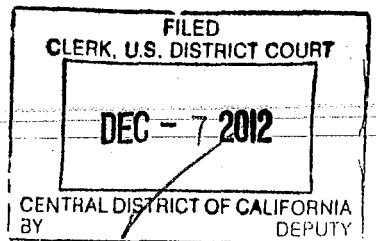


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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR INDYMAC BANK, F.S.B.

Plaintiff,

v.

SCOTT VAN DELLEN, *et al.*,

Defendants.

Case No.: 10-CV-04915 DSF (CWx)

VERDICT FORM

REDACTED FOR PUBLIC VIEW

1 **LOAN NO. 1: FIESTA DEVELOPMENT, INC / ADP LOAN (Count 3)**

2 For the **Fiesta Development, Inc. / ADP Loan:**

3 (a) Do you find by a preponderance of the evidence that any of the
4 following Defendants were negligent in their conduct with regard to the Fiesta
5 Development, Inc. / ADP Loan?

6 Defendant	Answer: "Yes" or "No"
7 Mr. Van Dellen	<u>YES</u>
8 Mr. Shellem	<u>YES</u>
9 Mr. Koon	<u>YES</u>

10
11 (b) Do you find by a preponderance of the evidence that any of the
12 following Defendants breached their fiduciary duty of care to IndyMac Bank, F.S.B.
13 ("Bank") in their conduct with regard to the Fiesta Development, Inc. / ADP Loan?

14 Defendant	Answer: "Yes" or "No"
15 Mr. Van Dellen	<u>YES</u>
16 Mr. Shellem	<u>YES</u>
17 Mr. Koon	<u>YES</u>

18
19 If you answered "Yes" in either Question (a) or (b) as to any of the above
20 Defendants, please answer the next question. If you answered "No" in both Questions (a)
21 and (b) as to each of the above Defendants, please proceed to your verdict on the next
22 loan.

23 (c) What are the damages you award the Plaintiff for the conduct of
24 Defendant(s) with regard to the Fiesta Development, Inc. / ADP Loan?

25 \$ 21,951,203

26 Please proceed to your verdict on the next loan.
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1 **LOAN NO. 2: CORINTHIAN HOMES ANATOLIA LOAN (Count 10)**

2 For the **Corinthian Homes Anatolia Loan**:

3 (a) Do you find by a preponderance of the evidence that any of the
4 following Defendants were negligent in their conduct with regard to the Corinthian
5 Homes Anatolia Loan?

Defendant	Answer: "Yes" or "No"
6 Mr. Van Dellen	7 <u>YES</u>
8 Mr. Shellem	9 <u>YES</u>
9 Mr. Koon	10 <u>YES</u>

11 (b) Do you find by a preponderance of the evidence that any of the
12 following Defendants breached their fiduciary duty of care to the Bank in their conduct
13 with regard to the Corinthian Homes Anatolia Loan?

Defendant	Answer: "Yes" or "No"
14 Mr. Van Dellen	15 <u>YES</u>
16 Mr. Shellem	17 <u>YES</u>
17 Mr. Koon	18 <u>YES</u>

19 If you answered "Yes" in either Question (a) or (b) as to any of the above
20 Defendants, please answer the next question. If you answered "No" in both Questions (a)
21 and (b) as to each of the above Defendants, please proceed to your verdict on the next
22 loan.

23 (c) What are the damages you award the Plaintiff for the conduct of
24 Defendant(s) with regard to the Corinthian Homes Anatolia Loan?

25 \$ 5,818,262

26 Please proceed to your verdict on the next loan.

1 **LOAN NO. 3: CORINTHIAN HOMES VALLEY RANCH ACQUISITION AND**
2 **DEVELOPMENT LOAN (Count 11)**

3 For the **Corinthian Homes Valley Ranch Acquisition and Development**

4 **Loan:**

5 (a) Do you find by a preponderance of the evidence that any of the
6 following Defendants were negligent in their conduct with regard to the Corinthian
7 Homes Valley Ranch Acquisition and Development Loan?

Defendant	Answer: "Yes" or "No"
Mr. Van Dellen	<u>YES</u>
Mr. Shellem	<u>YES</u>
Mr. Koon	<u>YES</u>

13 (b) Do you find by a preponderance of the evidence that any of the
14 following Defendants breached their fiduciary duty of care to the Bank in their conduct
15 with regard to the Corinthian Homes Valley Ranch Acquisition and Development Loan?

