JOHN THOMA and KELLY THOMA,	
Plaintiffs, vs.	Law No. LACV029023
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	VERDICT FORM 1 (COUNT I)
Defendants.	
1. Were John and Kelly Thoma and the C	Co-Executors, capable of contracting?
Answer "yes" or "no."	
ANSWER: 405	
If your answer is "no," do not answer any further	questions.
2. Did a contract exist between Plaintiffs	and Defendants?
Answer "yes" or "no."	
ANSWER: $\mathcal{N}\mathcal{O}$	
If your answer is "no," do not answer any further	questions.
3. Was there a sufficient meeting of the m the material terms of the contract?	inds between Plaintiffs and Defendants on
Answer "yes" or "no."	
ANSWER:	
If your answer is "no," do not answer any further	questions.
4. Have the Plaintiffs done what the contr	ract requires?
Answer "yes" or "no."	
ANSWER: <u>NO</u>	

If your answer is "no," do not answer any further questions.

5. Did Defendants breach the contract by refusing to allow John and Kelly Thoma to cut hay?

Answer "yes	s" or "no."	
ANSWER:	no	

If your answer is "no," do not answer any further questions.

6. What is the total amount of damages, if any, sustained by Plaintiffs John and Kelly Thoma as a result of Paragraph 5, above, and reduced by any award for the same wrongdoing in another Verdict Form?

ANSWER: \$	
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FOREMAN OR FOREWOMAN

JOHN THOMA and KELLY THOMA,		
Plaintiffs, Law No. LACV029023 vs.		
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased. VERDICT FORM 2 (COUNT III)		
Defendants.		
1. Were John and Kelly Thoma and the Co-Executors, capable of contracting?		
Answer "yes" or "no."		
ANSWER:		
If your answer is "no," do not answer any further questions.		
2. Did a contract exist between Plaintiffs and Defendants?		
Answer "yes" or "no."		
ANSWER: <u>n</u> 5		
If your answer is "no," do not answer any further questions.		
3. Was there a sufficient meeting of the minds between Plaintiffs and Defendants on the material terms of the contract?		
Answer "yes" or "no."		
ANSWER:		
If your answer is "no," do not answer any further questions.		
4. Have the Plaintiffs done what the contract requires?		
Answer "yes" or "no."		
ANSWER:		

If your answer is "no," do not answer any further questions.

5. Did Defendants breach the contract by removing gates to the enclosure where plaintiffs keep their cattle which prevented the cattle from being able to graze?

Answer "yes" or "no."

ANSWER:

If your answer is "no," do not answer any further questions.

6. What is the total amount of damages, if any, sustained by Plaintiffs John and Kelly Thoma as a result of Paragraph 5, above, and reduced by any award for the same wrongdoing in another Verdict Form?

ANSWER:

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JOHN THOMA and KELLY THOMA,	
Plaintiffs, vs.	Law No. LACV029023
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	VERDICT FORM <u>3</u> (COUNT VI)
Defendants.	
1. Did John and Kelly Thoma have a posse	ssory interest in a skid loader?
Answer "yes" or "no."	
ANSWER: $\sqrt{65}$	
If your answer is "no," do not answer any further of	questions.
2. Did the Plaintiffs abandon the skid loade	er?
Answer "yes" or "no."	•
ANSWER: _ NO	
If your answer is "yes," do not answer any further	questions.
3. Did the Defendants commit the act of co	nversion of the skid loader?
Answer "yes" or "no."	
ANSWER:	
If your answer is "no," do not answer any further of	questions.
4. Were Defendants a gratuitous bailee?	
Answer "yes", "no".	
ANSWER:	
If your answer is "no," skip to question 6.	

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If your answer to question 4 is "yes", did Defendants failed to exercise that degree of care for the property as would be exercised by persons of prudence in keeping property of like value under the circumstances? Answer "yes", "no", or skip if inapplicable. ANSWER: If your answer is "no," do not answer any further questions. What is the total amount of damages, if any, sustained by Plaintiffs John and Kelly Thoma, as a result of Paragraph 3, above, and reduced by any award for the same wrongdoing in another Verdict Form? ANSWER: \$ If your answer is \$0 do not answer any further questions. Of the damages in Paragraph 6, what amount do you assign to each of the Co-7. Executors together, Earl Thoma, or Scott Thoma? ANSWER: Co-Executors \$ Earl Thoma \$ Scott Thoma \$ (must match Answer #6) TOTAL:

