

**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

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

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

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

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

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

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

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

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

\$ 21,951,203

Please proceed to your verdict on the next loan.

**LOAN NO. 2: CORINTHIAN HOMES ANATOLIA LOAN (Count 10)**

For the **Corinthian Homes Anatolia Loan**:

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

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

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

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

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

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

\$ 5,818,262

Please proceed to your verdict on the next loan.

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

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

**Loan:**

(a) Do you find by a preponderance of the evidence that any of the following Defendants were negligent in their conduct 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>

(b) Do you find by a preponderance of the evidence that any of the following Defendants breached their fiduciary duty of care to the Bank in their conduct 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>

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

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

1                   \$ 6,630,783

2                   Please proceed to your verdict on the next loan.

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

**LOANS (Count 12)**

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

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

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

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

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

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

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

\$ 1,904,213

Please proceed to your verdict on the next loan.

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

**LOANS (Count 13)**

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

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

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

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

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

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

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

\$ 2,116,304

Please proceed to your verdict on the next loan.

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

**(Count 15)**

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

(a) Do you find by a preponderance of the evidence that any of the following Defendants were negligent in their conduct 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>

(b) Do you find by a preponderance of the evidence that any of the following Defendants breached their fiduciary duty of care to the Bank in their conduct 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>

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

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

\$ 13,006,112

Please proceed to your verdict on the next loan.



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

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

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

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

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

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

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

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

\$ 8,222,756

Please proceed to your verdict on the next loan.

**LOAN NO. 8: REYNEN & BARDIS QUAIL HOLLOW LOAN (Count 26)**

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

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

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

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

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

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

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

\$ 8,054,530

Please proceed to your verdict on the next loan.

**LOAN NO. 9: REYNEN & BARDIS OAK VALLEY LOAN (Count 27)**

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

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

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

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

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

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

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

\$ 3,461,255

Please proceed to your verdict on the next loan.

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

**LOANS (Count 28)**

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

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

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

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

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

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

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

\$ 5,311,156

Please proceed to your verdict on the next loan.

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

**(Count 29)**

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

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

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

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

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

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

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

\$ 2,780,106

Please proceed to your verdict on the next loan.

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

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

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

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

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

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

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

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

\$ 6,556,344

Please proceed to your verdict on the next loan.

**LOAN NO. 13: REYNEN & BARDIS SPRING LAKE LOAN (Count 31)**

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

(a) Do you find by a preponderance of the evidence that any of the following Defendants were negligent in their conduct 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>

(b) Do you find by a preponderance of the evidence that any of the following Defendants breached their fiduciary duty of care to the Bank in their conduct 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>

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

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

\$ 10,521,492

Please proceed to your verdict on the next loan.

**LOAN NO. 14: DECAL CUSTOM HOMES AND CONSTRUCTION INC. /**  
**MURRAY & JENKINS LOAN (Count 32)**

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

**Jenkins Loan:**

(a) Do you find by a preponderance of the evidence that any of the following Defendants were negligent in their conduct with regard to the DeCal Custom 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>

(b) Do you find by a preponderance of the evidence that any of the following Defendants breached their fiduciary duty of care to the Bank in their conduct with regard to the DeCal Custom 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>

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

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



1 Jenkins Loan?

2 \$ 3,427,304

3 Please proceed to your verdict on the next loan.

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**LOAN NO. 15: DECAL CUSTOM HOMES AND CONSTRUCTION INC. /  
EAGLES LOFT CONDOMINIUMS LOAN (Count 33)**

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

**Condominiums Loan:**

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

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

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

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

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

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

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?

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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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?

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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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.

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

For the **Joshua Ranch Construction Loan:**

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

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

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

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

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

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

\$ 1,864,741

Please proceed to your verdict on the next loan.

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

For the Neumann Homes Loan:

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

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

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

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

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

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

\$ 21,199,166

Please proceed to your verdict on the next loan.

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?

Defendant	Answer: "Yes" or "No"
Mr. Van Dellen	<u>YES</u>
Mr. Shellem	<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 Mountain View Bravo S.K.Y. 21 LLC / Section 21 Loan?

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

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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.

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

**(Count 55)**

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

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

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

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

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

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

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

\$ 4,548,131

Please proceed to your verdict on the next loan.



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

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

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

**Summer Moon II Loan:**

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

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

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

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

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

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

\$ 919,697

Please proceed to your verdict on the next loan.

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

**(Count 57)**

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

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

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

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

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

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

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

\$ 6,911,845

Please proceed to your verdict on the next loan.

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

For the Rokas International Loan:

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

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

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

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

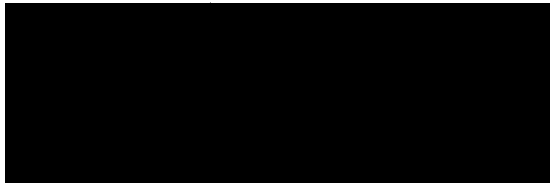
If you answered "Yes" in either Question (a) or (b) as to the above Defendant, please answer the next question. If you answered "No" in both Questions (a) and (b) as to the above Defendant, presiding juror please sign and date this verdict.

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

\$ 1,856,464

Presiding juror please sign and date this verdict.

Dated: 12/07/12



REDACTED FOR PUBLIC VIEW