Defendant	Answer: "Yes" or "No"
Mr. Van Dellen	<u>YES</u>
Mr. Shellem	<u>YES</u>
Mr. Koon	<u>YES</u>

21 If you answered "Yes" in either Question (a) or (b) as to any of the above
22 Defendants, please answer the next question. If you answered "No" in both Questions (a)
23 and (b) as to each of the above Defendants, please proceed to your verdict on the next
24 loan.

25 (c) What are the damages you award the Plaintiff for the conduct of
26 Defendant(s) with regard to the Corinthian Homes Valley Ranch Acquisition and
27 Development Loan?
28

\$ 6,630,783

Please proceed to your verdict on the next loan.

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1 **LOAN NO. 4: CORINTHIAN HOMES EDGEWATER CONSTRUCTION**

2 **LOANS (Count 12)**

3 For the **Corinthian Homes Edgewater Construction Loans:**

4 (a) Do you find by a preponderance of the evidence that any of the
5 following Defendants were negligent in their conduct with regard to the Corinthian
6 Homes Edgewater Construction Loans?

7

Defendant	Answer: "Yes" or "No"
8 Mr. Van Dellen	<u>YES</u>
9 Mr. Shellem	<u>YES</u>
10 Mr. Koon	<u>YES</u>

11

12 (b) Do you find by a preponderance of the evidence that any of the
13 following Defendants breached their fiduciary duty of care to the Bank in their conduct
14 with regard to the Corinthian Homes Edgewater Construction Loans?

15

Defendant	Answer: "Yes" or "No"
16 Mr. Van Dellen	<u>YES</u>
17 Mr. Shellem	<u>YES</u>
18 Mr. Koon	<u>YES</u>

19

20 If you answered "Yes" in either Question (a) or (b) as to any of the above
21 Defendants, please answer the next question. If you answered "No" in both Questions (a)
22 and (b) as to each of the above Defendants, please proceed to your verdict on the next
23 loan.

24 (c) What are the damages you award the Plaintiff for the conduct of
25 Defendant(s) with regard to the Corinthian Homes Edgewater Construction Loans?

26 \$ 1,904,213

27 Please proceed to your verdict on the next loan.

28

1 **LOAN NO. 5: CORINTHIAN HOMES VALLEY RANCH CONSTRUCTION**

2 **LOANS (Count 13)**

3 For the **Corinthian Homes Valley Ranch Construction Loans:**

4 (a) Do you find by a preponderance of the evidence that any of the
5 following Defendants were negligent in their conduct with regard to the Corinthian
6 Homes Valley Ranch Construction Loans?

7

Defendant	Answer: "Yes" or "No"
8 Mr. Van Dellen	<u>YES</u>
9 Mr. Shellem	<u>YES</u>

10

11 (b) Do you find by a preponderance of the evidence that any of the
12 following Defendants breached their fiduciary duty of care to the Bank in their conduct
13 with regard to the Corinthian Homes Valley Ranch Construction Loans?

14

Defendant	Answer: "Yes" or "No"
15 Mr. Van Dellen	<u>YES</u>
16 Mr. Shellem	<u>YES</u>

17

18 If you answered "Yes" in either Question (a) or (b) as to any of the above
19 Defendants, please answer the next question. If you answered "No" in both Questions (a)
20 and (b) as to each of the above Defendants, please proceed to your verdict on the next
21 loan.

22 (c) What are the damages you award the Plaintiff for the conduct of
23 Defendant(s) with regard to the Corinthian Homes Valley Ranch Construction Loans?

24 \$ 2,116,304

25 Please proceed to your verdict on the next loan.

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1 **LOAN NO. 6: DR. VISH BLUFF HOUSE AND ANASTASIA SHORES LOAN**

2 **(Count 15)**

3 For the **Dr. Vish Bluff House and Anastasia Shores Loan:**

4 (a) Do you find by a preponderance of the evidence that any of the
5 following Defendants were negligent in their conduct with regard to the Dr. Vish Bluff
6 House and Anastasia Shores Loan?