JOHN THOMA and KELLY THOMA,	
Plaintiffs, vs.	Law No. LACV029023
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	VERDICT FORM 4 (COUNT VII)
Defendants.	
right to expect privacy?	l intrusion into a matter which Plaintiff had a
Answer "yes" or "no."	
ANSWER:	
If your answer is "no," do not answer any further	_
2. Was the intrusion "highly offensive" t	to a reasonable person?
Answer "yes" or "no." ANSWER:	
If your answer is "no," do not answer any further	er questions.
3. Have Plaintiffs suffered some injury a	s a result of Defendants' intrusion?
Answer "yes" or "no." ANSWER:	
If your answer is "no," do not answer any further	er questions.
4. What is the total amount of damages, Thoma, as a result of Paragraph 3, above?	if any, sustained by Plaintiffs John and Kelly
ANSWER: \$	

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JOHN THOMA and KELLY THOMA,	
Plaintiffs,	Law No. LACV029023
VS.	
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	VERDICT FORM <u>5</u> (COUNT VIII)
Defendants.	
-	e Co-Executors, capable of contracting?
Answer "yes" or "no."	
ANSWER: Yes	
If your answer is "no," do not answer any furth	ner questions.
2. Did a contract exist between Plaintiff	is and Earl Thoma?
Answer "yes" or "no."	•
ANSWER: Yes	
If your answer is "no," do not answer any furth	ner questions.
3. Was there a sufficient meeting of the material terms of the contract?	minds between Plaintiffs and Defendant on the
Answer "yes" or "no."	
ANSWER: \sqrt{eS}	
If your answer is "no," do not answer any furth	ner questions.
4. Has the Plaintiff done what the contr	ract requires?
Answer "yes" or "no."	

ANSWER: Vestions.

If your answer/is "no," do not answer any further questions.

5. Did Earl Thoma breach the contract by failing to pay John and Kelly Thoma the contract price for bales of hay?

Answer "yes" or "no."

ANSWER: YUS

If your answer is "no," do not answer any further questions.

6. What is the total amount of damages, if any, sustained by Plaintiffs John and Kelly Thoma, as a result of Paragraph 5, above?

ANSWER: \$ (141).

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JOHN THOMA and KELLY THOMA,	
Plaintiffs, vs.	Law No. LACV029023
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	VERDICT FORM 6 (COUNT IX)
Defendants.	
1. Were John and Kelly Thoma and the C	o-Executors, capable of contracting?
Answer "yes" or "no."	
ANSWER: Yes	
If your answer is "no," do not answer any further	questions.
2. Did a contract exist between Plaintiffs a	and Defendants?
Answer "yes" or "no."	
ANSWER: \mathcal{D}	
If your answer is "no," do not answer any further	questions.
3. Was there a sufficient meeting of the m the material terms of the contract?	inds between Plaintiffs and Defendants on
Answer "yes" or "no."	
ANSWER:	
If your answer is "no," do not answer any further	questions.
4. Have the Plaintiffs done what the contr	ract requires?
Answer "yes" or "no."	

ANSWER:	
If your answ	er is "no," do not answer any further questions.
preventing the	Defendants breach the contract by placing padlocks on the Thomas's gates om from accessing their leased field in violation of the Court's stay and in e rental agreement.
Answer "yes	s" or "no."
ANSWER:	
If your answ	ver is "no," do not answer any further questions.
	at is the total amount of damages, if any, sustained by Plaintiffs John and Kelly esult of Paragraph 5, above?
ANSWER:	\$
March	

JOHN THOMA and KELLY THOMA,	
Plaintiffs,	Law No. LACV029023
VS.	
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	VERDICT FORM 7 (COUNT X)
Defendants.	
1. Were John and Kelly Thoma and the	e Co-Executors, capable of contracting?
Answer "yes" or "no."	
ANSWER: \sqrt{eS}	
If your answer is "no," do not answer any furth	ner questions.
2. Did a contract exist between Plaintiff	fs and Defendants?
Answer "yes" or "no."	
ANSWER:	
If your answer is "no," do not answer any furth	ner questions.
3. Was there a sufficient meeting of the the material terms of the contract?	minds between Plaintiffs and Defendants on
Answer "yes" or "no."	
ANSWER:	
If your answer is "no," do not answer any furth	her questions.
4. Have the Plaintiffs done what the con	ntract requires?
Answer "yes" or "no."	

