
IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

CREEK ENTERPRISE, INC.,	)	
Plaintiff-Counterclaim Defendant,	)	
	)	CASE NO. LACV152534
vs.	)	
	)	
	)	
WELSH INVESTMENTS, LLC,	)	VERDICT FORM
Defendant-Counterclaim Plaintiff.	)	
	)	
	)	

We find the following verdict on the questions submitted to us:

Question No. 1: Do you find that Creek Enterprise, Inc. ("Creek") proved its claim of breach of contract against Welsh Investments, LLC ("Welsh")?

Answer "Yes" or "No"

ANSWER: Yes

[If your answer to Question No. 1 is "Yes" then proceed to answer Question No. 2]

[If your answer to Question No. 1 is "No" then skip Question No. 2 and proceed to answer Question No. 3]

Question No. 2: What amount of damages do you award to Creek for its claim of breach of contract against Welsh?

ANSWER: \$ 24,000

[Proceed to answer Question No. 2A]

Question No. 2A: Do you find Welsh proved its affirmative defense of renunciation?

Answer "Yes" or "No"

ANSWER: NO

[If your answer to Question 2A is "Yes" then proceed to answer Question No. 2B]

[If your answer to Question 2A is "No" then skip Question 2B and proceed to answer Question No. 3]

Question No. 2B: What amount of damages that you awarded Creek in your answer to Question No. 2 should be eliminated because of Creek's renunciation?

(The amount of damages awarded to Creek will be the amount you awarded in Question No. 2 minus the amount you answer in this Question 2B).

ANSWER: \$

[Proceed to answer Question No. 3]

Question No. 3: Do you find that Creek proved its claim of intentional interference with contract against Welsh?

Answer "Yes" or "No"

ANSWER: Yes

[If your answer to Question No. 3 is "Yes" then proceed to answer Question No. 4]

[If your answer to Question No. 3 is "No" then skip Question No. 4 and proceed to answer Question No. 8]

Question No. 4: What amount of damages do you award to Creek for its claim of intentional interference with contract against Welsh?

ANSWER: \$ 0

[Proceed to answer Question No. 5]

Question No. 5: Do you find by a preponderance of clear, convincing and satisfactory evidence the conduct of Welsh in the intentional interference with contract claim constituted willful and wanton disregard for the rights or safety of another?

Answer "Yes" or "No"

ANSWER: No

[If your answer to Question No. 5 is "Yes" then proceed to answer Question No. 6]

[If your answer to Question No. 5 is "No" then skip Question No. 6 and No. 7 and proceed to answer Question No. 8]

Question No. 6: State whether you find that Welsh's conduct in the intentional interference with contract claim was directed specifically at Creek.

Answer "Yes" or "No"

Answer: —

[Proceed to answer Question No. 7]

Question No. 7: What amount of punitive damages, if any, do you award against Welsh in the intentional interference with contract claim?

ANSWER: \$ —

[Proceed to answer Question No. 8]

Question No. 8: Do you find that Creek proved its claim of conversion against Welsh?

Answer "Yes" or "No"

ANSWER: Yes

[If your answer to Question No. 8 is "Yes" then proceed to answer Question No. 9]

[If your answer to Question No. 8 is "No" then skip Question No. 9 and proceed to answer Question No. 13]

Question No. 9: What amount of damages do you award to Creek for its claim conversion against Welsh?

ANSWER: \$ 38,925.³⁵

[Proceed to answer Question No. 10]

Question No. 10: Do you find by a preponderance of clear, convincing and satisfactory evidence the conduct of Welsh in the conversion claim constituted willful and wanton disregard for the rights or safety of another?

Answer "Yes" or "No"

ANSWER: Yes

[If your answer to Question No. 10 is "Yes" then proceed to answer Question No. 11]

[If your answer to Question No. 10 is "No" then skip Question No. 11 and No. 12 and proceed to answer Question No. 13]

Question No. 11: State whether you find that Welsh's conduct in the conversion claim was directed specifically at Creek.

Answer "Yes" or "No"

Answer: Yes

[Proceed to answer Question No. 12]

Question No. 12: What amount of punitive damages, if any, do you award against Welsh in the conversion claim?

