

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

DAVID and BARBARA STULTS,

Plaintiffs,

vs.

INTERNATIONAL FLAVORS AND  
FRAGRANCES, INC., and BUSH  
BOAKE ALLEN, INC.,

Defendants.

No. C 11-4077-MWB

**VERDICT FORM**

On the Stultses' claims and the Defendants' specific defenses, we, the Jury,  
find as follows:

<b>I. THE STULTSES' CLAIMS</b>			
<b>Step 1:</b> Verdicts	On each of the Stultses' claims, in whose favor do you find? <i>(If you find in favor of the Stultses on their "breach of implied warranty" claim, go on to consider your verdict on Barbara Stults's "loss of consortium" claim in Step 1(b) and the remaining questions in the verdict form. On the other hand, if you find in favor of the Defendants on the Stultses' "breach of implied warranty" claim in Step 1(a), then do not answer any further questions in the Verdict Form. Instead, please sign the Verdict Form and notify the Court Security Officer (CSO) that you have reached a verdict.)</i>		
<b>(a)</b>	On the "breach of implied warranty" claim, as explained in Instruction No. 7?	<input type="checkbox"/> The Stultses	<input checked="" type="checkbox"/> The Defendants
<b>(i)</b>	If you found in favor of the Stultses on the "breach of implied warranty" claim in <b>Step 1(a)</b> , in which one or both of the following ways was the implied warranty breached?		
	<input type="checkbox"/> The diacetyl fumes emitted from the heated butter flavoring were potentially hazardous to breathe		
	<input type="checkbox"/> Diacetyl-free butter flavorings, which did not emit fumes that were potentially hazardous to breathe, were available for use in microwave popcorn		

(ii)	If you found in favor of the Stultses on the "breach of implied warranty" claim in Step 1(a), did the wrongful conduct of the Defendants at issue in the "breach of implied warranty" claim cause David a permanent loss of a vital bodily function, as explained in Instruction No. 8? (I will determine the effect of your determination on this question.)		
	___ Yes	___ No	
(iii)	If you found in favor of the Stultses on the "breach of implied warrant" claim in Step 1(a), and you found that David Stults sustained a permanent loss of a vital bodily function in Step(1)(a)(ii), do you find that the Defendants' conduct in causing the permanent loss of a vital bodily function was so reckless as to demonstrate a substantial lack of concern for whether an injury would result, as explained in Instruction No. 8?		
	___ Yes	___ No	
(b)	On the "loss of consortium" claim, as explained in Instruction No. 9?	___ The Stultses	___ The Defendants
<b>Step 2:</b> Damages	What amounts, if any, do you award for each of the following items of compensatory damages, on each claim on which you found that the Stultses won in Step 1(a), as items of damages are explained in Instruction No. 11?		
(a)	<b>Damages For David's Injuries</b>		
(i)	<b>Economic damages</b>		
	<del>Past reasonable expenses of necessary medical care, treatment, and services:</del>	\$ _____	
	Future reasonable expenses of necessary medical care, treatment, and services:	\$ _____	
	Past lost wages:	\$ _____	
	Future lost earning capacity:	\$ _____	
	<del>Past reasonable expenses that have been required as a result of David's injury:</del>	\$ _____	
	Future reasonable expenses that are reasonably certain to be required in the future as a result of David's injury:	\$ _____	
	<b>Total of economic damages:</b>	\$ _____	
(ii)	<b>Non-economic damages</b>		
	Past mental pain and suffering	\$ _____	

	Future mental pain and suffering:	\$ _____
	Past physical pain and suffering:	\$ _____
	Future physical pain and suffering:	\$ _____
	Past disability, including the loss or impairment of lung function:	\$ _____
	Future disability, including the loss or impairment of lung function:	\$ _____
	<b>Total of non-economic damages:</b>	\$ _____
<b>(b)</b>	<b>Damages For Loss Of Consortium</b>	
<b>(i)</b>	<b>Economic damages</b>	
	Past loss of the services:	\$ _____
	Future loss of services:	\$ _____
	<b>Total of economic damages:</b>	\$ _____
<b>(ii)</b>	<b>Non-economic damages</b>	
	Past loss of the society, companionship, and sexual relationship:	\$ _____
	Future loss of the society, companionship, and sexual relationship:	\$ _____
	<b>Total of non-economic damages:</b>	\$ _____

<b>II. THE DEFENDANTS' SPECIFIC DEFENSES</b>		
<b>Step 1:</b> Sole Proximate Cause	On the Defendants' "sole proximate cause" specific defense, as explained in Instruction No. 12, in whose favor do you find? <i>(You must not be concerned with the effect of your finding on this specific defense. The effect of your finding on this specific defense is for me to determine.)</i>	
	___ The Defendants	___ The Stultses
<b>Step 2:</b> Fault Of Others	On the Defendants' "fault of others" specific defense, as explained in Instruction No. 13, in whose favor do you find? <i>(If you find in favor of the Defendants, please answer the question in Step 2(b). On the other hand, if you find in favor of the Stultses, please sign the Verdict Form and notify the Court Security Officer (CSO) that you have reached a verdict.)</i>	
<b>(a)</b>	___ The Defendants	___ The Stultses

<b>(b)</b>	<p><i>If you found in favor of the Defendants in Step 2(a), please identify (i) which one or more non-parties were at fault, (ii) the way or ways in which each such non-party was at fault, and (iii) each such non-party's percentage of fault. You must then allocate the Defendants a percentage of fault. Remember that the percentage of the Defendants' fault and the percentage of fault of any non-parties must add up to 100 percent.</i></p>		
	<b>(i) non-parties at fault</b>	<b>(ii) way(s) that non-party was at fault</b>	<b>(iii) percentage of fault</b>
	<input type="checkbox"/> American Pop Corn Company	<input type="checkbox"/> Design defect <input type="checkbox"/> Warning defect <input type="checkbox"/> Breach of implied warranty	<input type="text"/> %
	<input type="checkbox"/> ConAgra Foods, Inc.	<input type="checkbox"/> Design defect <input type="checkbox"/> Warning defect <input type="checkbox"/> Breach of implied warranty	<input type="text"/> %
	<input type="checkbox"/> General Mills, Inc.	<input type="checkbox"/> Design defect <input type="checkbox"/> Warning defect <input type="checkbox"/> Breach of implied warranty	<input type="text"/> %
	<input type="checkbox"/> Givaudan Flavors Corp.	<input type="checkbox"/> Design defect <input type="checkbox"/> Warning defect <input type="checkbox"/> Breach of implied warranty	<input type="text"/> %
	<input type="checkbox"/> Chr. Hansen, Inc.	<input type="checkbox"/> Design defect <input type="checkbox"/> Warning defect <input type="checkbox"/> Breach of implied warranty	<input type="text"/> %
	<input type="checkbox"/> Firmenich, Inc.	<input type="checkbox"/> Design defect <input type="checkbox"/> Warning defect <input type="checkbox"/> Breach of implied warranty	<input type="text"/> %
	<input type="checkbox"/> Sensient Flavors, Inc.	<input type="checkbox"/> Design defect <input type="checkbox"/> Warning defect <input type="checkbox"/> Breach of implied warranty	<input type="text"/> %

	___ Symrise, Inc.	___ Design defect ___ Warning defect ___ Breach of implied warranty	___ %
	The Defendants		___ %
	<b>Total of the Defendants' and any Non-Parties' fault (Must add up to 100%)</b>		___ %

8-19-14

Date