ANSWER: If your answer is "no," do not answer any further questions.
5. Did Defendants breach the contract by blocking John and Kelly Thoma's access to their fuel tanks in violation of the Court's stay and in violation of the rental agreement?
Answer "yes" or "no."
ANSWER:
If your answer is "no," do not answer any further questions.
6. What is the total amount of damages, if any, sustained by Plaintiffs John and Kelly Thoma, as a result of Paragraph 5, above?
ANSWER: \$
JMM Jon D FOREMAN OR FOREWOMAN

JOHN THOMA and KELLY THOMA,	
Plaintiffs, vs.	Law No. LACV029023
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	VERDICT FORM (COUNT XI)
Defendants.	
1. Were John and Kelly Thoma and the Answer "yes" or "no."	Co-Executors, capable of contracting?
ANSWER: 45	
If your answer is "no," do not answer any furth	er questions.
2. Did a contract exist between Plaintiff	s and Defendants?
Answer "yes" or "no."	
ANSWER: // O	
If your answer is "no," do not answer any furth	ner questions.
3. Was there a sufficient meeting of the the material terms of the contract?	minds between Plaintiffs and Defendants on
Answer "yes" or "no."	
ANSWER:	
If your answer is "no," do not answer any furth	ner questions.
4. Have the Plaintiffs done what the con	ntract requires?
Answer "yes" or "no."	

ANSWER: If your answer is "no," do not answer any further questions.	
5. Did Defendants breach the contract by moving John and Kelly Thoma's bales of hay?	
Answer "yes" or "no."	
ANSWER:	
If your answer is "no," do not answer any further questions.	
6. What is the total amount of damages, if any, sustained by Plaintiffs John and Ke Thoma, as a result of Paragraph 5, above, and reduced by any award for the same wrongdoing in another Verdict Form?	lly
ANSWER: \$	
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JOHN THOMA and KELLY THOMA,	
Plaintiffs, vs.	Law No. LACV029023
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	verdict form 2 (count XII)
Defendants.	
1. Did John and Kelly Thoma have a poss bales and a skid loader bucket?	sessory interest in wagons and a trailer, hay
Answer "yes" or "no."	
ANSWER: Yes	•
If your answer is "no," do not answer any further	r questions.
2. Did the Plaintiffs abandon the wagons bucket?	and a trailer, hay bales and a skid loader
Answer "yes" or "no."	
ANSWER:	•
If your answer is "yes," do not answer any further	er questions.
3. Did the Defendants commit the act of commit t	conversion of the wagons and a trailer, hay
Answer "yes" or "no."	
ANSWER:	·
If your answer is "no," do not answer any furthe	r questions.
4. Were Defendants a gratuitous bailee?	
Answer "yes", "no".	

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ANSWER: _		_
If your answe	r is "no," skip to	question 6.
care for the p		stion 4 is "yes", did Defendants failed to exercise that degree of all be exercised by persons of prudence in keeping property of stances?
Answer "yes"	', "no", or skip i	f inapplicable.
ANSWER: _		_
If your answe	r is "no," do not	answer any further questions.
Thoma, as a wrongdoing		
		aswer any further questions.
		aragraph 6, what amount do you assign to each of the Cohoma, or Scott Thoma?
ANSWER:	Co-Executors Earl Thoma Scott Thoma	\$
TOTA	AL:	(must match Answer #6)
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JOHN THOMA and KELLY THOMA,	
Plaintiffs, vs.	Law No. LACV029023
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	VERDICT FORM <u>(COUNT XIII)</u>
Defendants.	
1. Did John and Kelly Thoma have a posproperty: a. Cement blocks.	ssessory interest in the following items of
b. Several gates along the farm.	
c. Motor for a vacuum pump.	
d. Silo unloader motor.	
e. Metal frame for rubber curtains i	in front of barn doorway.
Answer "yes" or "no."	
ANSWER:	
If your answer is "no," do not answer any furthe	er questions.
2. Did the Plaintiffs abandon the proper	ty in paragraph 1?
Answer "yes" or "no."	
ANSWER:	
If your answer is "yes," do not answer any furth	ner questions.
3. Did the Defendants commit the act of	conversion of the property in Paragraph 1?
Answer "yes" or "no."	
ANSWER:	
If your answer is "no," do not answer any further	er questions.