ANSWER: \$ 12,074.75

[Proceed to answer Question No. 13]

Question No. 13: Do you find that Creek proved its claim of trespass against Welsh?

Answer "Yes" or "No"

ANSWER: NO

[If your answer to Question No. 13 is "Yes" then proceed to answer Question No. 14]

[If your answer to Question No. 13 is "No" then skip Question No. 14 and proceed to answer Question No. 18]

Question No. 14: What amount of damages do you award to Creek for its claim trespass against Welsh?

ANSWER: \$ —

[Proceed to answer Question No. 15]

Question No. 15: Do you find by a preponderance of clear, convincing and satisfactory evidence the conduct of Welsh in the trespass claim constituted willful and wanton disregard for the rights or safety of another?

Answer "Yes" or "No"

ANSWER: No

[If your answer to Question No. 15 is "Yes" then proceed to answer Question No. 16]

[If your answer to Question No. 15 is "No" then skip Question No. 16 and No. 17 and proceed to answer Question No. 18]

Question No. 16: State whether you find that Welsh's conduct in the trespass claim was directed specifically at Creek.

Answer "Yes" or "No"

Answer: —

[Proceed to answer Question No. 17]

Question No. 17: What amount of punitive damages, if any, do you award against Welsh in the trespass claim?

ANSWER: \$ —

[Proceed to answer Question No. 18]

Question No. 18: Do you find that Creek proved its claim of ongoing criminal conduct against Welsh?

Answer "Yes" or "No"

ANSWER: Yes

[If your answer to Question No. 18 is "Yes" then proceed to answer Question No. 19]

[If your answer to Question No. 18 is "No" then skip Question No. 19 and proceed to answer Question No. 20]

Question No. 19: What amount of damages do you award to Creek for its claim ongoing criminal conduct against Welsh?

ANSWER: \$ —

[Proceed to answer Question No. 20]

Question No. 20: Do you find that Welsh proved its claim of breach of contract against Creek?

Answer "Yes" or "No"

ANSWER: NO

[If your answer to Question No. 20 is "Yes" then proceed to answer Question No. 21]

[If your answer to Question No. 20 is "No" then skip Question No. 21 and proceed to sign the verdict forms]

Question No. 21: What amount of damages do you award to Welsh for its claim of breach of contract against Creek?

ANSWER: \$ —

[Proceed to answer Question No. 22]

Question No. 22: Do you find that Creek proved its affirmative defense that Welsh failed to mitigate its damages?

Answer "Yes" or "No"

ANSWER: No

[If your answer to Question No. 22 is "Yes" then proceed to answer Question No. 23]

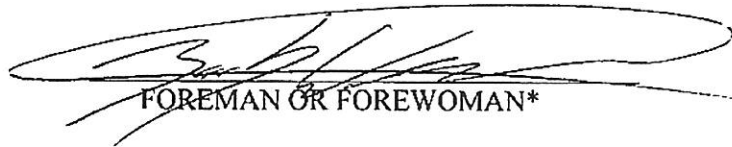
[If your answer to Question No. 22 is "No" then skip Question No. 23 and proceed to sign the verdict forms]

Question No. 23: What amount of damages that you awarded to Welsh in your answer to Question No. 21 should be eliminated because of Welsh's failure to mitigate its damages?

(The amount of damages awarded to Welsh will be the amount you awarded in Question No. 21 minus the amount you answer in this Question No. 23)

ANSWER: \$ —

[Proceed to sign the verdict form]


FOREMAN OR FOREWOMAN*

*To be signed only if verdict is unanimous.

Juror**

Juror**

Juror**

Juror**

Juror**

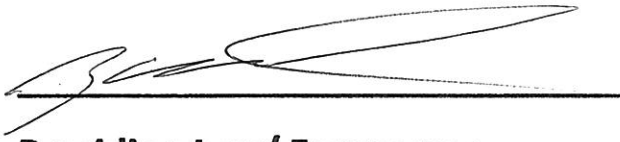
Juror**

Juror**

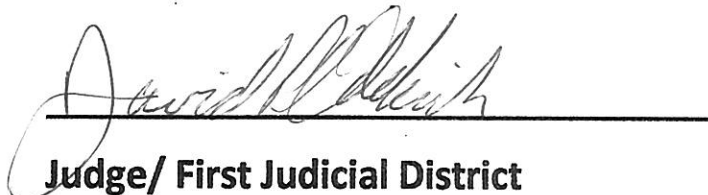
**To be signed by the jurors agreeing to it after six hours or more of deliberation.

