

IN THE IOWA DISTRICT COURT IN AND FOR JOHNSON COUNTY

SKOGMAN REALTY CO. d/b/a SKOGMAN
COMMERCIAL REALTY,

Plaintiff,

vs.

SCOTT A. ANDERSEN, DERS, LLC, DERS
INVESTMENTS, LLC, and
DERS DEVELOPMENT, LLC.

Defendants.

Case No. LACV 085248

VERDICT FORM

Answer each question independently of each other question, including with regard to damages. Do not attempt to divide the final award of damages. The Court will determine and award a final determination of damages if any are awarded.

Skogman's Claim of Breach of Contract Against Defendants

1. Has Skogman proved each of the elements of its claim of breach of contract against Ders Investments, LLC?

X Yes ____ No

2. Has Skogman proved each of the elements of its claim of breach of contract against Ders, LLC?

X Yes ____ No

3. Has Skogman proved each of the elements of its claim of breach of contract against Ders Development, LLC?

X Yes ____ No

4. If your answer is yes to Question 1, Question 2 or Question 3, please list the resulting damage Skogman proved for breach of contract against Defendants.

\$ 1,238,629.95

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**Skogman's Claim of Fraudulent Misrepresentation and Nondisclosure Against
Defendant, Scott Andersen**

5. Has Skogman proved each of the elements of its claim for fraudulent misrepresentation or fraudulent nondisclosure against Scott Andersen by a preponderance of clear, convincing and satisfactory evidence?

_____ Yes X No

If your answer is yes, proceed to Question 6. If your answer is no, do not answer any further questions.

6. If you answered Yes to Question 5, state the amount of damages, if any, Skogman proved were caused by the fraudulent conduct.

\$ _____

7. If any amounts awarded under Question 6 include the same damages awarded under Question 4, specify the amount of the damages awarded that were not included in Question 4.

\$ _____

Skogman's Punitive Damage Claim Against Defendant Scott Andersen

8. Do you find by a preponderance of clear, convincing and satisfactory evidence the conduct of Scott Andersen constituted willful and wanton disregard for the rights or safety of another?

_____ Yes X No

If your answer is Yes, proceed to Question 9. If your answer is No, do not answer any further questions.

9. Was the conduct of Scott Andersen directed specifically at Skogman?

_____ Yes X No

If your answer is Yes, proceed to Question 10. If your answer is No, proceed to 10.

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10. What amount of punitive damages, if any, do you award against Scott Andersen?

\$ _____

Signatures:

08/11/2026
Date

[Signature]
Foreperson*

*To be signed only if verdict is unanimous.

[Signature]
Juror

[Signature]
Juror

Frankie O'gilvie
Juror

Carol D. O'Neil
Juror

[Signature]
Juror

[Signature]
Juror

[Signature]
Juror

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