

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO: 9:14-cv-81241-KAM

EVESTMENT ALLIANCE, LLC,

Plaintiff

v.

COMPASS ITECH, LLC,

Defendant.

\_\_\_\_\_ /

**VERDICT**

We, the jury, return the following verdict:

**Computer Fraud and Abuse Act – Section 1030(a)(2)(C)**

1. Did eVestment prove, by a preponderance of the evidence, that Compass accessed the eVestment computer or computer system without authorization or exceeded authorized access?

Yes ✓

No \_\_\_\_\_

*If your answer to this question is No, then your verdict is for Compass on this count, and you should proceed directly to question 14. If your answer to this question is Yes, please proceed to question 2.*

**Affirmative Defense - Waiver**

2. Did Compass prove, by a preponderance of the evidence, that eVestment waived or gave up its rights to assert that Compass did anything improper?

Yes \_\_\_\_\_

No ✓

*If your answer to this question is Yes, then your verdict is for Compass on this count, and you should proceed directly to question 7. If your answer to this question is No, please proceed to question 3.*

**Affirmative Defense - Equitable Estoppel**

3. Did Compass prove, by a preponderance of the evidence, that eVestment concealed or was silent about the fact that it did not approve of Compass using its clients' login passwords to access and use eVestment's Analytics Database, which Compass relied upon and which reliance was reasonable under the circumstances and caused Compass to continue to use its clients' login passwords to access and use eVestment's Analytics Database?

Yes \_\_\_\_\_

No ✓

*If your answer to this question is Yes, then your verdict is for Compass on this count, and you should proceed directly to question 7. If your answer to this question is No, please proceed to question 4.*

**Affirmative Defense - Statute of Limitations**

4. Did Compass prove, by a preponderance of the evidence, that eVestment did not bring its claim within the time set by law?

Yes \_\_\_\_\_

No ✓

*If your answer to this question is Yes, then your verdict is for Compass on this count, and you should proceed directly to question 7. If your answer to this question is No, please proceed to question 5.*

**Affirmative Defense – Unclean Hands**

5. Did Compass prove, by a preponderance of the evidence, that eVestment's wrongdoing is directly related to the claim against which it is asserted, and that Compass was personally injured by eVestment's wrongful conduct?

Yes \_\_\_\_\_

No ✓

*If your answer to this question is Yes, then your verdict is for Compass on this count, and you should proceed directly to question 7. If your answer to this question is No, please proceed to question 6.*

6. What is the total amount of damages you award to eVestment, if any, for Compass' violation of Section 1030(a)(2)(C) of the Computer Fraud and Abuse Act?

\$ 100,000

*Please proceed to question 7.*

**Computer Fraud and Abuse Act – Section 1030(a)(4)**

*If you have answered Yes to question 1 proceed with these questions, otherwise please proceed to question 14.*

7. Did eVestment prove, by a preponderance of the evidence, that Compass acted knowingly and with intent to defraud?

Yes ☒

No ☐

*If your answer to this question is No, then your verdict is for Compass on this count, and you should proceed directly to question 14. If your answer to this question is Yes, please proceed to question 8.*

8. Did eVestment prove, by a preponderance of the evidence, that Compass obtained something of value?

Yes ☒

No ☐

*If your answer to this question is No, then your verdict is for Compass on this count, and you should proceed directly to question 14. If your answer to this question is Yes, you must consider the affirmative defenses that apply to these claims; please proceed to question 9.*

**Affirmative Defense - Waiver**

9. Did Compass prove, by a preponderance of the evidence, that eVestment waived or gave up its rights to assert that Compass did anything improper?

Yes ☐

No ☒

*If your answer to this question is Yes, then your verdict is for Compass on this count, and you should proceed directly to question 14. If your answer to this question is No, please proceed to question 10.*

**Affirmative Defense - Equitable Estoppel**

10. Did Compass prove, by a preponderance of the evidence, that eVestment concealed or was silent about the fact that it did not approve of Compass using its clients' login passwords to access and use eVestment's Analytics Database, which Compass relied upon and which reliance was reasonable under the circumstances and caused Compass to continue to use its clients' login passwords to access and use eVestment's Analytics Database?

Yes ☐

No ☒

*If your answer to this question is Yes, then your verdict is for Compass on this count, and you should proceed directly to question 14. If your answer to this question is No, please proceed to question 11.*

**Affirmative Defense - Statute of Limitations**

11. Did Compass prove, by a preponderance of the evidence, that eVestment did not bring its claim within the time set by law?

