

IN THE IOWA DISTRICT COURT FOR WOODBURY COUNTY

PIERCE STREET SAME DAY SURGERY,  
L.C.,

Plaintiff,

vs.

ADAM SMITH; WILLIAM O. SAMUELSON;  
KEVIN LIUDAHL; JOSEPH A. MORRIS; LEE  
M. HILKA; TRI-STATE SPECIALISTS, LLP,  
RIVERVIEW ASC REALTY, LLC; AND  
RIVERVIEW SURGICAL CENTER, LLC,

Defendants.

KEVIN LIUDAHL; WILLIAM O.  
SAMUELSON; ADAM SMITH; JOSEPH A.  
MORRIS; TERRY MONK;

Counterclaimants,

vs.

PIERCE STREET SAME DAY SURGERY,  
L.C.,

Counterclaim Defendant.

19 OCT 31 A8:42

CASE NO.: LACV178878

CLERK OF DISTRICT COURT

BY \_\_\_\_\_

VERDICT

ORIGINAL

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

**VERDICT FORM PART I - PIERCE STREET'S CLAIMS**

**William O. Samuelson**

- Do you find by a preponderance of the evidence that William O. Samuelson breached the Pierce Street Operating Agreement?

Yes

X

No

\_\_\_\_\_

2. Do you find by a preponderance of the evidence that William O. Samuelson breached the implied covenant of good faith and fair dealing with respect to the Pierce Street Operating Agreement?

Yes \_\_\_\_\_ No X

3. Do you find by a preponderance of the evidence that William O. Samuelson violated his duty of loyalty to Pierce Street?

Yes \_\_\_\_\_ No X

4. Do you find by a preponderance of the evidence that William O. Samuelson intentionally interfered with the employment agreement between Lee M. Hilka and Pierce Street?

Yes \_\_\_\_\_ No X

If you answered "no" to all of the above Questions 1 through 4, do not answer Question 5 and go on to Question 6. If you answered "yes" to one or more of Question 1, Question 2, Question 3 or Question 4, answer Question 5.

5. What amount of money will fairly and adequately compensate Pierce Street for the damages caused by William O. Samuelson's conduct?

Amount: \$250,000

**Kevin Liudahl**

6. Do you find by a preponderance of the evidence that Kevin Liudahl breached the Pierce Street Operating Agreement?

Yes \_\_\_\_\_ No X

7. Do you find by a preponderance of the evidence that Kevin Liudahl breached the implied covenant of good faith and fair dealing with respect to the Pierce Street Operating Agreement?

Yes \_\_\_\_\_ No X

8. Do you find by a preponderance of the evidence that Kevin Liudahl intentionally interfered with the employment agreement between Lee M. Hilka and Pierce Street?

Yes \_\_\_\_\_ No X

If you answered "no" to all of the above Questions 6 through 8, do not answer Question 9 and go on to Question 10. If you answered "yes" to one or more of Question 6, Question 7 or Question 8, answer Question 9.

9. What amount of money will fairly and adequately compensate Pierce Street for the damages caused by Kevin Liudahl's conduct?

Amount: Ø

**Adam Smith**

10. Do you find by a preponderance of the evidence that Adam Smith breached the Pierce Street Operating Agreement?

Yes \_\_\_\_\_ No X

11. Do you find by a preponderance of the evidence that Adam Smith breached the implied covenant of good faith and fair dealing with respect to the Pierce Street Operating Agreement?

Yes X \_\_\_\_\_ No \_\_\_\_\_

12. Do you find by a preponderance of the evidence that Adam Smith violated his duty of loyalty to Pierce Street?

Yes X \_\_\_\_\_ No \_\_\_\_\_

13. Do you find by a preponderance of the evidence that Adam Smith intentionally interfered with the employment agreement between Lee M. Hilka and Pierce Street?

Yes \_\_\_\_\_ No X

If you answered "no" to all of the above Questions 10 through 13, do not answer Question 14 and go on to Question 15. If you answered "Yes" to one or more of Question 10, Question 11, Question 12 or Question 13, answer Question 14.

14. What amount of money will fairly and adequately compensate Pierce Street for the damages caused by Adam Smith's conduct?

