

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
WESTERN DIVISION**

ADVANCE BRANDS, LLC,  
Plaintiff,

vs.

ALKAR-RAPIDPAK, INC.,  
Defendant and Third-Party  
Plaintiff,

vs.

GLEESON CONSTRUCTORS &  
ENGINEERS, LLC and PLAINS  
BOILER SERVICE, INC.,  
Third-Party Defendants.

No. 08-CV-4057-LRR  
**VERDICT FORM**

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

**Defendant/Third-Party Plaintiff Alkar-Rapidpak, Inc.**

**Question No. 1:** Has Defendant/Third-Party Plaintiff Alkar-Rapidpak, Inc. proven by the greater weight of the evidence that the oven conformed to "state of the art" as that defense is explained in Instruction No. 23?

**Answer No. 1:** Yes  
(yes/no)

**Note:** If your answer is "yes," do not assign any fault against Defendant/Third-Party Plaintiff Alkar-Rapidpak, Inc. on the design defect claim.

**Question No. 2:** Was Defendant/Third-Party Plaintiff Alkar-Rapidpak, Inc. at fault on any of the following claims? Answer "yes" or "no."

**Answer No. 2:** Design Defect           No          

Failure to Warn           No          

Breach of Implied Warranty  
of Merchantability           No          

Breach of Implied Warranty  
of Fitness for a Particular Purpose           No          

**Note:** If your answer is "yes" to any of these claims, proceed to answer Question No. 3 with regard to those claims. If your answer is "no" as to all four of these claims, then do not answer Question No. 3 and proceed to Question No. 4.

**Question No. 3:** Was the fault of Defendant/Third-Party Plaintiff Alkar-Rapidpak, Inc. a cause of any item of damage to Plaintiff Advance Brands, LLC as to any of the following claims? Answer "yes" or "no."

**Answer No. 3:** Design Defect           \_\_\_\_\_          

Failure to Warn           \_\_\_\_\_          

Breach of Implied Warranty  
of Merchantability           \_\_\_\_\_          

Breach of Implied Warranty  
of Fitness for a Particular Purpose           \_\_\_\_\_          

**Note:** If you answered "no" to either Question No. 2 or Question No. 3 as to a particular claim, then you shall not assign a percentage of fault against Defendant/Third-Party Plaintiff Alkar-Rapidpak, Inc. with regard to that claim.

**Third-Party Defendant Gleeson Constructors & Engineers, LLC**

**Question No. 4:** Was Third-Party Defendant Gleeson Constructors & Engineers, LLC at fault for negligence?

**Answer No. 4:**     No      
(yes/no)

**Note:** If your answer is "no," do not answer Question No. 5 and proceed to Question No. 6.

**Question No. 5:** Was the fault of Third-Party Defendant Gleeson Constructors & Engineers, LLC a cause of any item of damage to Plaintiff Advance Brands, LLC?

**Answer No. 5:**                       
(yes/no)

**Note:** If your answer to either question No. 4 or No. 5 is "no," then you shall not assign any fault to Third-Party Defendant Gleeson Constructors & Engineers, LLC.

**Third-Party Defendant Plains Boiler Service, Inc.**

**Question No. 6:** Was Third-Party Defendant Plains Boiler Service, Inc. at fault for negligence?

**Answer No. 6:**     No      
(yes/no)

**Note:** If your answer is "no," do not answer Question No. 7 and proceed to Question No. 8.

**Question No. 7:** Was the fault of Third-Party Defendant Plains Boiler Service, Inc. a cause of any item of damage to Plaintiff Advance Brands, LLC?

**Answer No. 7:** \_\_\_\_\_  
(yes/no)

**Note:** If your answer to either question No. 6 or No. 7 is "no," then you shall not assign any fault to Third-Party Defendant Plains Boiler Service, Inc.

**Plaintiff Advance Brands, LLC**

**Question No. 8:** Was Plaintiff Advance Brands, LLC at fault for negligence or failure to mitigate damages?

**Answer No. 8:** Yes  
(yes/no)

**Note:** If your answer is "no," do not answer Question No. 9 and proceed to Question No. 10.

**Question No. 9:** Was the fault of Plaintiff Advance Brands, LLC a cause of any item of damage to Plaintiff Advance Brands, LLC?

**Answer No. 9:** Yes  
(yes/no)

**Note:** If your answer to either question No. 8 or No.9 is "no," then you shall not assign any fault to Plaintiff Advance Brands, LLC.

**Percentage of Fault and Amount of Damages**

**Question No. 10:** What percentage of total fault do you attribute to Plaintiff Advance Brands, LLC and what percentage of the total fault do you attribute to Defendant/Third-Party Plaintiff Alkar-Rapidpak, Inc., Third-Party Defendant Gleeson Constructors & Engineers, LLC and Third-Party Defendant Plains Boiler Service, Inc.? The percentages must total one-hundred percent (100%).

**Note:** If you previously found that a party was not at fault, or did not cause damage to Plaintiff Advance Brands, LLC, then enter zero ("0") after that party's name.

**Answer No. 10:**

Defendant/Third-Party Plaintiff Alkar-Rapidpak, Inc.	<u>0</u> %
Third-Party Defendant Gleeson Constructors & Engineers, LLC	<u>0</u> %
Third-Party Defendant Plains Boiler Service, Inc	<u>0</u> %
Plaintiff Advance Brands, LLC	<u>100</u> %
TOTAL	= 100%

**Note:** If you find Plaintiff Advance Brands, LLC to be more than fifty percent (50%) at fault, do not answer Question No. 11.

**Question No. 11:** State the amount of damages Plaintiff Advance Brands, LLC sustained that were caused by a defendant's fault. Do not take into consideration any reduction of damages due to Plaintiff Advance Brands, LLC's fault. If Plaintiff Advance Brands, LLC has failed to prove any item of damage, or has failed to prove that any item of damage was caused by a defendant's fault, enter zero ("0").