Yes \_\_\_\_\_

No ✓

*If your answer to this question is Yes, then your verdict is for Compass on this count, and you should proceed directly to question 14. If your answer to this question is No, please proceed to question 12.*

**Affirmative Defense – Unclean Hands**

12. Did Compass prove, by a preponderance of the evidence, that eVestment's wrongdoing is directly related to the claim against which it is asserted, and that Compass was personally injured by eVestment's wrongful conduct?

Yes \_\_\_\_\_

No ✓

*If your answer to this question is Yes, then your verdict is for Compass on this count, and you should proceed directly to question 14. If your answer to this question is No, please proceed to question 13.*

13. What is the total amount of damages you award to eVestment, if any, for Compass' violation of Section 1030(a)(4) of the Computer Fraud and Abuse Act?

\$ 530,000

*Please proceed to question 14.*

**Misappropriation of Trade Secret**

14. Did eVestment prove, by a preponderance of the evidence, that the compilation of information in the eVestment Analytics Database qualifies as a trade secret owned or possessed by eVestment?

Yes ✓

No \_\_\_\_\_

*If your answer to this question is No, then your verdict is for Compass on this count, and you should proceed directly to question 24. If your answer to this question is Yes, please proceed to question 15.*

15. Did eVestment prove, by a preponderance of the evidence, that Compass misappropriated a trade secret owned or possessed by eVestment?

Yes ☒

No ☐

*If your answer to this question is No, then your verdict is for Compass on this count, and you should proceed directly to question 24. If your answer to this question is Yes, you must consider the affirmative defenses that apply to these claims; please proceed to question 16.*

**Affirmative Defense - Laches**

16. Did Compass prove, by a preponderance of the evidence, that eVestment delayed in filing suit for an unreasonable and inexcusable length of time from when it knew or should have known of its claim and this was prejudicial to Compass?

Yes ☐

No ☒

*If your answer to this question is Yes, then your verdict is for Compass on this count, and you should proceed directly to question 24. If your answer to this question is No, please proceed to question 17.*

**Affirmative Defense - Acquiescence**

17. Did Compass prove, by a preponderance of the evidence, that eVestment actively represented that it would not assert a right or a claim, and the delay between the active representation and the assertion of the right or claim was not excusable and caused Compass undue prejudice?

Yes ☐

No ☒

*If your answer to this question is Yes, then your verdict is for Compass on this count, and you should proceed directly to question 24. If your answer to this question is No, please proceed to question 18.*

**Affirmative Defense - Waiver**

18. Did Compass prove, by a preponderance of the evidence, that eVestment waived or gave up its rights to assert that Compass did anything improper?

Yes ☐

No ☒

*If your answer to this question is Yes, then your verdict is for Compass on this count, and you should proceed directly to question 24. If your answer to this question is No, please proceed to question 19.*

**Affirmative Defense - Equitable Estoppel**

19. Did Compass prove, by a preponderance of the evidence, that eVestment concealed or was silent about the fact that it did not approve of Compass using its clients' login passwords to access and use eVestment's Analytics Database, which Compass relied upon and which reliance was reasonable under the circumstances and caused Compass to continue to use its clients' login passwords to access and use eVestment's Analytics Database?

Yes \_\_\_\_\_

No ☒ \_\_\_\_\_

*If your answer to this question is Yes, then your verdict is for Compass on this count, and you should proceed directly to question 24. If your answer to this question is No, please proceed to question 20.*

**Affirmative Defense - Statute of Limitations**

20. Did Compass prove, by a preponderance of the evidence, that eVestment did not bring its claim within the time set by law?

Yes \_\_\_\_\_

No ☒ \_\_\_\_\_

*If your answer to this question is Yes, then your verdict is for Compass on this count, and you should proceed directly to question 24. If your answer to this question is No, please proceed to question 21.*

**Affirmative Defense – Unclean Hands**

21. Did Compass prove, by a preponderance of the evidence, that eVestment's wrongdoing is directly related to the claim against which it is asserted, and that Compass was personally injured by eVestment's wrongful conduct?

Yes \_\_\_\_\_

No ☒ \_\_\_\_\_

*If your answer to this question is Yes, then your verdict is for Compass on this count, and you should proceed directly to question 24. If your answer to this question is No, please proceed to question 22.*

22. What is the total amount of damages you award to eVestment, if any, related to Compass' misappropriation of trade secrets?