CASE NO. LACV152534**JURY QUESTIONS TO THE COURT**DATE: 5/7TIME: 1:08 pm

As we assess damage; do we write the same amount
for each section? (Breach, interference, conversion and criminal)
Will this result in adding all 4 together, or will this just be
the actual amount

**Presiding Jury/ Foreperson****COURT'S RESPONSE:**DATE: 5-7-26TIME: 2:03 p.m.

The jury should award damages for each claim
in isolation and the Court will address any
duplicate damages by separate order.


Judge/ First Judicial District

IRS Circular 230 Disclosure: Although this written communication may address certain tax issues, it is not intended to constitute a reliance opinion as described in IRS Circular 230 and, therefore, it cannot be relied upon by itself to avoid any tax penalties.

From: David Odekirk [JB] <David.Odekirk@iowacourts.gov>

Sent: Thursday, May 7, 2026 1:57 PM

To: Reasoner, William <wreasoner@dickinsonbradshaw.com>; Patrick Galles <pgalles@cedarvalleylaw.com>; Insstanley@cedarvalleylaw.com

Cc: Michele Gustafson [JB] <Michele.Gustafson@iowacourts.gov>

Subject: Re: [EXTERNAL]RE: Creek Enterprises, Inc. vs. Welsh, LLC, LACV152534

[External Email]

This email originated outside of the Dickinson Bradshaw Law Firm. Please DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

Counsel,

Pursuant to our discussion of the juror's question the following is the response I understand you are in agreement with the Court sending back to the jury:

"The jury should award damages for each claim in isolation and the Court will address any duplicate damages by separate order."

Thank you,

Judge Odekirk

From: Reasoner, William <wreasoner@dickinsonbradshaw.com>

Sent: Thursday, May 7, 2026 1:43 PM

To: David Odekirk [JB] <David.Odekirk@iowacourts.gov>; Patrick Galles <pgalles@cedarvalleylaw.com>; Insstanley@cedarvalleylaw.com <Insstanley@cedarvalleylaw.com>

Cc: Michele Gustafson [JB] <Michele.Gustafson@iowacourts.gov>

Subject: [EXTERNAL]RE: Creek Enterprises, Inc. vs. Welsh, LLC, LACV152534

Received - I am in my office. Direct line is (515) 246-4515

Will Reasoner



Dickinson, Bradshaw, Fowler & Hagen, P.C.

801 Grand Avenue, Suite 3700

Des Moines, Iowa 50309

Direct: (515) 246-4515

Main: (515) 243-4191

wreasoner@dickinsonbradshaw.com

www.dickinsonbradshaw.com

Cc: Michele Gustafson [JB] <Michele.Gustafson@iowacourts.gov>

CLERK OF DISTRICT COURT

Page 9 of 16

Subject: [EXTERNAL]RE: [EXTERNAL]RE: Creek Enterprises, Inc. vs. Welsh, LLC, LACV152534

Yes.

Lindsay N. S. Stanley
Attorney at Law
Correll, Sheerer, Benson, Engels, Galles & Demro PLC
411 Main Street
Cedar Falls, Iowa 50613
(319)277-4102

From: Reasoner, William <wreasoner@dickinsonbradshaw.com>

Sent: Thursday, May 7, 2026 1:59:12 PM

To: David Odekirk [JB] <David.Odekirk@iowacourts.gov>; Pat Galles <pgalles@cedarvalleylaw.com>; Lindsay N S Stanley <lnsstanley@cedarvalleylaw.com>

Cc: Michele Gustafson [JB] <Michele.Gustafson@iowacourts.gov>

Subject: RE: [EXTERNAL]RE: Creek Enterprises, Inc. vs. Welsh, LLC, LACV152534

Confirmed that I agree to that jury response.