4. Were Defendants a gratuitous bailee? Answer "yes", "no". ANSWER: If your answer is "no," skip to question 6. If your answer to question 4 is "yes", did Defendants failed to exercise that degree of care for the property as would be exercised by persons of prudence in keeping property of like value under the circumstances? Answer "yes", "no", or skip if inapplicable. ANSWER: If your answer is "no," do not answer any further questions. 6. What is the total amount of damages, if any, sustained by Plaintiffs John and Kelly Thoma, as a result of Paragraph 3, above, and reduced by any award for the same wrongdoing in another Verdict Form? ANSWER: \$ If your answer is \$0 do not answer any further questions. 7. Of the damages in Paragraph 6, what amount do you assign to each of the Co-**Executors together, Earl Thoma, or Scott Thoma?** ANSWER: Co-Executors \$ Earl Thoma \$ Scott Thoma \$ TOTAL: (must match Answer #6)

JOHN THOMA and KELLY THOMA,	
Plaintiffs, vs.	Law No. LACV029023
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	VERDICT FORM (COUNT XIV)
Defendants.	
1. Did John and Kelly Thoma have a posse Executors failed to remove after the Forcible En	
Answer "yes" or "no."	
ANSWER: 465	
If your answer is "no," do not answer any further of	questions.
2. Did the Plaintiffs abandon the property	in paragraph 1?
Answer "yes" or "no."	
ANSWER:	
If your answer is "yes," do not answer any further	
, , , , , ,	questions.
	questions. nversion of the property in Paragraph 1?
3. Did the Defendants commit the act of co. Answer "yes" or "no."	
3. Did the Defendants commit the act of co	
3. Did the Defendants commit the act of co. Answer "yes" or "no."	nversion of the property in Paragraph 1?
3. Did the Defendants commit the act of contains and t	nversion of the property in Paragraph 1?
Answer "yes" or "no." ANSWER:	nversion of the property in Paragraph 1?

If your answer to question 4 is "yes", did Defendants fail to exercise that degree of

If your answer is "no," skip to question 6.

care for the property as would be exercised by persons of prudence in keeping property of like value under the circumstances? Answer "yes", "no", or skip if inapplicable. ANSWER: If your answer is "no," do not answer any further questions. What is the total amount of damages, if any, sustained by Plaintiffs John and Kelly 6. Thoma, as a result of Paragraph 3, above, and reduced by any award for the same wrongdoing in another Verdict Form? ANSWER: \$ If your answer is \$0 do not answer any further questions. 7. Of the damages in Paragraph 6, what amount do you assign to each of the Co-Executors together, Earl Thoma, or Scott Thoma? Co-Executors \$____ **ANSWER:** Earl Thoma Scott Thoma \$ (must match Answer #6) TOTAL:

JOHN THOMA and KELLY THOMA,	
Plaintiffs, vs.	Law No. LACV029023
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	VERDICT FORM <u>13</u> (COUNT XVII)
Defendants.	
1. Were the Defendants negligent in their	r care of fuel barrels belonging to plaintiff?
Answer "yes" or "no."	
ANSWER:	
(If your answer is "no," do not answer any furth	er questions.)
2. Was the fault of Defendants a cause of	of damage to the plaintiff?
Answer "yes" or "no."	
ANSWER:	
(If your answer is "no," do not answer any further	er questions.)
3. Was Defendant a gratuitous bailee?	
Answer "yes", "no".	
ANSWER:	
	did Defendants fail to exercise that degree of y persons of prudence in keeping property of
Answer "yes", "no", or skip if inapplicable.	
ANSWER:	

If your answer is "no," do not answer any further questions.

5. Was the plaintiff, John and Kelly Thoma, at fault?

Answer: "yes	s" or "no."		
ANSWER: _		_	
(If your answ	ver is "no", do no	t answer question 4 or 5.)	
6. Was	the plaintiffs' fa	ult a cause of his/her damage?	
Answer "yes	" or "no."		
ANSWER: _		_	
(If your answ	ver is "no," do no	t answer Question No. 5.)	
defendants, fault do you	which was a car	e total combined fault of plaintiffs, John and Kelly Thoma ise of plaintiff's damage, what percentage of such combined aintiffs and what percentage of such combined fault do you	i
ANSWER:	Plaintiffs Defendants	% %	
	TOTAL:	100%	
(If you find p	olaintiffs to be m	ore than 50% at fault, do not answer any further questions.)	
a result of p	paragraph 1, ab	ount of damages, if any, sustained by John and Kelly Thom ove, without taking into consideration any reduction of fault, if any, and reduced by any award for the same rdict Form?	a, as
ANSWER	\$		
	_	aragraph 8, what amount do you assign to each of the Cohoma, or Scott Thoma?	
ANSWER:	Co-Executors Earl Thoma Scott Thoma	\$ \$ \$	
TOTAL:		(must match Answer #8)	



