

IN THE IOWA DISTRICT COURT IN AND FOR JEFFERSON COUNTY

JEFFERY ANDERSON,

Plaintiff,

vs.

ANDERSON TOOLING, INC.,
DEAN E. ANDERSON, and
CAROL A. ANDERSON,

Defendants.

Case Nos. LALA003886

ANDERSON TOOLING, INC.,

Plaintiff,

vs.

LORI J. ANDERSON and
FABRICATION & CONSTRUCTION
SERVICES, INC.,

Defendants.

**VERDICT FORM NO. 2 WITH
SPECIAL INTERROGATORIES
REGARDING CLAIMS BY
ANDERSON TOOLING, INC.**

We find the verdict on the following questions submitted:

I. Conversion by Jeffery Anderson

Question No. 1: Did Jeffery Anderson exercise wrongful control or dominion over property belonging to Anderson Tooling, Inc. contrary to the right of Anderson Tooling, Inc. to possess the property.

Answer "yes" or "no."

ANSWER: NO

[If your answer is "no," do not answer any further questions in Section I; instead, go to Question No. 4]

Question No. 2: Did Anderson Tooling, Inc. sustain damages as a result of Jeffery Anderson's conversion of property belonging to Anderson Tooling, Inc.

Answer "yes" or "no."

ANSWER: _____

[If your answer is "no," do not answer any further questions in Section I; instead, go to Question No. 4]

Question No. 3: State the amount of damages sustained by Anderson Tooling, Inc. as a result of Jeffery Anderson's conversion of property belonging to Anderson Tooling, Inc.

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(Go to Question No. 4)

II. Conversion by Lori Anderson

Question No. 4: Did Lori Anderson exercise wrongful control or dominion over property belonging to Anderson Tooling, Inc. contrary to the right of Anderson Tooling, Inc. to possess the property.

Answer "yes" or "no."

ANSWER: No

[If your answer is "no," do not answer any further questions in Section II; instead, go to Question No. 7.]

Question No. 5: Did Anderson Tooling, Inc. sustain damages as a result of Lori Anderson's conversion of property belonging to Anderson Tooling, Inc.

Answer "yes" or "no."

ANSWER: _____

[If your answer is "no," do not answer any further questions in Section II; instead, go to Question No. 7.]

Question No. 6: State the amount of damages sustained by Anderson Tooling, Inc. as a result of Lori Anderson's conversion of property belonging to Anderson Tooling, Inc.

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(Go to Question No. 7.)

III. Conversion by Fabrication and Construction Services, Inc. (FabCon)

Question No. 7: Did FabCon exercise wrongful control or dominion over property belonging to Anderson Tooling, Inc. contrary to the right of Anderson Tooling, Inc. to possess the property.

Answer "yes" or "no."

ANSWER: No

[If your answer is "no," do not answer any further questions in Section III; instead, go to Question No. 10.]

Question No. 8: Did Anderson Tooling, Inc. sustain damages as a result of FabCon's conversion of property belonging to Anderson Tooling, Inc.

Answer "yes" or "no."

ANSWER: _____

[If your answer is "no," do not answer any further questions in Section III; instead, go to Question No. 10.]

Question No. 9: State the amount of damages sustained by Anderson Tooling, Inc. as a result of FabCon's conversion of property belonging to Anderson Tooling, Inc.

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(Go to Question No. 10)

IV. Interference with Prospective Business Relationships by Jeffery Anderson

Question No. 10: Did Anderson Tooling, Inc. have prospective business relationships with Dr. Pepper, Whirlpool, Riverbend Plastics, American Ordnance, or others?

Answer "yes" or "no."

ANSWER: Yes

[If your answer is "no," do not answer any further questions in Section IV; instead, go to Question No. 16.]

Question No. 11: Did Jeffery Anderson know of any or all of the prospective relationships.

Answer "yes" or "no."

ANSWER: Yes

[If your answer is "no," do not answer any further questions in Section IV; instead, go to Question No. 16]

Question No. 12: Did Jeffery Anderson intentionally and improperly interfere with any or all of the relationships?

Answer "yes" or "no."

ANSWER: Yes

[If your answer is "no," do not answer any further questions in Section IV; instead, go to Question No. 16]

Question No. 13: Did the interference cause Anderson Tooling, Inc. not to enter into any or all of the relationships?