Will Reasoner



Dickinson, Bradshaw, Fowler & Hagen, P.C.
801 Grand Avenue, Suite 3700
Des Moines, Iowa 50309
Direct: (515) 246-4515
Main: (515) 243-4191
wreasoner@dickinsonbradshaw.com
www.dickinsonbradshaw.com

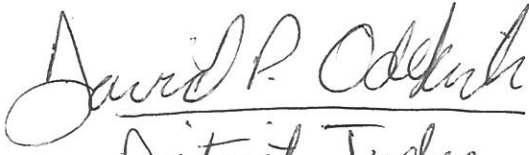


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The Court instructs the jury to reread the instructions, including, but not limited to, Instruction Numbers 16 and 29.

Concerning Question No. 3 on the Verdict Form, if the jury's answer is "Yes," you must award damages in some amount under Question No. 4. If you find there was no damage your answer to Question No. 3 should be "No."

Concerning Question No. 18 on the Verdict Form, if the jury's answer is "Yes," you must award damages in some amount under Question No. 19. If you find there was no damage your answer to Question No. 18 should be "No."


District Judge

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

CREEK ENTERPRISE, INC.,
Plaintiff-Counterclaim Defendant,

vs.

WELSH INVESTMENTS, LLC,
Defendant-Counterclaim Plaintiff.

CASE NO. LACV152534

VERDICT FORM

We find the following verdict on the questions submitted to us:

Question No. 1: Do you find that Creek Enterprise, Inc. ("Creek") proved its claim of breach of contract against Welsh Investments, LLC ("Welsh")?

Answer "Yes" or "No"

ANSWER: Yes

[If your answer to Question No. 1 is "Yes" then proceed to answer Question No. 2]

[If your answer to Question No. 1 is "No" then skip Question No. 2 and proceed to answer Question No. 3]

Question No. 2: What amount of damages do you award to Creek for its claim of breach of contract against Welsh?

ANSWER: \$ 24,000

[Proceed to answer Question No. 2A]

Question No. 2A: Do you find Welsh proved its affirmative defense of renunciation?

Answer "Yes" or "No"

ANSWER: NO

[If your answer to Question 2A is "Yes" then proceed to answer Question No. 2B]

[If your answer to Question 2A is "No" then skip Question 2B and proceed to answer Question No. 3]

Question No. 2B: What amount of damages that you awarded Creek in your answer to Question No. 2 should be eliminated because of Creek's renunciation?

(The amount of damages awarded to Creek will be the amount you awarded in Question No. 2 minus the amount you answer in this Question 2B).

ANSWER: \$

[Proceed to answer Question No. 3]

Question No. 3: Do you find that Creek proved its claim of intentional interference with contract against Welsh?

Answer "Yes" or "No"

ANSWER: Yes No

[If your answer to Question No. 3 is "Yes" then proceed to answer Question No. 4]

[If your answer to Question No. 3 is "No" then skip Question No. 4 and proceed to answer Question No. 8]

Question No. 4: What amount of damages do you award to Creek for its claim of intentional interference with contract against Welsh?

ANSWER: \$ 0

[Proceed to answer Question No. 5]

Question No. 5: Do you find by a preponderance of clear, convincing and satisfactory evidence the conduct of Welsh in the intentional interference with contract claim constituted willful and wanton disregard for the rights or safety of another?

Answer "Yes" or "No"

ANSWER: No

[If your answer to Question No. 5 is "Yes" then proceed to answer Question No. 6]

[If your answer to Question No. 5 is "No" then skip Question No. 6 and No. 7 and proceed to answer Question No. 8]

A handwritten signature in black ink, appearing to be "J. M. [unclear]", written over a horizontal line.

Question No. 6: State whether you find that Welsh's conduct in the intentional interference with contract claim was directed specifically at Creek.

Answer "Yes" or "No"

Answer: —

[Proceed to answer Question No. 7]

Question No. 7: What amount of punitive damages, if any, do you award against Welsh in the intentional interference with contract claim?

ANSWER: \$ —

[Proceed to answer Question No. 8]

Question No. 8: Do you find that Creek proved its claim of conversion against Welsh?

Answer "Yes" or "No"

ANSWER: Yes

[If your answer to Question No. 8 is "Yes" then proceed to answer Question No. 9]

[If your answer to Question No. 8 is "No" then skip Question No. 9 and proceed to answer Question No. 13]

Question No. 9: What amount of damages do you award to Creek for its claim conversion against Welsh?