JOHN THOMA and KELLY THOMA,	
Plaintiffs, vs.	Law No. LACV029023
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	VERDICT FORM 4 (COUNT XVIII)
Defendants.	
1. Did Earl Thoma's cattle get loose and d 2020?	amage the plaintiff's crops in 2019 and/or
Answer "yes" or "no."	
ANSWER: <u>VIS</u>	
If your answer is "no," do not answer any further	questions.
2. Was Earl Thoma negligent in allowing	the cattle to get loose?
Answer "yes" or "no."	
ANSWER: <u>NO</u>	
If your answer is "no," do not answer any further	questions.
3. Was the fault of Earl Thoma a cause o	f damage to the plaintiffs?
Answer "yes" or "no."	
ANSWER:	
(If your answer is "no," do not answer any further	questions.)
4. Were the plaintiffs, John and Kelly Tho	oma, at fault?
Answer: "yes" or "no."	

ANSWER: _					
(If your answ	er is "no", do not ar	nswer question	4 or 5.)		
5. Was 1	the plaintiffs' fault	a cause of his	s/her damage?	•	
Answer "yes'	' or "no."				
ANSWER: _					
(If your answ	ver is "no," do not ar	nswer Question	1 No. 5.)		
Defendant, I combined fa	g 100% as the total Earl Thoma's, whic ult do you assign to n to the defendant	ch was a causo o the plaintiff	e of plaintiff's	damage, what	percentage of such
ANSWER:	Plaintiffs	****	_% _%		
	TOTAL:	100%			
(If you find p	plaintiffs to be more	than 50% at fa	ault, do not ans	swer any further	r questions.)
as a result o	hat is the total amo of Paragraph 2 abo ie to plaintiff's fau	ove, without ta	J .	•	n and Kelly Thoma reduction of
ANSWER	\$				
Ma Al	1-1/				

JOHN THOMA and KELLY THOMA,	
Plaintiffs,	Law No. LACV029023
VS.	
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	verdict form <u>15</u> (count xix)
Defendants.	
1. Were John and Kelly Thoma and Est	arl Thoma, capable of contracting?
ANSWER: $\sqrt{25}$ If your answer is "no," do not answer any furt	ther questions.
2. Did a contract exist between Plainting ohn Thoma agreed to split the cost of netwra	ff and Earl Thoma in which Earl Thoma and ap?

Answer "yes" or "no."

ANSWER: Y = S

If your answer is "no," do not answer any further questions.

3. Was there a sufficient meeting of the minds between Plaintiffs and Defendant on the material terms of the contract?

Answer "yes" or "no."

ANSWER: 465

If your answer is "no," do not answer any further questions.

4. Have the Plaintiffs done what the contract requires?

Answer "yes" or "no."

5. Did Earl Thoma breach the contract by failing to pay John Thoma for his portion of the netwrap?

Answer "yes" or "no."

ANSWER:

If your answer is "no," do not answer any further questions.

6. What is the total amount of damages, if any, sustained by Plaintiffs John and Kelly Thoma as a result of Paragraph 5, above?

ANSWER:

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JOHN THOMA and KELLY THOMA,	
Plaintiffs,	Law No. LACV029023
vs. SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	VERDICT FORM <u>(COUNT XX)</u>
Defendants.	
1. Were John and Kelly Thoma and Ea	rl Thoma, capable of contracting?
Answer "yes" or "no."	
ANSWER: \sqrt{l}	
If your answer is "no," do not answer any furth	ner questions.
2. Did a contract exist between Plaintiff John Thoma agreed to split the cost of fuel for	f and Earl Thoma in which Earl Thoma and planting and harvesting in 2018?
Answer "yes" or "no."	
ANSWER: NO	
If your answer is "no," do not answer any furth	her questions.
3. Was there a sufficient meeting of the material terms of the contract?	e minds between Plaintiffs and Defendant on the
Answer "yes" or "no."	
ANSWER:	
If your answer is "no," do not answer any furth	her questions.
4. Have the Plaintiffs done what the con	ntract requires?
Answer "yes" or "no."	

W 1 . . .

