

IN THE IOWA DISTRICT COURT IN AND FOR SCOTT COUNTY

BURRAGE ROOFING, CONSTRUCTION & RESTORATION, LLC, Plaintiff, vs. JONATHAN TODD DAWSON and MITTEN ROOFING AND RESTORATION, LLC, Defendants.	No. LACE137459 VERDICT FORM
JONATHAN TODD DAWSON, Counterclaim-Plaintiff, vs. BURRAGE ROOFING, CONSTRUCTION & RESTORATION, LLC Counterclaim-Defendant.	

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.

PLAINTIFF BURRAGE'S CLAIMS AGAINST DEFENDANTS DAWSON AND MITTEN

1. Has Burrage proved each of the elements of its claim of breach of contract against Dawson?

X Yes _____ No

If your answer is yes, proceed to Question 2. If your answer is no, proceed to Question No. 4.

2. Has Dawson proved his affirmative defense of prior material breach?

_____ Yes X No

If your answer is yes, proceed to Question 4. If your answer is no, proceed to Question No. 3.

3. If your answer is yes to Question 1 and no to Question 2, please list the resulting damage Burrage proved for breach of contract against Dawson.

\$ 50,000

BURRAGE'S CLAIM OF TORTIOUS INTERFERENCE WITH CONTRACT AGAINST DAWSON AND MITTEN

4. Has Burrage proved each of the elements of its claim of tortious interference with contract against Dawson?

X Yes _____ No

If your answer is Yes, please list the resulting damages Burrage proved and proceed to the next question. If your answer is No, proceed to Question 5.

\$ 15,000

5. Has Burrage proved each of the elements of its claim of tortious interference with contract against Mitten?

_____ Yes X No

If your answer is Yes, please list the resulting damages Burrage proved and proceed to the next question. If your answer is No, proceed to Question 6.

\$ _____

**BURRAGE'S CLAIM OF TORTIOUS INTERFERENCE WITH PROSPECTIVE
BUSINESS RELATIONS AGAINST DAWSON AND MITTEN**

6. Has Burrage proved each of the elements of its claim of tortious interference with prospective business relations against Dawson?

☒ Yes ☒ No

If your answer is Yes, please list the resulting damages Burrage proved and proceed to the next question. If your answer is No, proceed to Question 7.

\$ _____

7. Has Burrage proved each of the elements of its claim of tortious interference with prospective business relations against Mitten?

_____ Yes ☒ No

If your answer is Yes, please list the resulting damages Burrage proved and proceed to the next question. If your answer is No, proceed to Question 8.

\$ _____

BURRAGE'S CLAIM OF PUNITIVE DAMAGES AGAINST DAWSON AND MITTEN

8. Only answer this question if you answered Yes to Questions 4 or 6. Has Burrage proved by a preponderance of clear, convincing, and satisfactory evidence that Dawson's conduct constituted willful and wanton disregard for the rights or safety of another, or constituted actual malice?

☒ Yes _____ No

Was the conduct of Defendant Dawson directed specifically at the Plaintiff?

☒ Yes _____ No

If your answer is Yes, what amount of punitive damages, if any, do you award? If your answer is No, proceed to Question 9.

\$ 100,000

9. Only answer this question if you answered Yes to Questions 5 or 7. Has Burrage proved by a preponderance of clear, convincing, and satisfactory evidence that Mitten's conduct constituted willful and wanton disregard for the rights or safety of another, or constituted actual malice?

_____ Yes ☒ No

Was the conduct of Mitten directed specifically at Burrage?

_____ Yes X No

Is Mitten (principal or employer) liable for punitive damages?

_____ Yes X No

If your answer is Yes, what amount of punitive damages, if any, do you award? If your answer is No, proceed to Question 10.

\$ _____

**COUNTERCLAIM PLAINTIFF DAWSON'S CLAIMS AGAINST COUNTERCLAIM
DEFENDANT BURRAGE**

10. Has Dawson proved each of the elements of his Counterclaim for breach of contract against Burrage?

_____ Yes X No

11. Has Burrage proved his affirmative defense of waiver?

_____ Yes X No

12. Has Burrage proved his affirmative defense of conditions precedent?

X Yes _____ No

If your answer to question 10 is "Yes" and your answer to questions 11 and 12 is "No", enter the amount of damages suffered by Dawson due to the breach of contract:

\$ _____

**DEFENDANT DAWSON'S COUNTERCLAIM FOR PAYMENT OF WAGES UNDER
IOWA CODE CHAPTER 91A**

13. Has Dawson proved unpaid wages?

_____ Yes X No

If your answer is Yes, please list the resulting damages Dawson proved and proceed to the next question.

\$ _____

17. Has Dawson proved Burrage intentionally failed to pay those wages when due?

____ Yes X No

Signatures:

James Petersen 6/8/26

Date

Travis Petersen

Foreperson*

*To be signed only if verdict is unanimous.

Sheree Kern 2

Juror

Adam Shipley 5

Juror

Paul A. Seelinger 19

Juror

Marjorie Brillon 6

Juror

Kara Hansen

Juror

Jared Rasmussen

Juror

Tom May 9

Juror