Defendant	Answer: "Yes" or "No"
Mr. Van Dellen	<u>YES</u>
Mr. Shellem	<u>YES</u>
Mr. Koon	<u>NO</u>

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12 (b) Do you find by a preponderance of the evidence that any of the
13 following Defendants breached their fiduciary duty of care to the Bank in their conduct
14 with regard to the Dr. Vish Bluff House and Anastasia Shores Loan?

Defendant	Answer: "Yes" or "No"
Mr. Van Dellen	<u>YES</u>
Mr. Shellem	<u>YES</u>
Mr. Koon	<u>NO</u>

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20 If you answered "Yes" in either Question (a) or (b) as to any of the above
21 Defendants, please answer the next question. If you answered "No" in both Questions (a)
22 and (b) as to each of the above Defendants, please proceed to your verdict on the next
23 loan.

24 (c) What are the damages you award the Plaintiff for the conduct of
25 Defendant(s) with regard to the Dr. Vish Bluff House and Anastasia Shores Loan?

26 \$ 13,006,112

27 Please proceed to your verdict on the next loan.
28

1 **LOAN NO. 7: DR. VISH HAWTHORNE GRANDE LOAN (Count 16)**

2 For the **Dr. Vish Bluff Hawthorne Grande Loan:**

3 (a) Do you find by a preponderance of the evidence that any of the
4 following Defendants were negligent in their conduct with regard to the Dr. Vish
5 Hawthorne Grande Loan?

6 Defendant	Answer: "Yes" or "No"
7 Mr. Van Dellen	<u>YES</u>
8 Mr. Shellem	<u>YES</u>
9 Mr. Koon	<u>YES</u>

10
11 (b) Do you find by a preponderance of the evidence that any of the
12 following Defendants breached their fiduciary duty of care to the Bank in their conduct
13 with regard to the Dr. Vish Hawthorne Grande Loan?

14 Defendant	Answer: "Yes" or "No"
15 Mr. Van Dellen	<u>YES</u>
16 Mr. Shellem	<u>YES</u>
17 Mr. Koon	<u>YES</u>

18
19 If you answered "Yes" in either Question (a) or (b) as to any of the above
20 Defendants, please answer the next question. If you answered "No" in both Questions (a)
21 and (b) as to each of the above Defendants, please proceed to your verdict on the next
22 loan.

23 (c) What are the damages you award the Plaintiff for the conduct of
24 Defendant(s) with regard to the Dr. Vish Hawthorne Grande Loan?

25 \$ 8,222,756

26 Please proceed to your verdict on the next loan.
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1 **LOAN NO. 8: REYNEN & BARDIS QUAIL HOLLOW LOAN (Count 26)**

2 For the **Reynen & Bardis Quail Hollow Loan:**

3 (a) Do you find by a preponderance of the evidence that any of the
4 following Defendants were negligent in their conduct with regard to the Reynen & Bardis
5 Quail Hollow Loan?

6 Defendant	Answer: "Yes" or "No"
7 Mr. Van Dellen	<u>YES</u>
8 Mr. Shellem	<u>YES</u>
9 Mr. Koon	<u>YES</u>

10
11 (b) Do you find by a preponderance of the evidence that any of the
12 following Defendants breached their fiduciary duty of care to the Bank in their conduct
13 with regard to the Reynen & Bardis Quail Hollow Loan?

14 Defendant	Answer: "Yes" or "No"
15 Mr. Van Dellen	<u>YES</u>
16 Mr. Shellem	<u>YES</u>
17 Mr. Koon	<u>YES</u>

18
19 If you answered "Yes" in either Question (a) or (b) as to any of the above
20 Defendants, please answer the next question. If you answered "No" in both Questions (a)
21 and (b) as to each of the above Defendants, please proceed to your verdict on the next
22 loan.

23 (c) What are the damages you award the Plaintiff for the conduct of
24 Defendant(s) with regard to the Reynen & Bardis Quail Hollow Loan?

25 \$ 8,054,530

26 Please proceed to your verdict on the next loan.
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1 **LOAN NO. 9: REYNEN & BARDIS OAK VALLEY LOAN (Count 27)**

2 For the **Reynen & Bardis Oak Valley Loan:**

3 (a) Do you find by a preponderance of the evidence that any of the
4 following Defendants were negligent in their conduct with regard to the Reynen & Bardis
5 Oak Valley Loan?