ANSWER:
If your answer is "no," do not answer any further questions.
5. Did Earl Thoma breach the contract by failing to pay John Thoma for his portion of the fuel for planting and harvesting in 2018?
Answer "yes" or "no."
ANSWER:
If your answer is "no," do not answer any further questions.
6. What is the total amount of damages, if any, sustained by Plaintiffs John and Kelly Thoma as a result of Paragraph 5, above?
ANSWER: \$
FOREMAN OR FOREWOMAN

JOHN THOMA and KELLY THOMA,	
Plaintiffs,	Law No. LACV029023
vs.	
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	VERDICT FORM <u>1</u> 7(COUNT XXI)
Defendants.	
1. Were John and Kelly Thoma and Earl Answer "yes" or "no."	Thoma, capable of contracting?
ANSWER: \sqrt{l}	
If your answer is "no," do not answer any furthe	r questions.
2. Did a contract exist between Plaintiffs John Thoma agreed to split the cost of fuel for p	and Earl Thoma in which Earl Thoma and blanting and harvesting in 2019?
Answer "yes" or "no."	
ANSWER:	
If your answer is "no," do not answer any further	er questions.
3. Was there a sufficient meeting of the material terms of the contract?	ninds between Plaintiffs and Defendant on the
Answer "yes" or "no."	
ANSWER:	
If your answer is "no," do not answer any further	er questions.
4. Have the Plaintiffs done what the cont	tract requires?
Answer "yes" or "no."	

ANSWER:	
If your answer is "no," do not answer any further questions.	
5. Did Earl Thoma breach the contract by failing to pay John Thoma for his porthe fuel for planting and harvesting in 2019?	tion of
Answer "yes" or "no."	
ANSWER:	
If your answer is "no," do not answer any further questions.	
6. What is the total amount of damages, if any, sustained by Plaintiffs John and Thoma as a result of Paragraph 5, above?	Kelly
ANSWER: \$	
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JOHN THOMA and KELLY THOMA,	
Plaintiffs, vs.	Law No. LACV029023
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	VERDICT FORM <u> </u> (COUNT XXII)
Defendants.	
1. Were John and Kelly Thoma and Earl	I Thoma, capable of contracting?
Answer "yes" or "no."	
ANSWER: 45	
If your answer is "no," do not answer any further	er questions.
2. Did a contract exist between Plaintiffs John Thoma agreed to split the cost of fuel for p	and Earl Thoma in which Earl Thoma and planting and harvesting in 2020?
Answer "yes" or "no."	
ANSWER:	
If your answer is "no," do not answer any further	er questions.
3. Was there a sufficient meeting of the material terms of the contract?	minds between Plaintiffs and Defendant on the
Answer "yes" or "no."	
ANSWER:	
If your answer is "no," do not answer any further	er questions.
4. Have the Plaintiffs done what the cont	tract requires?
Answer "yes" or "no."	

ANSWER: If your answer is "no," do not answer any f	further questions.
5. Did Earl Thoma breach the contr the fuel for planting and harvesting in 2020	ract by failing to pay John Thoma for his portion of
Answer "yes" or "no."	
ANSWER:	
If your answer is "no," do not answer any f	further questions.
6. What is the total amount of dama Thoma as a result of Paragraph 5, above?	nges, if any, sustained by Plaintiffs John and Kelly
ANSWER: \$	
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JOHN THOMA and KELLY THOMA,	·	
Plaintiffs,	Law No. LACV029023	
VS.	• • •	
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	VERDICT FORM 19 (COUNT XXIII)	
Defendants.		
	John and Kelly Thoma's 5088 tractor?	
Answer "yes" or "no."		
ANSWER:		
If your answer is "no," do not answer any further questions.		
2. Was the fault of Earl Thoma a cause of damage to the plaintiff?		
Answer "yes" or "no."		
ANSWER:		
(If your answer is "no," do not answer any further	questions.)	
3. Were the plaintiffs, John and Kelly Thoma, at fault?		
Answer: "yes" or "no."		
ANSWER:		
(If your answer is "no", do not answer question 4	or 5.)	
4. Was the plaintiffs' fault a cause of h	nis/her damage?	
Answer "yes" or "no."		
ANSWER:		

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(If your answer is "no," do not answer Question No. 5.)

5. Using 100% as the total combined fault of plaintiffs, John and Kelly Thoma and Defendant, Earl Thoma's, which was a cause of plaintiff's damage, what percentage of such combined fault do you assign to the plaintiff and what percentage of such combined fault do you assign to the defendant?

ANSWER:	Plaintiffs Defendants		
	TOTAL:	100%	

(If you find plaintiffs to be more than 50% at fault, do not answer any further questions.)

