

## IN THE IOWA DISTRICT COURT FOR POLK COUNTY

GREEN LTD., LLC,

Plaintiff,

vs.

PORT OF DES MOINES, LLC and MICHAEL  
LAVALLE,

Defendants.

CASE NO. LACL154866

**VERDICT FORM AND SPECIAL  
INTERROGATORIES**PORT OF DES MOINES, LLC, and MICHAEL  
LAVALLE,

Counter-Claimants,

vs.

GREEN LTD., LC, RICHARD EYCHANER,  
AND EYCHANER PROPERTIES, INC.,

Counterclaim Defendants.

FILED  
POLK COUNTY, IA  
2025 APR -3 AM 8:32  
CLERK DISTRICT COURT

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

**Green's Claims**

1. Did Port of Des Moines breach the 2016 and 2019 Lease Agreements by not paying rent?

Answer Yes or No:

YES

(If your answer to this question is yes, proceed to question 2. If your answer to this question is no, proceed to question 5.)

2. Does the Force Majeure clause in the 2016 and 2019 Lease agreements excuse Port of Des Moines's non-payment of rent, in part or in whole, during 2020 and 2021.

Answer Yes or No: NO

(If your answer to this question is yes, proceed to question 3. If your answer to this question is no, proceed to question 4).

3. Which months did Port of Des Moines establish that it was excused from paying rent under the Force Majeure clause? Answer "Yes" or "No" for each such month.

Month/Year	Excused From Rent (Yes or No)
October 2020	
November 2020	
December 2020	
January 2021	
February 2021	
March 2021	
April 2021	
May 2021	
June 2021	
November 2021	

(If you answered "Yes" to any of the above, you shall not award damages to Green for those months. If you answered "No" to any of the above, please proceed to question 4).

4. What are Plaintiff Green's damages?

Answer: \$ 634,400

(Proceed to question 5).

**Port of Des Moines' claims**

**Breach of contract**

5. Did Green breach the 2016 Lease Agreement by failing to charge Port of Des Moines for its proportionate share of actual common area maintenance expenses, insurance, and taxes?

Answer Yes or No: NO

(If your answer to this question is yes, proceed to question 6. If your answer to this question is no, proceed to question 7).

6. State the amount of damages sustained by Port of Des Moines with regards to Greens' breach of the 2016 Lease Agreement.

ANSWER: \$ \_\_\_\_\_.

(Proceed to question 7).

**Fraudulent Inducement**

7. Did Green, Eychaner, and/or Eychaner Properties fraudulently induce Port of Des Moines to enter into the 2019 Lease Agreement?

Answer Yes or No: NO

(If your answer to this question is yes, proceed to question 8. If your answer to this question is no, proceed to question 10).

8. Which party or parties are responsible for the fraudulent inducement?

Answer: \_\_\_\_\_.

(Proceed to question 9.)

9. State the amount of damages sustained by Port of Des Moines by the fraudulent inducement.

ANSWER: \$\_\_\_\_\_.

(Proceed to question 10).

**Fraudulent Misrepresentation**

10. Did Green, Eychaner, and/or Eychaner Properties intentionally make a material false misrepresentation to Port of Des Moines upon which Port of Des Moines relied?

Answer Yes or No: NO

(If your answer to this question is yes, proceed to question 11. If your answer to this question is no, proceed to question 13).

11. Which party or parties are responsible for the fraudulent misrepresentation?

Answer: \_\_\_\_\_.

(Proceed to question 12).

12. State the amount of damages sustained by Port of Des Moines with regards to the misrepresentation.

ANSWER: \$\_\_\_\_\_.

(Proceed to question 13.)

**NOTE: Only answer the Special Interrogatories if you award damages on Port of Des Moines' fraudulent inducement and/or fraudulent misrepresentation claims.**

**Special Interrogatories - Punitive Damages.**

**For Each Defendant**

**Green Ltd.**

Question No. 1: Do you find by a preponderance of clear, convincing and satisfactory evidence the conduct of the defendant constituted willful and wanton disregard for the rights or safety of another?

Answer "Yes" or "No"

ANSWER: \_\_\_\_\_.

[If your answer to Question No. 1 is "No" do not answer Question Nos. 2 and 3]

Question No. 2: What amount of punitive damages, if any, do you award?

ANSWER: \_\_\_\_\_.

[If your answer to Question No. 2 is "None" do not answer Question No. 3]

Question No. 3: Was the conduct of the defendant directed specifically at Port of Des Moines?

Answer "Yes" or "No"

ANSWER: \_\_\_\_\_.

**Eychaner Properties, Inc.**

Question No. 1: Do you find by a preponderance of clear, convincing and satisfactory evidence the conduct of the defendant constituted willful and wanton disregard for the rights or safety of another?

Answer "Yes" or "No"

ANSWER: \_\_\_\_\_.

[If your answer to Question No. 1 is "No" do not answer Question Nos. 2 and 3]

Question No. 2: What amount of punitive damages, if any, do you award?

ANSWER: \_\_\_\_\_.

[If your answer to Question No. 2 is "None" do not answer Question No. 3]

Question No. 3: Was the conduct of the defendant directed specifically at Port of Des Moines?

Answer "Yes" or "No"

ANSWER: \_\_\_\_\_.

**Rich Eychaner**

Question No. 1: Do you find by a preponderance of clear, convincing and satisfactory evidence the conduct of the defendant constituted willful and wanton disregard for the rights or safety of another?

Answer "Yes" or "No"

ANSWER: \_\_\_\_\_.

[If your answer to Question No. 1 is "No" do not answer Question Nos. 2 and 3]

Question No. 2: What amount of punitive damages, if any, do you award?

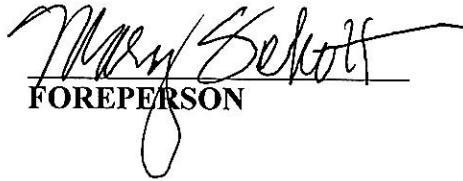
ANSWER: \_\_\_\_\_.

[If your answer to Question No. 2 is "None" do not answer Question No. 3]

Question No. 3: Was the conduct of the defendant directed specifically at Port of Des Moines?

Answer "Yes" or "No"

ANSWER: \_\_\_\_\_.

  
FOREPERSON

\*To be signed only if verdict is unanimous.

\_\_\_\_\_  
Juror\*\*

\_\_\_\_\_  
Juror\*\*

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Juror\*\*

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Juror\*\*

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Juror\*\*

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Juror\*\*

\*To be signed by the jurors agreeing thereto after six hours or more of deliberation.

Dated this 2 day of April 2025 at 3:12 p.m .