\$ 841,000

*Please proceed to question 23.*

23. Did eVestment prove, by a preponderance of the evidence, that Compass' misappropriation of trade secret was willful and malicious?

Yes ☒

No ☐

*Please proceed to question 24.*

**Breach of eVestment's Website Terms of Service**

24. Did eVestment prove, by a preponderance of the evidence, that Compass had actual or constructive knowledge of the terms of service governing the use of eVestment's website when using the website?

Yes ☒

No ☐

*If your answer to this question is No, then your verdict is for Compass on this count, and you should proceed directly to question 34. If your answer to this question is Yes, please proceed to question 25.*

25. Did eVestment prove, by a preponderance of the evidence, that Compass breached the terms of service governing the use of eVestment's website?

Yes ☒

No ☐

*If your answer to this question is No, then your verdict is for Compass on this count, and you should proceed directly to question 34. If your answer to this question is Yes, please proceed to question 26.*

26. Did eVestment prove, by a preponderance of the evidence, that eVestment was harmed, or suffered damages, as a result of Compass' breach of contract?

Yes ☒

No ☐

*If your answer to this question is No, then your verdict is for Compass on this count, and you should proceed directly to question 34. If your answer to this question is Yes, you must consider the affirmative defenses that apply to these claims; please proceed to question 27.*

**Affirmative Defense - Laches**

27. Did Compass prove, by a preponderance of the evidence, that eVestment delayed in filing suit for an unreasonable and inexcusable length of time from when it knew or should have known of its claim and this was prejudicial to Compass?

Yes \_\_\_\_\_ No ☒

*If your answer to this question is Yes, then your verdict is for Compass on this count, and you should proceed directly to question 34. If your answer to this question is No, please proceed to question 28.*

**Affirmative Defense - Acquiescence**

28. Did Compass prove, by a preponderance of the evidence, that eVestment actively represented that it would not assert a right or a claim, and the delay between the active representation and the assertion of the right or claim was not excusable and caused Compass undue prejudice?

Yes \_\_\_\_\_ No ☒

*If your answer to this question is Yes, then your verdict is for Compass on this count, and you should proceed directly to question 34. If your answer to this question is No, please proceed to question 29.*

**Affirmative Defense - Waiver**

29. Did Compass prove, by a preponderance of the evidence, that eVestment waived or gave up its rights to assert that Compass did anything improper?

Yes \_\_\_\_\_ No ☒

*If your answer to this question is Yes, then your verdict is for Compass on this count, and you should proceed directly to question 34. If your answer to this question is No, please proceed to question 30.*

**Affirmative Defense - Equitable Estoppel**

30. Did Compass prove, by a preponderance of the evidence, that eVestment concealed or was silent about the fact that it did not approve of Compass using its clients' login passwords to access and use eVestment's Analytics Database, which Compass relied upon and which reliance was reasonable under the circumstances and caused Compass to continue to use its clients' login passwords to access and use eVestment's Analytics Database?

Yes \_\_\_\_\_ No ☒



*If your answer to this question is Yes, then your verdict is for Compass on this count, and you should proceed directly to question 34. If your answer to this question is No, please proceed to question 31.*

**Affirmative Defense - Statute of Limitations**

31. Did Compass prove, by a preponderance of the evidence, that eVestment did not bring its claim within the time set by law?

Yes \_\_\_\_\_ No ✓

*If your answer to this question is Yes, then your verdict is for Compass on this count, and you should proceed directly to question 34. If your answer to this question is No, please proceed to question 32.*

**Affirmative Defense – Unclean Hands**

32. Did Compass prove, by a preponderance of the evidence, that eVestment's wrongdoing is directly related to the claim against which it is asserted, and that Compass was personally injured by eVestment's wrongful conduct?

Yes \_\_\_\_\_ No ✓

*If your answer to this question is Yes, then your verdict is for Compass on this count, and you should proceed directly to question 34. If your answer to this question is No, please proceed to question 33.*

33. What is the total amount of damages you award to eVestment, if any, related to Compass' breach of the terms of service governing the use of eVestment's website?

\$ 530,000

*Please proceed to question 34.*

**Tortious Interference with Contract**

34. Did eVestment prove, by a preponderance of the evidence, that it had a contract with Holland Capital Management and that Compass knew of the contract between eVestment and Holland Capital Management?