6. What is the total amount of damages, if any, sustained by John and Kelly Thoma as a result of Paragraph 1 above, without taking into consideration any reduction of damages due to plaintiff's fault, if any?

ANSWER	\$

IN THE IOWA DISTRICT COURT IN AND FOR JACKSON COUNTY

JOHN THOMA and KELLY THOMA, Plaintiffs, vs.	Law No. LACV029023		
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	VERDICT FORM <u>20</u> (COUNT XXIV)		
Defendants.			
1. Were John and Kelly Thoma and Earl Thoma, capable of contracting?			

If your answer is "no," do not answer any further questions.

2. Did a contract exist between Plaintiffs and Earl Thoma in which Earl Thoma and John Thoma agreed to split the use of farm land in 2018?

If your answer is "no," do not answer any further questions.

3. Was there a sufficient meeting of the minds between Plaintiffs and Defendant on the material terms of the contract?

Answer "yes" or "no."

ANSWER: Yes

If your answer is "no," do not answer any further questions.

4. Have the Plaintiffs done what the contract requires?

Answer "yes" or "no."

+ 1,00

5. Did Earl Thoma breach the contract by refusing to allow John Thoma to use half of the crop grounds in 2018?

Answer "yes" or "no."

ANSWER: Yes

If your answer is "no," do not answer any further questions.

6. What is the total amount of damages, if any, sustained by Plaintiffs John and Kelly Thoma as a result of Paragraph 5, above?

ANSWER: \$ 750.00

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IN THE IOWA DISTRICT COURT IN AND FOR JACKSON COUNTY

Plaintiffs, vs.	Law No. LACV029023
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	verdict form 21 (count xxv)
Defendants.	
1 Ware John and Kelly Thoma and Fe	arl Thoma, capable of contracting?

If your answer is "no," do not answer any further questions.

Did a contract exist between Plaintiffs and Earl Thoma in which Earl Thoma and 2. John Thoma agreed to split the use of farm land in 2019?

Answer "yes" or "no."

ANSWER: $\sqrt{65}$

ANSWER: $\frac{1}{2}$

If your answer is "no," do not answer any further questions.

Was there a sufficient meeting of the minds between Plaintiffs and Defendant on the 3. material terms of the contract?

Answer "yes" or "no."

ANSWER: $\frac{45}{}$

If your answer is "no," do not answer any further questions.

4. Have the Plaintiffs done what the contract requires?

Answer "yes" or "no."

ANSWER: \(\square \square \)
If your answer is "no," do not answer any further questions.

5. Did Earl Thoma breach the contract by refusing to allow John Thoma to use half of the crop grounds in 2019?

Answer "yes" or "no."

ANSWER: VUS

If your answer is "no," do not answer any further questions.

6. What is the total amount of damages, if any, sustained by Plaintiffs John and Kelly Thoma as a result of Paragraph 5, above?

ANSWER: \$ 750.00

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IN THE IOWA DISTRICT COURT IN AND FOR JACKSON COUNTY

JOHN THOMA and KELLY THOMA,		
Plaintiffs,	Law No. LACV029023	
VS.		
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	VERDICT FORM 22 (COUNT XXVI)	
Defendants.		

Were John and Kelly Thoma and Earl Thoma, capable of contracting? 1.

Answer "yes" or "no."

ANSWER: 4

If your answer is "no," do not answer any further questions.

Did a contract exist between Plaintiff and Earl Thoma in which Earl Thoma and 2. John Thoma agreed to split the use of farm land in 2020?

Answer "yes" or "no."

ANSWER: 45

If your answer is "no," do not answer any further questions.

Was there a sufficient meeting of the minds between Plaintiffs and Defendant on the 3. material terms of the contract?

Answer "yes" or "no."

ANSWER: $\sqrt{65}$

If your answer is "no," do not answer any further questions.

4. Have the Plaintiffs done what the contract requires?

Answer "yes" or "no."

ANSWER: \sqrt{l} S

If your answer is "no," do not answer any further questions.

5. Did Earl Thoma breach the contract by refusing to allow John Thoma to use half of the crop grounds in 2020?

Answer "yes" or "no."

ANSWER: ____

If your answer is "no," do not answer any further questions.

6. What is the total amount of damages, if any, sustained by Plaintiffs John and Kelly Thoma as a result of Paragraph 5, above?