6 Defendant	Answer: "Yes" or "No"
7 Mr. Van Dellen	<u>YES</u>
8 Mr. Shellem	<u>YES</u>
9 Mr. Koon	<u>YES</u>

10
11 (b) Do you find by a preponderance of the evidence that any of the
12 following Defendants breached their fiduciary duty of care to the Bank in their conduct
13 with regard to the Reynen & Bardis Oak Valley Loan?

14 Defendant	Answer: "Yes" or "No"
15 Mr. Van Dellen	<u>YES</u>
16 Mr. Shellem	<u>YES</u>
17 Mr. Koon	<u>YES</u>

18
19 If you answered "Yes" in either Question (a) or (b) as to any of the above
20 Defendants, please answer the next question. If you answered "No" in both Questions (a)
21 and (b) as to each of the above Defendants, please proceed to your verdict on the next
22 loan.

23 (c) What are the damages you award the Plaintiff for the conduct of
24 Defendant(s) with regard to the Reynen & Bardis Oak Valley Loan?

25 \$ 3,461,255

26 Please proceed to your verdict on the next loan.

1 **LOAN NO. 10: REYNEN & BARDIS EDGEWATER UNIT 13, 14 AND 15**

2 **LOANS (Count 28)**

3 For the **Reynen & Bardis Edgewater Unit 13, 14, and 15 Loans:**

4 (a) Do you find by a preponderance of the evidence that any of the
5 following Defendants were negligent in their conduct with regard to the Reynen & Bardis
6 Edgewater Unit 13, 14, and 15 Loans?

7 Defendant	Answer: "Yes" or "No"
8 Mr. Van Dellen	<u>YES</u>
9 Mr. Shellem	<u>NO</u>
10 Mr. Koon	<u>YES</u>

11
12 (b) Do you find by a preponderance of the evidence that any of the
13 following Defendants breached their fiduciary duty of care to the Bank in their conduct
14 with regard to the Reynen & Bardis Edgewater Unit 13, 14, and 15 Loans?

15 Defendant	Answer: "Yes" or "No"
16 Mr. Van Dellen	<u>YES</u>
17 Mr. Shellem	<u>NO</u>
18 Mr. Koon	<u>YES</u>

19
20 If you answered "Yes" in either Question (a) or (b) as to any of the above
21 Defendants, please answer the next question. If you answered "No" in both Questions (a)
22 and (b) as to each of the above Defendants, please proceed to your verdict on the next
23 loan.

24 (c) What are the damages you award the Plaintiff for the conduct of
25 Defendant(s) with regard to the Reynen & Bardis Edgewater Unit 13, 14, and 15 Loans?

26 \$ 5,311,156

27 Please proceed to your verdict on the next loan.

1 **LOAN NO. 11: REYNEN & BARDIS ARBORS AT EDGEWATER LOANS**

2 **(Count 29)**

3 For the **Reynen & Bardis Arbors at Edgewater:**

4 (a) Do you find by a preponderance of the evidence that the following
5 Defendant was negligent in his conduct with regard to the Reynen & Bardis Arbors at
6 Edgewater Loans?

7

Defendant	Answer: "Yes" or "No"
8 Mr. Van Dellen	<u>YES</u>

9

10 (b) Do you find by a preponderance of the evidence that the following
11 Defendant breached his fiduciary duty of care to the Bank in his conduct with regard to
12 the Reynen & Bardis Arbors at Edgewater Loans?

13

Defendant	Answer: "Yes" or "No"
14 Mr. Van Dellen	<u>YES</u>

15

16 If you answered "Yes" in either Question (a) or (b) as to the above
17 Defendant, please answer the next question. If you answered "No" in both Questions (a)
18 and (b) as to the above Defendant, please proceed to your verdict on the next loan.

19 (c) What are the damages you award the Plaintiff for the conduct of
20 Defendant Van Dellen with regard to the Reynen & Bardis Arbors at Edgewater Loans?

21 \$ 2,780,106

22 Please proceed to your verdict on the next loan.

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1 **LOAN NO. 12: RIVER PARK AT DAYTON LOAN (Count 30)**

2 For the **River Park at Dayton Loan:**

3 (a) Do you find by a preponderance of the evidence that any of the
4 following Defendants were negligent in their conduct with regard to the River Park at
5 Dayton Loan?