Answer "yes" or "no."

ANSWER: Yes

[If your answer is "no," do not answer any further questions in Section IV; instead, go to Question No. 16]

Question No. 14: Did the interference cause Anderson Tooling, Inc. to sustain damages.

Answer "yes" or "no."

ANSWER: Yes

[If your answer is "no," do not answer any further questions in Section IV; instead, go to Question No. 16]

Question No. 15: State the amount of damages sustained by Anderson Tooling, Inc. as a result of Jeffery Anderson's intentional interference with its prospective business relationships.

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(Go to Question No. 16)

V. Interference with Prospective Business Relationships by Lori Anderson

Question No. 16: Did Anderson Tooling, Inc. have prospective business relationships with Dr. Pepper, Whirlpool, Riverbend Plastics, American Ordnance, or others?

Answer "yes" or "no."

ANSWER: ~~No~~ Yes

[If your answer is "no," do not answer any further questions in Section V; instead, go to Question No. 22.]

Question No. 17: Did Lori Anderson know of any or all of the prospective relationships.

Answer "yes" or "no."

ANSWER: Yes

[If your answer is "no," do not answer any further questions in Section V; instead, go to Question No. 22.]

Question No. 18: Did Lori Anderson intentionally and improperly interfere with any or all of the relationships?

Answer "yes" or "no."

ANSWER: No

[If your answer is "no," do not answer any further questions in Section V; instead, go to Question No. 22.]

Question No. 19: Did the interference cause Anderson Tooling, Inc. not to enter into any or all of the relationships?

Answer "yes" or "no."

ANSWER: _____

[If your answer is "no," do not answer any further questions in Section V; instead, go to Question No. 22.]

Question No. 20: Did the interference cause Anderson Tooling, Inc. to sustain damages.

Answer "yes" or "no."

ANSWER: _____

[If your answer is "no," do not answer any further questions in Section V; instead, go to Question No. 22.]

Question No. 21: State the amount of damages sustained by Anderson Tooling, Inc. as a result of Lori Anderson's intentional interference with its prospective business relationships.

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(Go to Question No. 22)

VI. Interference with Prospective Business Relationships by FabCon

Question No. 22: Did Anderson Tooling, Inc. have prospective business relationships with Dr. Pepper, Whirlpool, Riverbend Plastics, American Ordnance, or others?

Answer "yes" or "no."

ANSWER: Yes

[If your answer is "no," do not answer any further questions in Section VI; instead, go to

Question No. 28.]

Question No. 23: Did FabCon know of any or all of the prospective relationships.

Answer "yes" or "no."

ANSWER: Yes

[If your answer is "no," do not answer any further questions in Section VI; instead, go to Question No. 28.]

Question No. 24: Did FabCon intentionally and improperly interfere with any or all of the relationships?

Answer "yes" or "no."

ANSWER: Yes

[If your answer is "no," do not answer any further questions in Section VI; instead, go to Question No. 28.]

Question No. 25: Did the interference cause Anderson Tooling, Inc. not to enter into any or all of the relationships?

Answer "yes" or "no."

ANSWER: No

[If your answer is "no," do not answer any further questions in Section VI; instead, go to Question No. 28.]

Question No. 26: Did the interference cause Anderson Tooling, Inc. to sustain damages.

Answer "yes" or "no."

ANSWER: _____

[If your answer is "no," do not answer any further questions in Section VI; instead, go to Question No. 28.]

Question No. 27: State the amount of damages sustained by Anderson Tooling, Inc. as a result of FabCon's intentional interference with its prospective business relationships.

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(Go to Question No. 28)

VII. Breach of fiduciary duty by Jeffery Anderson

Question No. 28: Did Jeffery Anderson breach his fiduciary duty to Anderson Tooling, Inc?

Answer "yes" or "no."

ANSWER: Yes

[If your answer is "no," do not answer any further questions in Section VII; instead, go to Question No. 31]

Question No. 29: Did the breach of the fiduciary duty cause damage to Anderson Tooling, Inc.?

Answer "yes" or "no."

ANSWER: Yes

[If your answer is "no," do not answer any further questions in Section VII; instead, go to Question No. 31]

Question No. 30: State the amount of damages sustained by Anderson Tooling, Inc. as a result of Jeffery Anderson's breach of fiduciary duty.

