

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. 1 WITH  
SPECIAL INTERROGATORIES  
REGARDING CLAIMS BY JEFFERY  
ANDERSON**

We find the verdict on the following questions submitted:

**I. Violation of Iowa Wage Payment Collection Law by Anderson Tooling, Inc.**

**Question No. 1:** Does Anderson Tooling, Inc. owe Jeffery Anderson for unpaid profit-sharing?

Answer "yes" or "no."

ANSWER: NO

**Question No. 2:** Does Anderson Tooling, Inc. owe Jeffery Anderson for accrued vacation?

Answer "yes" or "no."

ANSWER: NO

[If your answers to Question 1 and Question 2 are "no", do not answer any further

questions in Section I; instead, go to Question No. 5. If you answer "yes" to either or both Question 1 and Question 2, go to Question No. 3 and answer as appropriate.]

**Question No. 3:** State the amount owed to Jeffery Anderson for profit sharing and/or for accrued vacation:

Profit Sharing        \$ \_\_\_\_\_

Accrued Vacation    \$ \_\_\_\_\_

[If your answer is "zero" for both profit sharing and accrued vacation, do not answer question 4; instead, go to Question No. 5. If some amount is entered for either or both profit sharing and accrued vacation, go to Question No. 4.]

**Question No. 4:** Did Anderson Tooling, Inc. intentionally fail to pay any wages (including profit sharing and/or accrued vacation) owed to Jeffery Anderson?

Answer "yes" or "no."

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

(Go to Question No. 5)

## **II. Breach of Employment Contract by Anderson Tooling, Inc.**

**Question No. 5:** Did Jeffery Anderson have a contract of employment with Anderson Tooling, Inc.

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. 8]

**Question No. 6:** Did Anderson Tooling, Inc. discharge Jeffery Anderson in violation of the contract.

Answer "yes" or "no."

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

[If your answer is "no," do not answer any further questions in Section II; instead, go to Question No. 8.]

**Question No. 7:** State the amount of damages sustained by Jeffery Anderson as a result of Anderson Tooling, Inc.'s breach of its employment contract with Jeffery Anderson, not including those awarded for profit sharing in Question No. 3.

\$ \_\_\_\_\_

(Go to Question No. 8)

**III. Tortious Discharge by Anderson Tooling, Inc.**

**Question No. 8:** Was Jeffery Anderson was an employee of Anderson Tooling, Inc.

Answer "yes" or "no."

ANSWER: Yes

[If your answer is "no," do not answer any further questions in Section III; instead, go to Question 13]

**Question No. 9:** Did Anderson Tooling, Inc. discharge Jeffery from employment.

Answer "yes" or "no."

ANSWER: Yes

[If your answer is "no," do not answer any further questions in Section III; instead, go to Question No. 13]

**Question No. 10:** Was Jeffery's act of pursuing unpaid wages pursuant to Iowa law the determining factor in Anderson Tooling Inc.'s decision to discharge Jeffery.

Answer "yes" or "no."

ANSWER: Yes

[If your answer is "no," do not answer any further questions in Section III; instead, go to Question No. 13]

**Question No. 11:** Was the discharge a cause of damage to Jeffery.

Answer "yes" or "no."

ANSWER: Yes

[If your answer is "no," do not answer any further questions in Section III; instead, go to Question No. 13]

**Question No. 12:** State the amount of damage sustained by Jeffery Anderson as a result of his tortuous discharge by Anderson Tooling, Inc., not including those awarded for profit sharing in Question No. 3:

Lost earnings from discharge to present  
Present value of future lost earnings  
Emotional distress from discharge to present  
~~Present value of future emotional distress~~

\$ 52,000 + 37,387.01 = 89,387.01  
\$ 0  
\$ 5,000  
\$ 0

(Go to Question No. 13)

**IV. Intentional Interference with a Contract by Dean Anderson and Carol Anderson.**

**Question No. 13:** Did Jeffery have a contract with Anderson Tooling, Inc.

Answer "yes" or "no."

ANSWER: NO

[If your answer is "no," do not answer any further questions in Section IV; instead, go to Question No. 19]

**Question No. 14:** Did Dean Anderson know of the contract.

Answer "yes" or "no."

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

[If your answer is "yes", go to Question No. 14A. If your answer is "no," go to Question No. 15]

**Question No. 14A:** Did Dean Anderson intentionally and improperly interfere with the contract by discharging Jeffery from Anderson Tooling, Inc.

Answer "yes" or "no."

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

**Question No. 15:** Did Carol Anderson know of the contract.

Answer "yes" or "no."

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

[If your answer is "yes", go to Question No. 15A. If your answer is "no," go to Question No. 16]

**Question No. 15A:** Did Carol Anderson intentionally and improperly interfere with the contract by discharging Jeffery from Anderson Tooling, Inc.



Answer "yes" or "no."

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

**Question No. 16:** Did the interference by either Dean or Carol Anderson cause Anderson Tooling, Inc. not to perform the contract.

Answer "yes" or "no."

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

[If your answer is "no," do not answer any further questions in Section IV; instead, go to Question No. 19]

**Question No. 17:** Did the interference by either Dean or Carol Anderson cause damage to Jeffery Anderson.

Answer "yes" or "no."

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

[If your answer is "no," do not answer any further questions in Section IV; instead, go to Question No. 19]

**Question No. 18:** State the amount of damages sustained by Jeffery Anderson as a result of Dean and/or Carol Anderson's intentional and improper interference with Jeffery Anderson's employment contract with Anderson Tooling, Inc., not including those awarded for profit sharing in Question No. 3.

\$ \_\_\_\_\_

(Go to Question No. 19)

#### **V. Piercing the Corporate Veil**

**Question No. 19:** Are Dean and Carol Anderson shareholders of Anderson Tooling, Inc.

Answer "yes" or "no."

ANSWER: YES (answered by the court based upon admissions made)

[Go to Question No. 20]

**Question No. 20:** Does Anderson Tooling, Inc. owe money to Jeffery Anderson?

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. 23]

**Question No. 21:** Did Dean Anderson abuse the corporate privilege?

Answer "yes" or "no."

ANSWER: No

**Question No. 21A:** Did Carol Anderson abuse the corporate privilege.

Answer "yes" or "no."

ANSWER: No

[If your answer is "no" to both Question No. 21 and No. 21A do not answer any further questions in Section V; instead, go to Question No. 23. If your answer is "yes" to either Question No. 21 and No. 21A, to to Question No. 22.]

**Question No. 22:** Relying on the factors in Jury Instruction No. 29, should the corporate veil of Anderson Tooling, Inc. be disregarded or "pierced".

Answer "yes" or "no."

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

(Go to Question No. 23)

## **VI. Punitive Damage Special Interrogatories**

**Question No. 23:** Do you find by a preponderance of clear, convincing and satisfactory evidence the conduct of Anderson Tooling, Inc., Dean Anderson and Carol Anderson constituted willful and wanton disregard for the rights of Jeffery Anderson?

Answer "yes" or "no."

ANSWER: Yes

(If your answer to Question No. 23 is "No" do not answer Question Nos. 24 and 25.)

**Question No. 24:** What amount of punitive damages, if any, do you award?

\$ 52,000

**Question No. 25:** Was the conduct of Anderson Tooling, Inc., Dean Anderson and Carol Anderson directed specifically at Jeffery Anderson?

Answer "yes" or "no."

ANSWER: Yes

  
\_\_\_\_\_  
FOREPERSON\*

\*To be signed only if verdict is unanimous.

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Juror\*\*

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Juror\*\*

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