

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF IOWA
EASTERN DIVISION

HORMEL FOODS CORPORATION,

Plaintiff,

vs.

CRYSTAL DISTRIBUTION
SERVICES, INC.,

Defendant.

No. C09-2011

VERDICT FORM

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

HORMEL'S CLAIM

QUESTION NO. 1: Did Hormel prove by the greater weight or preponderance of the evidence its claim that Crystal breached the contract by failing to pay Hormel for damage to Hormel's products resulting from Crystal's negligence?

Answer "Yes" or "No"

ANSWER: yes

QUESTION NO. 2: Did Hormel prove by the greater weight or preponderance of the evidence its claim that Crystal breached the contract by failing to maintain a warehouseman's legal liability policy covering all risks of loss, or providing a satisfactory bond covering all risks of loss?

Answer "Yes" or "No"

ANSWER: NO

VERDICT FORM (Cont'd)

QUESTION NO. 3: Did Hormel prove by the greater weight or preponderance of the evidence its claim that Crystal breached the contract by failing to keep its facilities in a clean and sanitary condition or in good repair?

Answer "Yes" or "No"

ANSWER: yes

QUESTION NO. 4: Did Hormel prove by the greater weight or preponderance of the evidence its claim that Crystal breached the contract by failing to keep the products stored at specified temperatures?

Answer "Yes" or "No"

ANSWER: yes

[INSTRUCTION: If you answered "Yes" to one or more of the above questions, then proceed to Question No. 5. If you answered "No" to all of the above questions, then do not answer Question Nos. 5, 6, or 7.]

QUESTION NO. 5: State the amount of damages Hormel sustained as a result of Crystal's breach of contract. *[Do not reduce the amount you state below by any amount Hormel received from its insurance companies.]*

\$ 4,016,126.

VERDICT FORM (Cont'd)

QUESTION NO. 6: What amount of Hormel's damages do you find was paid by Hormel's insurance companies?

\$ 3,016,126.

QUESTION NO. 7: Did Hormel prove by the greater weight or preponderance of the evidence that it must repay its insurance companies from the proceeds of any recovery from Crystal?

Answer "Yes" or "No"

ANSWER: Yes

[INSTRUCTION: If you awarded damages to Hormel in response to Question No. 5, then do not answer Questions Nos. 8-12. If you did not award damages to Hormel, then proceed to Question No. 8]

CRYSTAL'S CLAIM

QUESTION NO. 8: Did Crystal prove by the greater weight or preponderance of the evidence its claim that Hormel breached the contract by failing to pay Crystal for disposal of the damaged products?

Answer "Yes" or "No"

ANSWER: _____

[INSTRUCTION: If you answered "Yes" to Question No. 8, then do not answer Question No. 9, and instead proceed directly to Question No. 10. If you answered "No" to Question No. 8, then proceed to Question No. 9.]

VERDICT FORM (Cont'd)

QUESTION NO. 9: Did Crystal prove by the greater weight or preponderance of the evidence its claim for quantum meruit based on Hormel's failure to pay Crystal for disposal of the damaged products?

Answer "Yes" or "No"

ANSWER: _____

[INSTRUCTION: If you answered "Yes" to Question No. 9, then proceed to Question No. 10. If you answered "No" to Question No. 9, then do not answer any more questions.]

QUESTION NO. 10: State the amount of damages Crystal sustained as a result of Hormel's failure to pay the costs associated with disposal of the damaged products.

\$ _____

QUESTION NO. 11: What amount of Crystal's damages do you find was paid by Crystal's insurance companies?

\$ _____

VERDICT FORM (Cont'd)

QUESTION NO. 12: Did Crystal prove by the greater weight or preponderance of the evidence that it must repay its insurance companies from the proceeds of any recovery from Hormel?

Answer "Yes" or "No"

ANSWER: _____

DATED this 16th day of April, 2012.

/s/Foreperson

FOREPERSON

/s/Juror

Juror

/s/Juror

Juror