, sign and date the last page.

QUESTION 12. MISAPPROPRIATION OF TRADE SECRETS EXEMPLARY DAMAGES

What sum of money, if paid now and in cash, should be assessed against the following Defendants, if any, for the conduct found in response to Question #11?

Please write amount in dollars.

Karya: \$	40,000,000,000
Expedien: \$	50,000,000,000

Please sign and date below on the next page.

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Foreperson's Initials

Date: 31821