

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

NOVEDEA SYSTEMS, INC. and  
ANAND DASARI

Plaintiffs,

v.

COLABERRY, INC. and  
RAM KATAMARAJA,

Defendants.

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Civil Action No. 6:20-cv-180

**VERDICT FORM**

**MEMBERS OF THE JURY:**

When filling out this Verdict Form, please follow the directions provided throughout the form. Read the questions and directions carefully because they explain the sequence in which the questions should be answered and which questions may be skipped.

Your answer to each question must be unanimous.

Some of the questions contain legal terms that are defined and explained in the Jury Instructions. Please refer to the Jury Instructions if you are unsure about the meaning or usage of any legal term that appears in the questions.

We the Jury *unanimously* find as follows:

**Section 1: Dasari's Breach of Fiduciary Duty Claim**

**Question 1:** Did Dasari prove, by a preponderance of the evidence, that Katamaraja breached his fiduciary duty, if any, owed to Dasari?

\_\_\_\_\_ Yes    ☒ No

If you answered Yes to Question 1, you have found in favor of Plaintiff Dasari on his Breach of Fiduciary Duty claim. Proceed to answer Question 1.1.

If you answered No to Question 1, you have found in favor of Defendant Katamaraja on Dasari's Breach of Fiduciary Duty claim. Do not answer Question 1.1, but proceed directly to Section 2.

**Question 1.1:** What sum of money, if paid now in cash, would fairly compensate Dasari for the damages, if any, proximately caused by Katamaraja's breach of his fiduciary duty to Dasari?

Amount, if any: \_\_\_\_\_ 0 \_\_\_\_\_

**PROCEED TO SECTION 2**

**Section 2: Novedea's Breach of Fiduciary Duty Claim**

**Question 2:** Did Novedea prove, by a preponderance of the evidence, that Katamaraja breached his fiduciary duty, if any, owed to Novedea?

\_\_\_\_\_ Yes    ☒ No

If you answered Yes to Question 2, you have found in favor of Plaintiff Novedea on its Breach of Fiduciary Duty claim. Proceed to answer Question 2.1.

If you answered No to Question 2, you have found in favor of Defendant Katamaraja on Novedea's Breach of Fiduciary Duty claim. Do not answer Question 2.1, but proceed directly to Section 3.

**Question 2.1:** What sum of money, if paid now in cash, would fairly compensate Novedea for the damages, if any, proximately caused by Katamaraja's breach of his fiduciary duty to Novedea?

Amount, if any: \_\_\_\_\_ 0 \_\_\_\_\_

**PROCEED TO SECTION 3**

### Section 3: Dasari's Breach of Contract Claim

**Question 3:** Did Dasari prove, by a preponderance of the evidence, that Katamaraja breached a contract, if any, between Katamaraja and Dasari?

\_\_\_\_\_ Yes    ☒ No

If you answered Yes to Question 3, you have found in favor of Plaintiff Dasari on his Breach of Contract claim. Proceed to answer Question 3.1.

If you answered No to Question 3, you have found in favor of Katamaraja on Dasari's Breach of Contract claim. Do not answer Question 3.1, but proceed directly to Section 4.

**Question 3.1:** What sum of money, if paid now in cash, would fairly compensate Dasari for the damages, if any, proximately caused by Katamaraja's breach of contract?

Amount, if any: \_\_\_\_\_ 0 \_\_\_\_\_

**PROCEED TO SECTION 4**

#### Section 4: Dasari's Declaratory Judgment Claims

**Question 4.1:** Did Dasari prove, by a preponderance of the evidence, that he has an equal right to Katamaraja to control Novedea?

☒ Yes ☐ No

**Question 4.2:** Did Dasari prove, by a preponderance of the evidence, that he owns 50% of Colaberry?

☐ Yes ☒ No

**Question 4.3:** Did Dasari prove, by a preponderance of the evidence, that he has an equal right to Katamaraja to control Colaberry?

☐ Yes ☒ No

**PROCEED TO SECTION 5**

**Section 5: Colaberry's Copyright Ownership Claim**

**Question 5:** Did Colaberry prove, by a preponderance of the evidence, that it is the rightful owner of the copyright in LMS, which is registered with the U.S. Copyright Office under Registration No. TX0008840572, titled "Learning Management System"?

☒ Yes ☐ No

**PROCEED TO CERTIFICATION STATEMENT  
AT THE END OF THIS VERDICT FORM**

### Certification

We, the jury, unanimously agree to the answers to the foregoing questions and return this form as our Verdict in this case.

*The Foreperson must sign and date this Verdict Form and inform the bailiff that the jury has reached a verdict. The verdict is not final until accepted by the Court.*

— 1/24/2022  
Date