\$ 436,225.18

(Go to Question No. 31)

VIII. Breach of fiduciary duty by Lori Anderson

Question No. 31: Did Lori Anderson breach her fiduciary duty to Anderson Tooling, Inc?

Answer "yes" or "no."

ANSWER: No

[If your answer is "no," do not answer any further questions in Section VIII; instead, go to Question No. 34]

Question No. 32: Did the breach of the fiduciary duty cause damage to Anderson Tooling, Inc.?

Answer "yes" or "no."

ANSWER: _____

[If your answer is "no," do not answer any further questions in Section VIII; instead, go to Question No. 34]

Question No. 33: State the amount of damages sustained by Anderson Tooling, Inc. as a

result of Lori Anderson's breach of fiduciary duty.

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(Go to Question No. 34)

IX. Misappropriation of Trade Secrets by Jeffery Anderson

Question No. 34: Were any of the following trade secrets of Anderson Tooling, Inc.?

Answer "yes" or "no".

Customer lists ANSWER: Yes

Contact information ANSWER: Yes

Billing rates ANSWER: Yes

[If your answer is "no" to all possible options, do not answer any further questions in Section IX; instead, go to Question No. 38. If you answer "yes" to one or more of the possible options, go to Question No. 35.]

Question No. 35: Did Jeffery Anderson misappropriate any of Anderson Tooling, Inc.'s trade secrets.

Answer "yes" or "no."

ANSWER: Yes

[If your answer is "no," do not answer any further questions in Section IX; instead, go to Question No. 38]

Question No. 36: Was the misappropriation of the trade secrets a cause of damage to Anderson Tooling, Inc.

Answer "yes" or "no."

ANSWER: No

[If your answer is "no," do not answer any further questions in Section IX; instead, go to Question No. 38]

Question No. 37: State the amount of damages sustained by Anderson Tooling, Inc. as a result of the misappropriation of its trade secrets.

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(Go to Question No. 38)

X. Conspiracy

Question No. 38: Did Jeffery Anderson commit any of the wrongs of conversion, interference with a prospective business advantage, breach of fiduciary duty, or misappropriation of trade secrets?

Answer "yes" or "no."

ANSWER: Yes

[If your answer is "no," do not answer any further questions in Section X; instead, go to Question No. 42]

Question No. 39: Did Lori Anderson and Fabrication and Construction Services, Inc. participate in a conspiracy with Jeffery Anderson to appropriate funds and projects belonging to Anderson Tooling, Inc.

Answer "yes" or "no."

ANSWER: Yes

[If your answer is "no," do not answer any further questions in Section X; instead, go to Question No. 42.]

Question No. 40: Was Anderson Tooling, Inc. damaged as a result of the conspiracy?

Answer "yes" or "no."

ANSWER: Yes

[If your answer is "no," do not answer any further questions in Section X; instead, go to Question No. 42.]

Question No. 41: State the amount of damages sustained by Anderson Tooling, Inc. as a result of the conspiracy.

\$ 0 - duplication.

(Go to Question 42.)

XI. Punitive Damage Special Interrogatories

Question No. 42: Do you find by a preponderance of clear, convincing and satisfactory evidence the conduct of Jeffery Anderson, Lori Anderson and Fabrication & Construction Services, Inc. constituted willful and wanton disregard for the rights of Anderson Tooling, Inc., Dean Anderson and Carol Anderson?

Answer "yes" or "no."

ANSWER: Yes

(If your answer to Question No. 42 is "No" do not answer Question Nos. 43 and 44.)

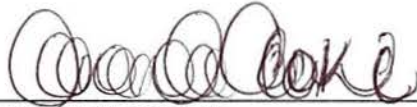
Question No. 43: What amount of punitive damages, if any, do you award?

\$ 0

Question No. 44: Was the conduct of Jeffery Anderson, Lori Anderson and Fabrication & Construction Services, Inc. directed specifically at Anderson Tooling, Inc., Dean Anderson and Carol Anderson?

Answer "yes" or "no."

ANSWER: No


FOREPERSON*

*To be signed only if verdict is unanimous.

Juror**

Juror**

Juror**

Juror**

Juror**

Juror**

Juror**

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