



**IN THE COURT OF CHANCERY OF THE STATE
OF DELAWARE**

Anuj Gupta, Plaintiff,

V.

Stefan Safko and Scott Harvey, Defendants.

C.A. No. 2024-1296-SEM

**AFFIDAVIT OF SUPPORT FOR PLAINTIFF'S ANSWERING
BRIEF - SHANMUKHA SRAVAN PUTTAGUNTA**

AFFIDAVIT OF SUPPORT FOR PLAINTIFF'S ANSWERING BRIEF - SHANMUKHA SRAVAN PUTTAGUNTA

I, **Shanmukha Sravan Puttagunta**, being duly sworn, depose and state as follows:

1. Background and Capacity

1. I co-founded Solrice Research, Inc. (d/b/a Civil Maps) and served as its Founding Chief Executive Officer and served on its Board of Directors from 2013-2019.
2. I remain the Company's largest stockholder (common or preferred). The facts stated herein are based on my personal knowledge and review of contemporaneous records.

2. Outstanding Shares and Majority Threshold

3. As of the record date for the purported stockholder action by written consent approving the June 2022 asset sale to Luminar Technologies, Solrice had **13,761,613 outstanding shares** of voting stock. Reference Exhibit A - Solrice Research, Inc Cap Table.

4. Under 8 Del. C. § 271, a valid majority required **7,018,423 shares** in favor.

3. Stockholder Blocks

5. Based on the Company's cap table at the time:

- I held approximately **27.13%** of the outstanding shares.
- Anuj Gupta held approximately **8.66%**.
- Fabien Chraim held approximately **16.42%**.
- Scott Harvey held approximately **4.80%**.

6. Together, Mr. Gupta and I controlled over **35.77%** of the Company's outstanding stock, while Messrs. Chraim and Harvey together controlled **21.22%**.

4. Stockholder Consent and Notice Defect

7. Attached hereto as **Exhibit B - Stock Holder Consent** is a true and correct copy of the Stockholder Consent executed in connection with the June 2022 asset sale.
8. I did not receive this consent at the time of execution, and **neither I nor Mr. Gupta—together holding more than 35% of the outstanding shares—were ever presented with it.** Our shares were therefore excluded from the tally. We only received this information after the Company's certification of **8 Del. C. § 271 and interim directorship.**
9. Based on the consents executed, the **final vote tally recorded was approximately 54.02% of the outstanding shares**, just clearing the statutory threshold. However even if Scott's inducements are proven, and vote cleansing fails, that falls to **49.22%** missing the threshold for Corwin cleansing + **8 Del. C. § 271.**
10. That tally depended on the votes of Mr. Chraim (16.42%) and Mr. Harvey (4.80%). Their employment and compensation agreements were made express closing deliverables in the Asset Purchase Agreement, and none of

those agreements were disclosed to stockholders prior to the vote. As evidenced in Exhibit C - Voter Tally With and Without Corwin Cleansing.

11. The Company's failure to present the consent to me or to Mr. Gupta violated **8 Del. C. § 228(e)**, which requires that "prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing."

5. Certification Defects in 8 Del. C. § 271

12. At closing, the Company delivered certifications that the transaction had been approved by a majority of outstanding stockholders.
13. Given the knife-edge vote math, the more than **39.06%** of outstanding shares being uninformed and coerced, and the undisclosed inducements, those certifications were **inaccurate and unreliable**.
14. The **non-disclosure of material inducements and compensation arrangements fails Corwin cleansing** under Delaware law. The votes of

Messrs. Chraim and Harvey, whose inducements and employment agreements were closing deliverables, cannot be counted toward the final tally because they were conflicted and undisclosed. **Even if we only take Scott Harvey's inducement into consideration, the transaction achieved 49.22% which is short of § 271 majority.**

15. This is why the **employment agreements and Mr. Chraim's compensation information** are important to have on the record and are **necessary and essential** for stockholders to determine whether the § 271 majority was lawfully achieved.
16. **Defendants Safko and Harvey have no material proof sending us these closing packets or certifying that they fully informed the shareholders. The consents and deliverables were already executed prior to Gupta or Puttagunta having any knowledge of a stockholder consent vote occurring, and there is no evidentiary record showing they were ever circulated to all stockholders as required by law. Only a court-ordered production can create that verifiable record.**