ANSWER: \$ 38,925.³⁵

[Proceed to answer Question No. 10]

Question No. 10: Do you find by a preponderance of clear, convincing and satisfactory evidence the conduct of Welsh in the conversion claim constituted willful and wanton disregard for the rights or safety of another?

Answer "Yes" or "No"

ANSWER: Yes

[If your answer to Question No. 10 is "Yes" then proceed to answer Question No. 11]

[If your answer to Question No. 10 is "No" then skip Question No. 11 and No. 12 and proceed to answer Question No. 13]

Question No. 11: State whether you find that Welsh's conduct in the conversion claim was directed specifically at Creek.

Answer "Yes" or "No"

Answer: Yes

[Proceed to answer Question No. 12]

Question No. 12: What amount of punitive damages, if any, do you award against Welsh in the conversion claim?

ANSWER: \$ 12,074.75

[Proceed to answer Question No. 13]

Question No. 13: Do you find that Creek proved its claim of trespass against Welsh?

Answer "Yes" or "No"

ANSWER: No

[If your answer to Question No. 13 is "Yes" then proceed to answer Question No. 14]

[If your answer to Question No. 13 is "No" then skip Question No. 14 and proceed to answer Question No. 18]

Question No. 14: What amount of damages do you award to Creek for its claim trespass against Welsh?

ANSWER: \$ —

[Proceed to answer Question No. 15]

Question No. 15: Do you find by a preponderance of clear, convincing and satisfactory evidence the conduct of Welsh in the trespass claim constituted willful and wanton disregard for the rights or safety of another?

Answer "Yes" or "No"

ANSWER: No

[If your answer to Question No. 15 is "Yes" then proceed to answer Question No. 16]

[If your answer to Question No. 15 is "No" then skip Question No. 16 and No. 17 and proceed to answer Question No. 18]

Question No. 16: State whether you find that Welsh's conduct in the trespass claim was directed specifically at Creek.

Answer "Yes" or "No"

Answer: —

[Proceed to answer Question No. 17]

Question No. 17: What amount of punitive damages, if any, do you award against Welsh in the trespass claim?

ANSWER: \$ —

[Proceed to answer Question No. 18]

Question No. 18: Do you find that Creek proved its claim of ongoing criminal conduct against Welsh?

Answer "Yes" or "No"

ANSWER: Yes

[If your answer to Question No. 18 is "Yes" then proceed to answer Question No. 19]

[If your answer to Question No. 18 is "No" then skip Question No. 19 and proceed to answer Question No. 20]

Question No. 19: What amount of damages do you award to Creek for its claim ongoing criminal conduct against Welsh?

ANSWER: \$ ~~15~~ 38,925.25 *300*

[Proceed to answer Question No. 20]

Question No. 20: Do you find that Welsh proved its claim of breach of contract against Creek?

Answer "Yes" or "No"

ANSWER: NO

[If your answer to Question No. 20 is "Yes" then proceed to answer Question No. 21]

[If your answer to Question No. 20 is "No" then skip Question No. 21 and proceed to sign the verdict forms]

A large, stylized handwritten signature in black ink, likely belonging to a judge or official, is written at the bottom of the page.

Question No. 21: What amount of damages do you award to Welsh for its claim of breach of contract against Creek?

ANSWER: \$ —

[Proceed to answer Question No. 22]

Question No. 22: Do you find that Creek proved its affirmative defense that Welsh failed to mitigate its damages?

Answer "Yes" or "No"

ANSWER: No

[If your answer to Question No. 22 is "Yes" then proceed to answer Question No. 23]

[If your answer to Question No. 22 is "No" then skip Question No. 23 and proceed to sign the verdict forms]

Question No. 23: What amount of damages that you awarded to Welsh in your answer to Question No. 21 should be eliminated because of Welsh's failure to mitigate its damages?

(The amount of damages awarded to Welsh will be the amount you awarded in Question No. 21 minus the amount you answer in this Question No. 23)

ANSWER: \$ —

[Proceed to sign the verdict form]


FOREMAN OR FOREWOMAN*

*To be signed only if verdict is unanimous.

Rev. 3/07pm

Juror**

Juror**

Juror**

Juror**

Juror**

Juror**

Juror**

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