6 Defendant	Answer: "Yes" or "No"
7 Mr. Van Dellen	<u>YES</u>
8 Mr. Shellem	<u>YES</u>

9
10 (b) Do you find by a preponderance of the evidence that any of the
11 following Defendants breached their fiduciary duty of care to the Bank in their conduct
12 with regard to the River Park at Dayton Loan?

13 Defendant	Answer: "Yes" or "No"
14 Mr. Van Dellen	<u>YES</u>
15 Mr. Shellem	<u>YES</u>

16
17 If you answered "Yes" in either Question (a) or (b) as to any of the above
18 Defendants, please answer the next question. If you answered "No" in both Questions (a)
19 and (b) as to each of the above Defendants, please proceed to your verdict on the next
20 loan.

21 (c) What are the damages you award the Plaintiff for the conduct of
22 Defendant(s) with regard to the River Park at Dayton Loan?

23 \$ 6,556,344

24 Please proceed to your verdict on the next loan.
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1 **LOAN NO. 13: REYNEN & BARDIS SPRING LAKE LOAN (Count 31)**

2 For the **Reynen & Bardis Spring Lake Loan:**

3 (a) Do you find by a preponderance of the evidence that any of the
4 following Defendants were negligent in their conduct with regard to the Reynen & Bardis
5 Spring Lake Loan?

Defendant	Answer: "Yes" or "No"
Mr. Van Dellen	<u>YES</u>
Mr. Shellem	<u>NO</u>
Mr. Koon	<u>YES</u>

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11 (b) Do you find by a preponderance of the evidence that any of the
12 following Defendants breached their fiduciary duty of care to the Bank in their conduct
13 with regard to the Reynen & Bardis Spring Lake Loan?

Defendant	Answer: "Yes" or "No"
Mr. Van Dellen	<u>YES</u>
Mr. Shellem	<u>NO</u>
Mr. Koon	<u>YES</u>

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19 If you answered "Yes" in either Question (a) or (b) as to any of the above
20 Defendants, please answer the next question. If you answered "No" in both Questions (a)
21 and (b) as to each of the above Defendants, please proceed to your verdict on the next
22 loan.

23 (c) What are the damages you award the Plaintiff for the conduct of
24 Defendant(s) with regard to the Reynen & Bardis Spring Lake Loan?

25 \$ 10,521,492

26 Please proceed to your verdict on the next loan.

1 **LOAN NO. 14: DECAL CUSTOM HOMES AND CONSTRUCTION INC. /**

2 **MURRAY & JENKINS LOAN (Count 32)**

3 For the **DeCal Custom Homes and Construction Inc. / Murray &**

4 **Jenkins Loan:**

5 (a) Do you find by a preponderance of the evidence that any of the
6 following Defendants were negligent in their conduct with regard to the DeCal Custom
7 Homes and Construction Inc. / Murray & Jenkins Loan?

Defendant	Answer: "Yes" or "No"
Mr. Van Dellen	<u>YES</u>
Mr. Shellem	<u>YES</u>
Mr. Koon	<u>YES</u>

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13 (b) Do you find by a preponderance of the evidence that any of the
14 following Defendants breached their fiduciary duty of care to the Bank in their conduct
15 with regard to the DeCal Custom Homes and Construction Inc. / Murray & Jenkins
16 Loan?

Defendant	Answer: "Yes" or "No"
Mr. Van Dellen	<u>YES</u>
Mr. Shellem	<u>YES</u>
Mr. Koon	<u>YES</u>

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22 If you answered "Yes" in either Question (a) or (b) as to any of the above
23 Defendants, please answer the next question. If you answered "No" in both Questions (a)
24 and (b) as to each of the above Defendants, please proceed to your verdict on the next
25 loan.

26 (c) What are the damages you award the Plaintiff for the conduct of
27 Defendant(s) with regard to the DeCal Custom Homes and Construction Inc. / Murray &
28

1 Jenkins Loan?

2 \$ 3,427,304

3 Please proceed to your verdict on the next loan.

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1 **LOAN NO. 15: DECAL CUSTOM HOMES AND CONSTRUCTION INC. /**

2 **EAGLES LOFT CONDOMINIUMS LOAN (Count 33)**

3 For the **DeCal Custom Homes and Construction Inc. / Eagles Loft**

4 **Condominiums Loan:**

5 (a) Do you find by a preponderance of the evidence that any of the
6 following Defendants were negligent in their conduct with regard to the DeCal Custom
7 Homes and Construction Inc. / Eagles Loft Condominiums Loan?