Yes ✓ No \_\_\_\_\_

*If your answer to this question is no, then your verdict is for Compass on this count, and your deliberations are complete. You should sign and date this verdict form and notify the bailiff. If your answer to this question is yes, please proceed to question 35.*

35. Did eVestment prove, by a preponderance of the evidence, that Compass intentionally interfered with eVestment's contract with Holland Capital Management?

Yes ☒ No ☐

*If your answer to this question is No, then your verdict is for Compass on this count, and your deliberations are complete. You should sign and date this verdict form and notify the bailiff. If your answer to this question is Yes, you must consider the affirmative defenses that apply to these claims; please proceed to question 36.*

**Affirmative Defense - Laches**

36. Did Compass prove, by a preponderance of the evidence, that eVestment delayed in filing suit for an unreasonable and inexcusable length of time from when it knew or should have known of its claim and this was prejudicial to Compass?

Yes ☐ No ☒

*If your answer to this question is Yes, then your verdict is for Compass on this count, and your deliberations are complete. You should sign and date this verdict form and notify the bailiff. If your answer to this question is No, please proceed to question 37.*

**Affirmative Defense - Acquiescence**

37. Did Compass prove, by a preponderance of the evidence, that eVestment actively represented that it would not assert a right or a claim, and the delay between the active representation and the assertion of the right or claim was not excusable and caused Compass undue prejudice?

Yes ☐ No ☒

*If your answer to this question is Yes, then your verdict is for Compass on this count, and your deliberations are complete. You should sign and date this verdict form and notify the bailiff. If your answer to this question is No, please proceed to question 38.*

**Affirmative Defense - Waiver**

38. Did Compass prove, by a preponderance of the evidence, that eVestment waived or gave up its rights to assert that Compass did anything improper?

Yes \_\_\_\_\_

No ☒

*If your answer to this question is Yes, then your verdict is for Compass on this count, and your deliberations are complete. You should sign and date this verdict form and notify the bailiff. If your answer to this question is No, please proceed to question 39.*

**Affirmative Defense - Equitable Estoppel**

39. Did Compass prove, by a preponderance of the evidence, that eVestment concealed or was silent about the fact that it did not approve of Compass using its clients' login passwords to access and use eVestment's Analytics Database, which Compass relied upon and which reliance was reasonable under the circumstances and caused Compass to continue to use its clients' login passwords to access and use eVestment's Analytics Database?

Yes \_\_\_\_\_

No ☒

*If your answer to this question is Yes, then your verdict is for Compass on this count, and your deliberations are complete. You should sign and date this verdict form and notify the bailiff. If your answer to this question is No, please proceed to question 40.*

**Affirmative Defense - Statute of Limitations**

40. Did Compass prove, by a preponderance of the evidence, that eVestment did not bring its claim within the time set by law?

Yes \_\_\_\_\_

No ☒

*If your answer to this question is Yes, then your verdict is for Compass on this count, and your deliberations are complete. You should sign and date this verdict form and notify the bailiff. If your answer to this question is No, please proceed to question 41.*

**Affirmative Defense – Unclean Hands**

41. Did Compass prove, by a preponderance of the evidence, that eVestment's wrongdoing is directly related to the claim against which it is asserted, and that Compass was personally injured by eVestment's wrongful conduct?

Yes \_\_\_\_\_

No ☒

*If your answer to this question is Yes, then your verdict is for Compass on this count, and your deliberations are complete. You should sign and date this verdict form and notify the bailiff. If your answer to this question is No, please proceed to question 42.*

42. What is the total amount of damages you award to eVestment, if any, related to Compass' tortious interference with contract?

\$ 530,000

*Please proceed to question 43.*

43. Did eVestment prove, by clear and convincing evidence, that Compass was guilty of intentional misconduct or gross negligence?

Yes ✓

No         

*If your answer to this question is no, your deliberations are complete. Please sign and date this verdict form and notify the bailiff. If your answer to this question is yes, please proceed to question 44.*

44. What is the amount of punitive damages, if any, that you award to eVestment as a punishment to Compass and as a deterrent to others?

\$ 1.2 Million

*Your deliberations are complete. Please sign and date this verdict form and notify the bailiff.*

SO SAY WE ALL, this 11<sup>th</sup> of May, 2017.

Foreperson UU