

**ORIGINAL**

**FILED**

CAUSE NO. DC-14-01759

23 JAN 11 PM 6:20

IN THE DISTRICT COURT

FELIX PITRE  
DISTRICT CLERK  
DALLAS COUNTY, TEXAS

OF DALLAS COUNTY, TEXAS

SNIVELY ROYALTY ANALYSIS, LLC §

Plaintiff §

VS. §

RICHARD PANCHASARP §

Defendant §

191<sup>st</sup> JUDICIAL DISTRICT

**JURY CHARGE**

LADIES AND GENTLEMEN OF THE JURY:

After the closing arguments, you will go to the jury room to decide the case, answer the questions that are attached, and reach a verdict. You may discuss the case with other jurors only when you are all together in the jury room.

Remember my previous instructions: Do not discuss the case with anyone else, either in person or by any other means. Do not do any independent investigation about the case or conduct any research. Do not look up any words in dictionaries or on the Internet. Do not post information about the case on the Internet. Do not share any special knowledge or experiences with the other jurors. Do not use your phone or any other electronic device during your deliberations for any reason. I will give you a number where others may contact you in case of an emergency.

Any notes you have taken are for your own personal use. You may take your notes back into the jury room and consult them during deliberations, but do not show or read your notes to your fellow jurors during your deliberations. Your notes are not evidence. Each of you should rely on your independent recollection of the evidence and not be influenced by the fact that another juror has or has not taken notes.

Here are the instructions for answering the questions.

1. Do not let bias, prejudice, or sympathy play any part in your deliberations.
2. Base your answers only on the evidence admitted in court and on the law that is in these instructions and questions. Do not consider or discuss any evidence that was not admitted in the courtroom.
3. You are to make up your own minds about the facts. You are the sole judges of the credibility of the witnesses and the weight to give their testimony. But on matters of law, you must follow all of my instructions.

4. If my instructions use a word in a way that is different from its ordinary meaning, use the meaning I give you, which will be a proper legal definition.

5. All the questions and answers are important. No one should say that any question or answer is not important.

6. Answer “yes” or “no” to all questions unless you are told otherwise. A “yes” answer must be based on a preponderance of the evidence unless you are told otherwise. Whenever a question requires an answer other than “yes” or “no,” your answer must be based on a preponderance of the evidence unless you are told otherwise.

The term “preponderance of the evidence” means the greater weight of credible evidence presented in this case. If you do not find that a preponderance of the evidence supports a “yes” answer, then answer “no.” A preponderance of the evidence is not measured by the number of witnesses or by the number of documents admitted in evidence. For a fact to be proved by a preponderance of the evidence, you must find that the fact is more likely true than not true.

7. Do not decide who you think should win before you answer the questions and then just answer the questions to match your decision. Answer each question carefully without considering who will win. Do not discuss or consider the effect your answers will have.

8. Do not answer questions by drawing straws or by any method of chance.

9. Some questions might ask you for a dollar amount. Do not agree in advance to decide on a dollar amount by adding up each juror’s amount and then figuring the average.

10. Do not trade your answers. For example, do not say, “I will answer this question your way if you answer another question my way.”

11. Unless otherwise instructed, the answers to the questions must be based on the decision of at least 10 of the 12 jurors. The same 10 jurors must agree on every answer. Do not agree to be bound by a vote of anything less than 10 jurors, even if it would be a majority.

As I have said before, if you do not follow these instructions, you will be guilty of juror misconduct, and I might have to order a new trial and start this process over again. This would waste your time and the parties’ money, and would require the taxpayers of this county to pay for another trial. If a juror breaks any of these rules, tell that person to stop and report it to me immediately.

**A. Instruction: Consideration**

In connection with any breach of contract claimed by Plaintiff you are instructed that a contract must be supported by consideration. You are instructed that consideration is the bargained-for-exchange of promises and consists of either a benefit to the person who makes the promise or a loss or detriment to the person who receives the promise.

**B. Instruction: Damages**

A party bringing an action for breach of contract is entitled to compensatory damages or the “benefit of the bargain.” Generally, the purpose of awarding damages for breach of contract is to put the injured party in the same position he would have been in if both parties had fully performed all of their promises. Damages should compensate the plaintiff for his loss, but not provide a windfall to the plaintiff. Likewise, the focus on compensation to the plaintiff means that the amount of plaintiff’s damages should be the same regardless of whether the defendant breached the contract intentionally, carelessly, or innocently.