8 Defendant	Answer: "Yes" or "No"
9 Mr. Van Dellen	<u>YES</u>
10 Mr. Shellem	<u>YES</u>
11 Mr. Koon	<u>YES</u>

12
13 (b) Do you find by a preponderance of the evidence that any of the
14 following Defendants breached their fiduciary duty of care to the Bank in their conduct
15 with regard to the DeCal Custom Homes and Construction Inc. / Eagles Loft
16 Condominiums Loan?

17 Defendant	Answer: "Yes" or "No"
18 Mr. Van Dellen	<u>YES</u>
19 Mr. Shellem	<u>YES</u>
20 Mr. Koon	<u>YES</u>

21 If you answered "Yes" in either Question (a) or (b) as to any of the above
22 Defendants, please answer the next question. If you answered "No" in both Questions (a)
23 and (b) as to each of the above Defendants, please proceed to your verdict on the next
24 loan.

25 (c) What are the damages you award the Plaintiff for the conduct of
26 Defendant(s) with regard to the DeCal Custom Homes and Construction Inc. / Eagles
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1 Loft Condominiums Loan?

2 \$ 13,625,071

3 Please proceed to your verdict on the next loan.

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1 **LOAN NO. 16: JOSHUA RANCH ACQUISITION AND DEVELOPMENT LOAN**

2 **(Count 34)**

3 For the **Joshua Ranch Acquisition and Development Loan:**

4 (a) Do you find by a preponderance of the evidence that any of the
5 following Defendants were negligent in their conduct with regard to the Joshua Ranch
6 Acquisition and Development Loan?

7 Defendant	Answer: "Yes" or "No"
8 Mr. Van Dellen	<u>YES</u>
9 Mr. Shellem	<u>YES</u>
10 Mr. Koon	<u>YES</u>

11
12 (b) Do you find by a preponderance of the evidence that any of the
13 following Defendants breached their fiduciary duty of care to the Bank in their conduct
14 with regard to the Joshua Ranch Acquisition and Development Loan?

15 Defendant	Answer: "Yes" or "No"
16 Mr. Van Dellen	<u>YES</u>
17 Mr. Shellem	<u>YES</u>
18 Mr. Koon	<u>YES</u>

19
20 If you answered "Yes" in either Question (a) or (b) as to any of the above
21 Defendants, please answer the next question. If you answered "No" in both Questions (a)
22 and (b) as to each of the above Defendants, please proceed to your verdict on the next
23 loan.

24 (c) What are the damages you award the Plaintiff for the conduct of
25 Defendant(s) with regard to the Joshua Ranch Acquisition and Development Loan?

26 \$ 11,711,049

27 Please proceed to your verdict on the next loan.

1 **LOAN NO. 17: JOSHUA RANCH CONSTRUCTION LOAN (Count 35)**

2 For the **Joshua Ranch Construction Loan:**

3 (a) Do you find by a preponderance of the evidence that the following
4 Defendant was negligent in his conduct with regard to the Joshua Ranch Construction
5 Loan?

6 Defendant	Answer: "Yes" or "No"
7 Mr. Van Dellen	<u>YES</u>

8
9 (b) Do you find by a preponderance of the evidence that following
10 Defendant breached his fiduciary duty of care to the Bank in his conduct with regard to
11 the Joshua Ranch Construction Loan?

12 Defendant	Answer: "Yes" or "No"
13 Mr. Van Dellen	<u>YES</u>

14
15 If you answered "Yes" in either Question (a) or (b) as to the above
16 Defendant, please answer the next question. If you answered "No" in both Questions (a)
17 and (b) as to the above Defendant, please proceed to your verdict on the next loan.

18 (c) What are the damages you award the Plaintiff for the conduct of
19 Defendant Van Dellen with regard to the Joshua Ranch Construction Loan?

