

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

JAY CLASING AND DEANNA
CLASING, d/b/a JADE FARMS,

Plaintiff,

vs.

HORMEL FOODS CORPORATION,

Defendant.

No. C 12-3054-MWB

VERDICT FORM

On the Clasings' claims and Hormel's specific defenses, we, the Jury, find as follows:

I. THE CLASINGS' BREACH OF CONTRACT CLAIMS			
Step 1: Terms of the Contract	Have the Clasings proved that the September 2008 oral contract included the following terms, as terms of the contract are explained in element <i>two</i> of Instruction No. 6? (If you answer "no" to both of the alleged terms, then do not answer any further questions in the Verdict Form. Instead, sign the Verdict Form and notify the Court Security Officer (CSO) that you have reached a verdict. If you answer "yes" to one or more terms, please go on to Step 2 for each such term.)		
(a)	That the "base price" terms for the Clasings' Canadian-born (or Category B) hogs under the parties' prior written agreement would continue until Hormel provided the required period of notice that it would no longer accept the Clasings' Canadian-born hogs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	If you answered "yes," which one of the following was the required period of notice?		
	<input type="checkbox"/> 6 months	<input type="checkbox"/> 90 days	<input checked="" type="checkbox"/> 30 days
(b)	That the "delivery" terms for the Clasings' Canadian-born (or Category B) hogs under the parties' prior course of conduct would continue until Hormel provided the required period of notice that it would no longer accept the Clasings' Canadian-born hogs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

	If you answered "yes," which one of the following was the required period of notice?			
	<input type="checkbox"/> 6 months	<input type="checkbox"/> 90 days	<input checked="" type="checkbox"/> 30 days	
Step 2: Breach of the Contract	For each term for which you answered "yes" in Step 1 , have the Clasings proved that Hormel breached that term, as breach of contract is explained in element <i>four</i> of Instruction No. 6? (If you answer "no" for both alleged breaches, sign the Verdict Form and notify the Court Security Officer (CSO) that you have reached a verdict. If you answer "yes" for one or more alleged breaches, please go on to Part II .)			
	Breach of the "base price" term		Breach of the "delivery" term	
	by changing the "base price" for the Clasings' Canadian-born hogs without providing the Clasings with the required period of notice that Hormel would no longer accept those hogs		by imposing new restrictions on the manner of "delivery" of the Clasings' Canadian-born hogs without providing the Clasings with the required period of notice that Hormel would no longer accept those hogs	
	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
II. HORMEL'S DEFENSES				
Step 1: Modifi- cation	For any alleged breach that you found in Part I, Step 2 , has Hormel proved that the Clasings agreed to modification of the pertinent term, as "modification" is explained in Instruction No. 7? (If you answer "yes" as to any term, you cannot award damages for breach of that term. Whether you answer "yes" or "no" as to any term in this Step , please also go on to consider Hormel's "waiver" defense as to such term in Step 2 .)			
	Modification of the "base price" term		Modification of the "delivery" term	
	to allow Hormel to change the "base price" for the Clasings' Canadian-born hogs without providing the required period of notice		to allow Hormel to change the manner of "delivery" for the Clasings' Canadian-born hogs without providing the required period of notice	
	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Step 2: Waiver	<i>For any alleged breach that you found in Part I, Step 2, has Hormel proved that the Clasings waived the required period of notice, as "waiver" is explained in Instruction No. 8? (If you answer "yes" as to any term, you cannot award damages for breach of that term. If you found in this Part that "modification," "waiver," or both permitted a change to each term, then please sign the Verdict Form and inform the Court Security Officer (CSO) that you have reached a verdict. Otherwise, please go on to Part III.)</i>			
	Waiver of the "base price" term		Waiver of the "delivery" term	
	Waiver of the required period of notice for Hormel to change the "base price" for the Clasings' Canadian-born hogs		Waiver of the required period of notice for Hormel to change the manner of "delivery" for the Clasings' Canadian-born hogs	
	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
III. THE CLASINGS' DAMAGES				
Step 1: Damages	<i>If you found a breach of a term in Part I, Step 2, and you did not find either "modification" or "waiver" permitted a change to that term in Part II, what amount, if any, do you award as damages for that breach of contract, as "damages" are explained in Instruction No. 9 and Instruction No. 10?</i>			
	Damages for breach of the "base price" term		Damages for breach of the "delivery" term	
	\$ _____		\$ _____	
Step 3: Mitigation of Damages	<i>For each kind of damages that you awarded in Step 1, what amount, if any, has Hormel proved that those damages must be reduced for the Clasings' failure, if any, to mitigate damages, as "mitigation of damages" is explained in Instruction No. 11?</i>			
	Reduction for failure to mitigate damages for breach of the "base price" term		Reduction for failure to mitigate damages for breach of the "delivery" term	
	\$ _____		\$ _____	
TOTAL	\$ _____		\$ _____	

3/13/14

Date

/s/