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IN THE IOWA DISTRICT COURT FOR IOWA COUNTY

WOLF CREEK ACRES, LLC, and WOLF CREEK PORK, LLC, Plaintiff, v. VMC MANAGEMENT CORP., and INTEGRITY BUILDERS & SUPPLY, INC., Defendants.	CASE NO.: LACV024983 **VERDICT FORM**
VMC MANAGEMENT CORP., Counterclaim Plaintiff, v. WOLF CREEK ACRES, LLC, and WOLF CREEK PORK, LLC, Counterclaim Defendants.	

FILED
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CLERK OF DISTRICT COURT

We, the jury in the above-entitled action, return the following answers to the questions presented to us:

Section A: Plaintiffs' Breach of Contract Claim Against VMC

Question No. 1. Did VMC breach its contract with Plaintiffs as explained in Instruction No. 21?

Answer YES or NO: No

If you answered "Yes" to question No. 1, proceed to question No. 2. If you answered "No" to question No. 1, do not answer any further questions in this Section.

Question No. 2. Was VMC's breach a proximate cause of damage to Plaintiffs?

Answer YES or NO: _____

If you answered "Yes" to question No. 2, proceed to question No. 3. If you answered "No" to question No. 2, do not answer any further questions in this Section.

Question No. 3. Did VMC prove its affirmative defense as explained in Instruction No. 29?

Answer YES or NO: _____

If you answered "No" to question No. 3, you will assign an amount of damages to VMC in Question 9. If you answered "Yes" to question No. 3, you will not assign any amount of damages to VMC.

Section B: Plaintiffs' Breach of Contract Claim Against Integrity Builders

Question No. 4. Was Wolf Creek Pork a Third-Party Beneficiary of the contracts between Wolf Creek Acres and Integrity Builders?

Answer YES or NO: Yes

If you answered "Yes" to question No. 4, proceed to question No. 5. If you answered "No" to question No. 4, do not answer any further questions in this Section.

Question No. 5. Did Integrity Builders breach its contract with the Plaintiffs as explained in Instruction No. 22?

Answer YES or NO: No

If you answered "Yes" to question No. 5, proceed to question No. 6. If you answered "No" to question No. 6, do not answer any further questions in this Section.

Question No 6. Was Integrity Builders' breach a proximate cause of damage to Plaintiffs?

Answer YES or NO: _____

If you answered "Yes" to question No. 6, proceed to question No. 7. If you answered "No" to question No. 6, do not answer any further questions in this Section.

Question No. 7. Did Integrity Builders prove its affirmative defense as explained in instruction number 28?

Answer YES or NO: _____

If you answered "No" to question No. 7, you will assign an amount of damages to Integrity Builders in Question 9. If you answered "Yes" to question No. 7, you will not assign any amount of damages to Integrity Builders.

Section C: Plaintiffs' Damages

Only answer the questions in this Section if you answered "No" to Question 3 and/or Question 7.

Question No. 8. What total amount of money will fairly and adequately compensate Plaintiffs for the damages caused by VMC's and/or Integrity Builders' breach(es) of contract?

Answer: $_____

Question No. 9. Using the answer to No. 8 as the total combined damages, what amount of the damages are attributable to each of the parties?

VMC _____ (Only use if you answered "No" on No. 3.)

Integrity Builders _____ (Only use if you answered "No" on No. 7.)

Total _____(Must match the answer to No. 8.)

Section D: VMC's Breach of Contract Claim Against Plaintiffs

Question No. 10. Did Plaintiffs breach their contract with VMC as explained in Instruction No. 24?

Answer YES or NO: Yes

If you answered "Yes" to question No. 10, proceed to question No. 11. If you answered "No" to question No. 10, do not answer any further questions.

Question No. 11. Did Plaintiffs prove their affirmative defense as explained in instruction number 25?

Answer YES or NO: No

If you answered "No" to question No. 11, proceed to question No. 12. If you answered "Yes" to question No. 11, do not answer any further questions.

Question No 12. What total amount of money will fairly and adequately compensate VMC for the damages proximately caused by Plaintiffs' breach of contract?

$ 120,000.

You have finished deliberating. Please sign the special verdict form and inform the jury attendant that you have finished deliberating.

Courtney Thornton

FOREMAN OR FOREWOMAN*

*To be signed only if verdict is unanimous.

Juror**

Juror**

Juror**

Juror**

Juror**

Juror**

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