Compensatory damages are those damages which fairly, reasonably, and naturally arise from the breach of contract. Punitive damages are not available for breach of contract. The plaintiff has the burden of proving his damages and the burden of establishing a reasonable basis for his damages.

Consider the following elements of damages and no other:

· Lost profits that were a natural, foreseeable, and probable consequence of the failure of the Defendants to comply with such duty. You are instructed that the existence and amount of lost profits damages must be proved to a reasonable certainty.

**DEFINITIONS OF PARTIES:**

“Snively Royalty Analysis” or “Plaintiff” means Plaintiff Snively Royalty Analysis, LLC.

“Richard J. Panchasarp” means Defendant Richard Panchasarp.

The “Agreement” means the February 19, 2013 Engagement for Consulting Services.

“Party” or “Parties” means Snively Royalty Analysis, LLC, and Richard J. Panchasarp.

**INSTRUCTION AS TO HAMPTON HOLDINGS**

You may hear about or see references to Hampton Holdings in some of the exhibits, but you are instructed that there are no claims in this case against Hampton Holdings, and you are not to award damages or attorney’s fees in connection with Hampton Holdings.

**QUESTION 1:**

Do you find that that Snively Royalty Analysis's work caused Chesapeake to send the November 2013 check to Richard J. Panchasarp?

Answer "Yes" or "No."

Answer: YES

**QUESTION 2**

If you answered “Yes” to Question 1, then answer this question. Otherwise, do not answer it.

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Snively Royalty Analysis for its damages, if any, for the work Snively Royalty Analysis did that caused Chesapeake to send the November 2013 check?

Instruction: Consider the following elements of damages, if any, and none other.

Fifty percent (50%) of that portion of the November 2013 check, if any, containing underpayments of past royalty underpayments by Chesapeake.

Do not add any amount for interest on damages, if any.

Answer in dollars and cents for damages, if any, for each of the following parties.

Answer for Richard J. Panchasarp: \$ 563,564.79.

**Presiding Juror:**

1. When you go into the jury room to answer the questions, the first thing you will need to do is choose a presiding juror.
2. The presiding juror has these duties:
  - a. Have the complete charge read aloud if it will be helpful to your deliberations;
  - b. Preside over your deliberations, meaning manage the discussions, and see that you follow these instructions;
  - c. Give written questions or comments to the bailiff;
  - d. Write down the answers you agree on;
  - e. Get the signatures for the verdict certificate; and
  - f. Notify the bailiff that you have reached a verdict.

Do you understand the duties of the presiding juror? If you do not, please tell me now.

**Instructions for Signing the Verdict Certificate:**

1. You may answer the questions on a vote of ten jurors. The same ten jurors must agree on every answer in the charge. This means you may not have a group of ten jurors agree on one answer and a different group of ten jurors agree on another answer.

2. If ten jurors agree on every answer, those ten jurors sign the verdict.

If eleven jurors agree on every answer, those eleven jurors sign the verdict.

If all twelve of you agree on every answer, you are unanimous and only the presiding juror signs the verdict.

3. All jurors should deliberate on every question. You may end up with all twelve of you agreeing on some answers, while only ten or eleven of you agree on other answers. But when you sign the verdict, only those ten or eleven who agree on every answer will sign the verdict.

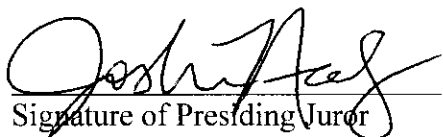
Do you understand these instructions? If you do not, please tell me now.

  
**JUDGE PRESIDING**

### Verdict Certificate

Check one:

Our verdict is unanimous. All twelve of us have agreed to each and every answer. The presiding juror has signed the certificate for all twelve of us.

  
Signature of Presiding Juror

JOSHUA NEELY  
Printed Name of Presiding Juror

\_\_\_\_\_ Our verdict is not unanimous. Eleven of us have agreed to each and every answer and have signed the certificate below.

\_\_\_\_\_ Our verdict is not unanimous. Ten of us have agreed to each and every answer and have signed the certificate below.

Signature	Name Printed
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____