Amount: \$ 250,000

**Joseph A. Morris**

15. Do you find by a preponderance of the evidence that Joseph A. Morris breached the Pierce Street Operating Agreement?

Yes \_\_\_\_\_ No X

16. Do you find by a preponderance of the evidence that Joseph A. Morris breached the implied covenant of good faith and fair dealing with respect to the Pierce Street Operating Agreement?

Yes \_\_\_\_\_ No X

17. Do you find by a preponderance of the evidence that Joseph A. Morris intentionally interfered with the employment agreement between Lee M. Hilka and Pierce Street?

Yes \_\_\_\_\_ No X

If you answered "no" to all of the above Questions 15 through 17, do not answer Question 18 and go on to Question 19. If you answered "yes" to one or more of Question 15, Question 16 or Question 17, answer Question 18.

18. What amount of money will fairly and adequately compensate Pierce Street for the damages caused by Joseph A. Morris's conduct?

Amount: ~~0~~

**Lee M. Hilka**

19. Do you find by a preponderance of the evidence that Lee M. Hilka breached his employment agreement with Pierce Street?

Yes \_\_\_\_\_ No X

20. Do you find by a preponderance of the evidence that Lee M. Hilka breached a duty of loyalty to Pierce Street?

Yes \_\_\_\_\_ No X

21. Do you find by a preponderance of the evidence that Lee M. Hilka intentionally interfered with the Pierce Street Operating Agreement?

Yes X No \_\_\_\_\_

If you answered "no" to all of the above Questions 19 through 21, do not answer Question 22 and go on to Question 23. If you answered "yes" to one or more of Question 19, Question 20 or Question 21, answer Question 22.

22. What amount of money will fairly and adequately compensate Pierce Street for the damages caused by Lee M. Hilka's conduct?

Amount: \$ 250,000

**Tri-State Specialists, LLP**

23. Do you find by a preponderance of the evidence that Tri-State Specialists, LLP, intentionally interfered with the Pierce Street Operating Agreement?

Yes X No \_\_\_\_\_

If you answered "no" to Question 23, do not answer Question 24 and go on to Question 25. If you answered "yes" to Question 23, answer Question 24.

24. What amount of money will fairly and adequately compensate Pierce Street for the damages caused by Tri-State Specialists, LLP's conduct?

Amount: \$ 750,000

**Riverview ASC Realty, LLC**

25. Do you find by a preponderance of the evidence that Riverview ASC Realty, LLC, intentionally interfered with the Pierce Street Operating Agreement?

Yes \_\_\_\_\_ No X

If you answered "no" to Question 25, do not answer Question 26 and go on to Question 27. If you answered "yes" to Question 25, answer Question 26.

26. What amount of money will fairly and adequately compensate Pierce Street for the damages caused by Riverview ASC Realty, LLC's conduct?

Amount: 0

**Riverview Surgical Center, LLC**

27. Do you find by a preponderance of the evidence that Riverview Surgical Center, LLC intentionally interfered with the Pierce Street Operating Agreement?

Yes \_\_\_\_\_ No X

If you answered "no" to Question 27, do not answer Question 28 and go on to Question 29. If you answered "yes" to Question 27, answer Question 28.

28. What amount of money will fairly and adequately compensate Pierce Street for the damages caused by Riverview Surgical Center, LLC's conduct?

Amount: 0

**Civil Conspiracy**

29. If your answer to questions 21, 23, 25, or 27 was "yes," answer this question regarding the defendant(s) for whom you answered "yes." If you answered "no," to questions 21, 23, 25, or 27, please move to the next question.

Do you find by a preponderance of the evidence that any of the following defendants participated in a conspiracy to intentionally interfere with the Pierce Street Operating Agreement?

a. Tri-State Specialists, LLP	Yes <u>X</u>	No _____
b. Riverview ASC Realty, LLC	Yes _____	No <u>X</u>
c. Riverview Surgical Center, LLC	Yes _____	No <u>X</u>
d. Lee M. Hilka	Yes <u>X</u>	No _____

30. If your answer to questions 4, 8, 13, or 17 was "yes," answer this question regarding the defendant(s) for whom you answered "yes." If you answered "no," to questions 4, 8, 13, or 17, please move to the next question.