20 \$ 1,864,741

21 Please proceed to your verdict on the next loan.

1 **LOAN NO. 18: NEUMANN HOMES LOAN (Count 37)**

2 For the **Neumann Homes Loan:**

3 (a) Do you find by a preponderance of the evidence that any of the
4 following Defendants were negligent in their conduct with regard to the Neumann Homes
5 Loan?

6 Defendant	Answer: "Yes" or "No"
7 Mr. Van Dellen	<u>YES</u>
8 Mr. Shellem	<u>YES</u>
9 Mr. Koon	<u>YES</u>

10
11 (b) Do you find by a preponderance of the evidence that any of the
12 following Defendants breached their fiduciary duty of care to the Bank in their conduct
13 with regard to the Neumann Homes Loan?

14 Defendant	Answer: "Yes" or "No"
15 Mr. Van Dellen	<u>YES</u>
16 Mr. Shellem	<u>YES</u>
17 Mr. Koon	<u>YES</u>

18
19 If you answered "Yes" in either Question (a) or (b) as to any of the above
20 Defendants, please answer the next question. If you answered "No" in both Questions (a)
21 and (b) as to each of the above Defendants, please proceed to your verdict on the next
22 loan.

23 (d) What are the damages you award the Plaintiff for the conduct of
24 Defendant(s) with regard to the Neumann Homes Loan?

25 \$ 21,199,166

26 Please proceed to your verdict on the next loan.
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1 **LOAN NO. 19: MOUNTAIN VIEW BRAVO S.K.Y. 21 LLC / SECTION 21 LOAN**

2 **(Count 54)**

3 For the **Mountain View Bravo S.K.Y. 21 LLC / Section 21 Loan:**

4 (a) Do you find by a preponderance of the evidence that any of the
5 following Defendants were negligent in their conduct with regard to the Mountain View
6 Bravo S.K.Y. 21 LLC / Section 21 Loan?

7

Defendant	Answer: "Yes" or "No"
8 Mr. Van Dellen	<u>YES</u>
9 Mr. Shellem	<u>YES</u>

10
11 (b) Do you find by a preponderance of the evidence that any of the
12 following Defendants breached their fiduciary duty of care to the Bank in their conduct
13 with regard to the Mountain View Bravo S.K.Y. 21 LLC / Section 21 Loan?

14

Defendant	Answer: "Yes" or "No"
15 Mr. Van Dellen	<u>YES</u>
16 Mr. Shellem	<u>YES</u>

17
18 If you answered "Yes" in either Question (a) or (b) as to any of the above
19 Defendants, please answer the next question. If you answered "No" in both Questions (a)
20 and (b) as to each of the above Defendants, please proceed to your verdict on the next
21 loan.

22 (c) What are the damages you award the Plaintiff for the conduct of
23 Defendant(s) with regard to the Mountain View Bravo S.K.Y. 21 LLC / Section 21 Loan?

24 \$ 6,415,491

25 Please proceed to your verdict on the next loan.

1 **LOAN NO. 20: MOUNTAIN VIEW BRAVO S&J ALFALFA INC. / SECTION 19**

2 **(Count 55)**

3 For the **Mountain View Bravo S&J Alfalfa Inc. / Section 19 Loan:**

4 (a) Do you find by a preponderance of the evidence that any of the
5 following Defendants were negligent in their conduct with regard to the Mountain View
6 Bravo S&J Alfalfa Inc. / Section 19 Loan?

7

Defendant	Answer: "Yes" or "No"
8 Mr. Van Dellen	<u>YES</u>
9 Mr. Shellem	<u>YES</u>

10
11 (b) Do you find by a preponderance of the evidence that any of the
12 following Defendants breached their fiduciary duty of care to the Bank in their conduct
13 with regard to the Mountain View Bravo S&J Alfalfa Inc. / Section 19 Loan?

14

Defendant	Answer: "Yes" or "No"
15 Mr. Van Dellen	<u>YES</u>
16 Mr. Shellem	<u>YES</u>

17
18 If you answered "Yes" in either Question (a) or (b) as to any of the above
19 Defendants, please answer the next question. If you answered "No" in both Questions (a)
20 and (b) as to each of the above Defendants, please proceed to your verdict on the next
21 loan.

22 (c) What are the damages you award the Plaintiff for the conduct of
23 Defendant(s) with regard to the Mountain View Bravo S&J Alfalfa Inc. / Section 19
24 Loan?