6. Post-Closing Access to Documents

17. Following the June 2022 transaction, the Company's **Voting Rights Agreement terminated by its own terms** because the sale constituted a liquidation of a majority of the Company's assets. The clause preventing non-employees from appointing directors was removed.
18. This allowed Mr. Gupta and me, as stockholders, to appoint ourselves temporarily to the Board of Directors.
19. Acting in that capacity, we formally requested access to the Company's closing set of documents.
20. Company counsel begrudgingly provided only a portion, including the Asset Purchase Agreement and the executed Stockholder Consent forms, scrubbed of inducement and employment information.
21. The inducement agreements and compensation arrangements that were closing deliverables were withheld.

22. When it became clear that Company counsel and the preferred-holder-aligned directors would not provide full disclosure, Mr. Gupta and I resigned from the Board.

7. Defendants' Conduct

23. Based on my observations throughout this litigation, I believe Defendants Safko and Harvey are engaged in procedural stonewalling designed to delay or prevent stockholders from obtaining necessary records.

24. I believe Defendants do not want this Court's impartial observation to review the vote math, the closing deliverables, or the inducements embedded in the transaction.

25. Their refusal to provide the stockholder consent to me or to Mr. Gupta, their scrubbed production of the Asset Purchase Agreement, and their continued assertions that they lack possession of documents they personally executed, reinforce my belief that concealment is intentional.

8. Gupta Stockholder Status

26. I can certify under oath and during my directorship at the Series A closing, Anuj Gupta was a stockholder of Solrice Research, Inc.
27. I can certify the cap table structure did not change between the Series A financing and the Asset sale. There was no solicitation of Stockholder Consent to expand or recap the cap table.
28. I can certify that Carta's system marks stock certificates with a "Cancelled" annotation when the company dissolves. This does not mean loss of stockholder status, but rather the corporate stock ledger of Solrice Research, Inc becomes the ground truth of Stockholder status. Defendant's behavior in saying Anuj Gupta is not a Stockholder is perplexing, since both Defendants know that Anuj was a Stockholder as of the Series A closing (his signature is on the Voting agreement) and there has been no priced round between Series A and the asset sale, therefore Anuj would continue to remain a Stockholder at the time of sale. This assertion that he isn't a Stockholder is not valid and hurts the credibility of the Defendants.

9. Closing Statement

29. Based on the foregoing, I believe the Company sold substantially all of its assets to Luminar Technologies **without achieving the valid approval of a majority of outstanding stockholders as required by 8 Del. C. § 271.**
30. The recorded tally of approximately 54.02% was achieved only by excluding more than 39.06% of the outstanding shares from full and fair disclosure, including my own and those of Mr. Gupta, and by relying on the conflicted votes of Messrs. Chraim and Harvey, whose employment and compensation agreements were express closing deliverables and concealed.
31. Because the transaction did not clear the statutory § 271 majority, the certifications delivered at closing were invalid, and inspection of the requested records is necessary and essential to confirm that fact.

EXHIBIT LEDGER

Exhibit A - Solfice Research, Inc Cap Table

Exhibit B - Stock Holder Consent

Exhibit C - Voter Tally With and Without Corwin Cleansing

Exhibit D - Voting Agreement

Exhibit E - Temporary Board Assignment & Document Requests

Verification

I affirm under penalty of perjury under the laws of the State of Delaware that the foregoing is true and correct to the best of my knowledge.

Dated: SEP 20TH, 2025

Shanmukha Sravan Puttagunta

SHANMUKHA PUTTAGUNTA

Sworn and subscribed before me this 20 day of SEP, 2025.

Antoinette Robinson

Antoinette Robinson

Notary Public

State of Florida

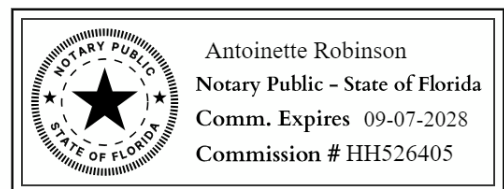
County of St Lucie

Sworn to (or affirmed) and subscribed before me by

means of ☐ Physical Present, or ☒ Online Notarization,

this 20th day of SEP, 2025 by SHANMUKHA PUTTAGUNTA

who provided identification of CA DL



Notarized Online with NotaryLive.com