ANSWER . \$

IN THE IOWA DISTRICT COURT IN AND FOR JACKSON COUNTY

JOHN THOMA and KELLY THOMA,	
Plaintiffs, vs.	Law No. LACV029023
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	VERDICT FORM 23 (COUNT XXVII)
Defendants.	
1. Did Earl Thoma negligently damag and hay feeder?	e plaintiff's chicken coop, steel porch swing,
Answer "yes" or "no."	
ANSWER: Yes	,
If your answer is "no," do not answer any further	questions.
2. Was the fault of Earl Thoma a cau	use of domoge to the plaintiffs?
	ise of damage to the plaintins:
Answer "yes" or "no."	ise of damage to the plainting:
Answer "yes" or "no."	ise of damage to the plainting:
Answer "yes" or "no." ANSWER:	er questions.)
Answer "yes" or "no." ANSWER:	er questions.)
Answer "yes" or "no." ANSWER:	er questions.)
Answer "yes" or "no." ANSWER:	er questions.) Thoma, at fault?
Answer "yes" or "no." ANSWER:	er questions.) Thoma, at fault? or 5.)
Answer "yes" or "no." ANSWER:	er questions.) Thoma, at fault? or 5.)

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(If your answer is "no," do not answer Question No. 5.)

5. Using 100% as the total combined fault of plaintiffs, John and Kelly Thoma and Defendant, Earl Thoma's, which was a cause of plaintiff's damage, what percentage of such combined fault do you assign to the plaintiffs and what percentage of such combined fault do you assign to the defendant, Earl Thoma?

(If you find plaintiffs to be more than 50% at fault, do not answer any further questions.)

6. What is the total amount of damages, if any, sustained by John and Kelly Thoma as a result of Paragraph 1 above, without taking into consideration any reduction of damages due to plaintiff's fault, if any?

ANSWER \$ 500,00

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IN THE IOWA DISTRICT COURT IN AND FOR JACKSON COUNTY

JOHN THOMA and KELLY THOMA,	
Plaintiffs, vs.	Law No. LACV029023
SCOTT THOMA and EARL THOMA, individually and as Co-Executors of the Estate of Ernest William Thoma, Deceased.	verdict form 4 (count xxviii)
Defendants.	
1. Did the Defendants intentionally dama	age any of the plaintiff's property?
Answer "yes" or "no."	
ANSWER: // D	
If your answer is "no," do not answer any furthe	er questions.
2. Have the plaintiffs already been comp all property you have found to have been into	ensated in another verdict form for any and entionally damaged?
Answer "yes" or "no."	
ANSWER:	
If your answer is "no," do not answer any further	er questions.
3. Did the Plaintiffs abandon the propert	ty in paragraph 1?
Answer "yes" or "no."	
ANSWER:	
If your answer is "yes," do not answer any furth	er questions.
4. Did the Defendants commit the act of	conversion as to the property at issue?
Answer "yes" or "no."	
ANSWER:	•

5.

If your answer is "no," do not answer any further questions.

Was Defendant a gratuitous bailee?

Answer "yes	", "no".	
ANSWER: _		_
care for the		stion 4 is "yes", did Defendants fail to exercise that degree of ald be exercised by persons of prudence in keeping property of stances?
Answer "yes	", "no", or skip i	f inapplicable.
ANSWER: _		
If your answe	er is "no," do not	t answer any further questions.
		ant of damages, if any, sustained by Plaintiffs John and Kelly nge to the property at issue?
ANSWER: \$		
If your answe	er is \$0 do not ar	nswer any further questions.
	amages in Paraș rl Thoma, or Sc	graph 7, what amount do you assign to each of the Co-Executors cott Thoma?
ANSWER:	Co-Executors Earl Thoma Scott Thoma	\$ \$ \$
TOTAL:		(must match Answer #7)
mople	mille	

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IN THE IOWA DISTRICT COURT IN AND FOR JACKSON COUNTY

J(JHN	THOMA	and	KELLY	THOMA,
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Plaintiffs,

VS.

VERDICT FORM 25 (COUNTERCLAIM COUNT II)

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SCOTT THOMA, as Co-Executor, and EARL THOMA, individually and as Co-Executor of the Estate of Ernest William Thoma,

Defendants.

1. Did John and Kelly consume water and electricity from the Estate after being ordered to vacate?

Answer "yes" or "no."

ANSWER:

If your answer is "no," do not answer any further questions.

2. Have John and Kelly failed to pay for the water and electricity usage?

Answer "yes" or "no."

ANSWER:

If your answer is "no," do not answer any further questions.

3. What is the total amount of damages, if any, sustained by the Co-Executors as a result of Paragraph 2, above?

ANSWER. \$