25 \$ 4,548,131

26 Please proceed to your verdict on the next loan.

1 **LOAN NO. 21: MOUNTAIN VIEW BRAVO SYCAMORE VILLAS**

2 **DEVELOPMENT LLC / SUMMER MOON II LOAN (Count 56)**

3 For the **Mountain View Bravo Sycamore Villas Development LLC /**

4 **Summer Moon II Loan:**

5 (a) Do you find by a preponderance of the evidence that the following
6 Defendant was negligent in his conduct with regard to the Mountain View Bravo
7 Sycamore Villas Development LLC / Summer Moon II Loan?

8 Defendant	Answer: "Yes" or "No"
9 Mr. Van Dellen	<u>YES</u>

10
11 (b) Do you find by a preponderance of the evidence that the following
12 Defendant breached his fiduciary duty of care to the Bank in his conduct with regard to
13 the Mountain View Bravo Sycamore Villas Development LLC / Summer Moon II Loan?

14 Defendant	Answer: "Yes" or "No"
15 Mr. Van Dellen	<u>YES</u>

16
17 If you answered "Yes" in either Question (a) or (b) as to the above
18 Defendant, please answer the next question. If you answered "No" in both Questions (a)
19 and (b) as to the above Defendant, please proceed to your verdict on the next loan.

20 (c) What are the damages you award the Plaintiff for the conduct of
21 Defendant Van Dellen with regard to the Mountain View Bravo Sycamore Villas
22 Development LLC / Summer Moon II Loan?

23 \$ 919,697

24 Please proceed to your verdict on the next loan.

1 **LOAN NO. 22: PPC WESTWOOD COUNTRY 3 (INSPIRATIONS) LOAN**

2 **(Count 57)**

3 For the **PPC Westwood Country 3 (Inspirations) Loan:**

4 (a) Do you find by a preponderance of the evidence that any of the
5 following Defendants were negligent in their conduct with regard to the PPC Westwood
6 Country 3 (Inspirations) Loan?

7 Defendant	Answer: "Yes" or "No"
8 Mr. Van Dellen	<u>YES</u>
9 Mr. Shellem	<u>YES</u>

10
11 (b) Do you find by a preponderance of the evidence that any of the
12 following Defendants breached their fiduciary duty of care to the Bank in their conduct
13 with regard to the PPC Westwood Country 3 (Inspirations) Loan?

14 Defendant	Answer: "Yes" or "No"
15 Mr. Van Dellen	<u>YES</u>
16 Mr. Shellem	<u>YES</u>

17
18 If you answered "Yes" in either Question (a) or (b) as to any of the above
19 Defendants, please answer the next question. If you answered "No" in both Questions (a)
20 and (b) as to each of the above Defendants, please proceed to your verdict on the next
21 loan.

22 (c) What are the damages you award the Plaintiff for the conduct of
23 Defendant(s) with regard to the PPC Westwood Country 3 (Inspirations) Loan?

24 \$ 6,911,845

25 Please proceed to your verdict on the next loan.

1 **LOAN NO. 23: ROKAS INTERNATIONAL LOAN (Count 58)**

2 For the **Rokas International Loan:**

3 (a) Do you find by a preponderance of the evidence that the following
4 Defendant was negligent in his conduct with regard to the Rokas International Loan?

5

Defendant	Answer: "Yes" or "No"
6 Mr. Van Dellen	<u>YES</u>

7

8 (b) Do you find by a preponderance of the evidence that the following
9 Defendant breached his fiduciary duty of care to the Bank in his conduct with regard to
10 the Rokas International Loan?

11

Defendant	Answer: "Yes" or "No"
12 Mr. Van Dellen	<u>YES</u>

13

14 If you answered "Yes" in either Question (a) or (b) as to the above
15 Defendant, please answer the next question. If you answered "No" in both Questions (a)
16 and (b) as to the above Defendant, presiding juror please sign and date this verdict.

17 (c) What are the damages you award the Plaintiff for the conduct of
18 Defendant Van Dellen with regard to the Rokas International Loan?

19 \$ 1,856,464

20 Presiding juror please sign and date this verdict.

21
22 Dated: 12/07/12



23
24
25
26 REDACTED FOR PUBLIC VIEW