

IN THE IOWA DISTRICT COURT FOR WOODBURY COUNTY

ANDREW M. BOSE,

Plaintiff,

vs.

SIOUX CITY TRUCK & TRAILER, INC.,

Defendant.

LACV205399

VERDICT FORM

24 SEP 27 P1:4

CLERK OF DISTRICT COURT

BY _____ DEPUTY

We find the following verdict on the questions submitted to us:

Question No. 1:

Did Andrew Bose prove by a preponderance of the evidence his claim of conversion against Sioux City Truck & Trailer?

Answer "yes" or "no."

ANSWER: Yes

[If your answer to Question No. 1 is "no," do not answer Question 2 through ⁹ and proceed to Question No. ⁹. If your answer is "yes" to Question No. 1, proceed to Question No. 2] ₁₀

Question No. 2:

Did Andrew Bose suffer damages as a result of the conversion of his semi-truck by Sioux City Truck & Trailer?

Answer "yes" or "no."

ANSWER: Yes

[If your answer is "no," do not answer Questions 3 through 8 and proceed to Question No. 10].

Question No. 3:

State the amount of damages sustained by Andrew Bose as to each of the following items of damage. If the Plaintiff has failed to prove any item of damage enter \$0.00 for that item.

- A) Loss of Use of the semi-truck \$ 65,000
- B) Cost of Additional Repairs \$ 3409.07
- C) Additional Costs incurred to recover possession \$ 1,000

Question No. 4:

Did Sioux City Truck & Trailer prove by a preponderance of the evidence that Andrew Bose failed to mitigate his damages?

Answer "yes" or "no."

ANSWER: No

[If your answer is "no," do not answer Questions 5 or 6 and proceed to Question No. 7].

Question No. 5:

If you have determined that Andrew Bose failed to mitigate his damages, at what time did his failure to mitigate begin, (indicate month and year).

ANSWER: _____

Question No. 6:

What amount of damages do you find that Andrew Bose could have avoided if he had properly mitigated his damages?

ANSWER: \$ _____

Question No. 7:

Do you find by a preponderance of clear, convincing and satisfactory evidence the conduct of Sioux City Truck & Trailer constituted willful and wanton disregard for the rights of Andrew Bose?

Answer "Yes" or "No"

ANSWER: No

[If your answer to Question No. ⁷~~6~~ is "No" do not answer Question Nos. 8 and 9 and proceed to Question No. ⁹~~10~~]

¹⁰

Question No. 8: What amount of punitive damages, if any, do you award?

ANSWER: \$ _____

[If your answer to Question No. 8 is "None" do not answer Question No. 9]

Question No. 9: Was the conduct of Sioux City Truck & Trailer directed specifically at Andrew Bose?

Answer "Yes" or "No"

ANSWER: _____

Question No. 10: Did Sioux City Truck & Trailer prove by a preponderance of the evidence its claim of breach of contract against Andrew Bose for non-payment of repairs performed?

Answer "Yes" or "No"

ANSWER: Yes

[If your answer to Question No. 10 is "no", do not answer question 11 and proceed to Question No. 12. If your answer to Question No. 10 is "yes" proceed to Question No. 11]

Question No. 11: What amount of damages do you award to Sioux City Truck & Trailer for Andrew Bose's breach of contract?

ANSWER: \$ 89,334.29

Question No. 12: Did Sioux City Truck & Trailer prove by a preponderance of the evidence its claim of implied contract or unjust enrichment for non-payment of repairs against Andrew Bose?

Answer "Yes" or "No"

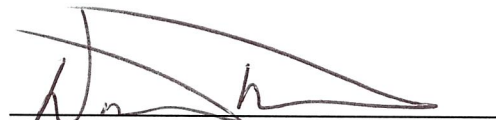
ANSWER: No

[If your answer to Question No. 12 is "no", do not answer any additional questions. If your answer to Question No. 12 is "yes" proceed to Question No. 13]

Question No. 13: What amount of damages do you award to Sioux City Truck & Trailer for Andrew Bose's breach of implied contract or unjust enrichment?

ANSWER: \$ _____

Date: 9-27-24


FOREPERSON

Juror**

Juror**

Juror**

Juror**

Juror**

Juror**

Juror**

**To be signed by the jurors agreeing to it after six (6) hours or more of deliberation.