Do you find by a preponderance of the evidence that any of the following defendants participated in a conspiracy to intentionally interfere in Lee M. Hilka's employment agreement with Pierce Street?

a. Adam Smith	Yes _____	No <u>X</u>
b. William O. Samuelson	Yes _____	No <u>X</u>
c. Joseph A. Morris	Yes _____	No <u>X</u>
d. Kevin Liudahl	Yes _____	No <u>X</u>

31. If your answer to question 3, 12, or 20 was "yes," answer this question regarding the defendant(s) for whom you answered "yes." If you answered "no" to questions 3, 12, and 20, please move to the next question.

Do you find by a preponderance of the evidence that any of the following defendants participated in a conspiracy to breach a duty of loyalty to Pierce Street?

a. Adam Smith	Yes <u>X</u>	No _____
b. William O. Samuelson	Yes _____	No <u>X</u>
c. Lee M. Hilka	Yes _____	No <u>X</u>

### **Punitive Damages**

32. Only answer Question No. 32 with respect to each defendant for whom you answered "Yes" to Questions 3, 4, 8, 12, 13, 17, 20, 21, 23, 25, or 27. If you answered "no" to all of those questions, you are finished completing Verdict Form I and should complete Verdict Form II.

With respect to each defendant, do you find by a preponderance of clear, convincing, and satisfactory evidence that their conduct constituted willful and wanton disregard for the rights of Pierce Street and was directed at Pierce Street?

a. Kevin Liudahl	Yes _____	No <u>X</u>
b. William O. Samuelson	Yes _____	No <u>X</u>
c. Adam Smith	Yes <u>X</u>	No _____
d. Joseph A. Morris	Yes _____	No <u>X</u>
e. Lee M. Hilka	Yes <u>X</u>	No _____
f. Tri-State Specialists, LLP	Yes <u>X</u>	No _____

g. Riverview ASC Realty, LLC

Yes \_\_\_\_\_

No ✓

h. Riverview Surgical Center, LLC

Yes \_\_\_\_\_

No ✓

33. Only answer Question 33 with respect to each Defendant for whom you answered "yes" to Question 32. If you answered "no" to all subparts of Question 32, you are finished completing Verdict Form I and should complete Verdict Form II.

What amount of punitive damages do you award Pierce Street against each of the defendants for whom your answer to Question 32 was "yes"?

a. Kevin Liudahl

Amount Ø

b. William O. Samuelson

Amount Ø

c. Adam Smith

Amount Ø<sup>12</sup>12,500.00

d. Joseph A. Morris

Amount Ø

e. Lee M. Hilka

Amount Ø<sup>8</sup>12,500.00

f. Tri-State Specialists, LLP

Amount Ø\$75,000

g. Riverview ASC Realty, LLC

Amount Ø

h. Riverview Surgical Center, LLC

Amount Ø



**VERDICT FORM PART II - COUNTERCLAIMS AGAINST PIERCE STREET**

1. Do you find by a preponderance of the evidence that Pierce Street breached its Operating Agreement with respect to the following counterclaimants?

a. Kevin Liudahl	Yes <u>X</u>	No <u>          </u>
b. William O. Samuelson	Yes <u>X</u>	No <u>          </u>
c. Adam Smith	Yes <u>X</u>	No <u>          </u>
d. Joseph A. Morris	Yes <u>X</u>	No <u>          </u>
e. Terry Monk	Yes <u>X</u>	No <u>          </u>

If you answered "no" to Question 1, do not answer Question 2 and sign the signature page. If you answered "yes" to any subpart of Question 1, answer Question 2 regarding that individual only.

2. What amount of money will fairly and adequately compensate any counterclaimant for whom your answer to Question 1 was "yes" for the damages caused by Pierce Street's conduct?

a. Kevin Liudahl	Amount <u>\$ 78,500</u>
b. William O. Samuelson	Amount <u>\$ 78,000</u>
c. Adam Smith	Amount <u>\$ 36,900</u>
d. Joseph A. Morris	Amount <u>\$ 10,400</u>
e. Terry Monk	Amount <u>\$ 28,500</u>

You have completed this verdict form. Please execute the signature page.

SIGNED:

  
\_\_\_\_\_  
FOREMAN OR FOREWOMAN\*

\*To be signed only if verdict is unanimous

\_\_\_\_\_  
Juror\*\*

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Juror\*\*

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Juror\*\*

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