

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

CRST EXPEDITED, INC.,

Plaintiff,

vs.

SWIFT TRANSPORTATION CO.,

Defendant.

No. 17-cv-25-CJW-KEM

JURY INSTRUCTIONS

Members of the Jury:

In the next few moments, I am going to give you instructions about this case and about your duties as jurors. I will also give you additional instructions at a later time. Unless I specifically tell you otherwise, all instructions—both those I give you now and those I give you later—are equally binding on you and must be followed.

The instructions I am about to give you now are in writing and will be available to you in the jury room.

INSTRUCTION NO. 1

You must follow all instructions I give you, whether written or oral. You must not single out some instructions and ignore others, because *all* are important. The written instructions I give you now and at the end of the trial will be available to you in the jury room. I emphasize, however, that written instructions are not more important than oral ones. Again, *all* instructions, whenever given and whether in writing or not, must be followed. In considering these instructions, do not attach any significance to the order of these instructions.

INSTRUCTION NO. 2

Your duty is to decide what the facts are from the evidence. You are allowed to consider the evidence in the light of your own observations, experiences and common sense. After you have decided what the facts are, you will have to apply those facts to the law that I give you in these and in my other instructions. Only you will decide what the facts are. You must follow my instructions, however, whether you agree with them or not.

INSTRUCTION NO. 3

This is a civil case brought by CRST Expedited, Inc. (“CRST”) against Swift Transportation Company (“Swift”). CRST contends that Swift intentionally and improperly interfered with employment contracts truck drivers entered into with CRST. CRST claims it suffered damages as a result of this conduct. CRST also contends that Swift was unjustly enriched by interfering with those employment contracts. Swift denies that it intentionally and improperly interfered with employment contracts between CRST and truck drivers and denies that it was unjustly enriched as a result.

Do not consider this summary as proof of any claims or defenses. Rather, it will be your duty to decide from the evidence whether CRST is entitled to a verdict against Swift. Do not let sympathy, or your own likes or dislikes, influence you. The law requires you to come to a just verdict based only on the evidence, your common sense, the law that I give you in my instructions, and nothing else.

Nothing I say or do during this trial is meant to suggest what I think of the evidence or what I think your verdict should be.

The fact that CRST and Swift are companies should not affect your decision. These companies are considered “persons” under the law and all persons and companies, whether large or small, are entitled to the same fair and conscientious consideration by you, just as any other person would be entitled to.

Each party has several lawyers and company representatives who have been and will be involved in this case. Not all of those persons may appear in this courtroom, or appear at all times in this courtroom, during the course of this trial. You should give no consideration to who does or does not appear for a party in this courtroom at any given time. If a lawyer or representative is not present in, or comes and goes from the courtroom during this trial, it is with the Court’s permission.

INSTRUCTION NO. 4

When I use the word “evidence,” I mean the testimony of witnesses; documents and other things I receive as exhibits; any facts that I may tell you the parties have agreed are true; and any other facts that I tell you to accept as true.

Some things are not evidence. I will tell you now what is not evidence:

1. Lawyers’ statements, arguments, questions, and comments are not evidence.
2. Documents or other things that might be in court or talked about, but that I do not receive as exhibits, are not evidence.

3. Objections are not evidence. The parties have a right—and sometimes a duty—to object when they believe something should not be a part of the trial. Do not be influenced one way or the other by objections. If I sustain a party’s objection to a question or an exhibit, that means the law does not allow you to consider that information. When that happens, you must ignore the question, answer, or exhibit, and you must not try to guess what the information might have been.

4. Testimony and exhibits that I strike from the record, or tell you to disregard, are not evidence, and you must not consider them.

5. Anything you see or hear about this case outside the courtroom is not evidence, and you must not consider it.

Also, I might tell you that you can consider a piece of evidence for one purpose only, and not for any other purpose. If that happens, I will tell you for what purpose or purposes you can and cannot consider the evidence.

INSTRUCTION NO. 5

There are two types of evidence from which you may properly find the truth as to the facts of this case: direct evidence and circumstantial evidence. Direct evidence is the evidence of the witnesses to a fact or facts of which they have knowledge by means of their senses. The other is circumstantial evidence—the proof of a chain of circumstances pointing to the existence or nonexistence of certain facts. The law makes no distinction between direct and circumstantial evidence. You should give all evidence the weight and value you believe it is entitled to receive.

INSTRUCTION NO. 6

During the trial, I will sometimes need to talk privately with the lawyers. I may talk with them here at the bench while you are in the courtroom, or I may call a recess and let you leave the courtroom while I talk with the lawyers. Either way, please understand that while you are waiting, we are working. We have these conferences to make sure that the trial is proceeding according to the law and to avoid confusion or mistakes. We will do what we can to limit the number of these conferences and to keep them as short as possible.

INSTRUCTION NO. 7

At the end of the trial, you will have to make your decision based on what you recall of the evidence. You will not have a written copy of the testimony for reference during deliberations. Because of this, you have to pay close attention to the testimony and other evidence as it is presented here in the courtroom.

If you wish, however, you may take notes to help you remember what witnesses say. If you do take notes, do not show them to anyone until you and your fellow jurors go to the jury room to decide the case after you have heard and seen all of the evidence. And do not let taking notes distract you from paying close attention to the evidence as it is presented.

During deliberations, in any conflict between your notes, a fellow juror's notes, and your memory, your memory must prevail. Remember that notes sometimes contain the mental impressions of the note taker and can be used only to help you recollect what the testimony was.

Before the opening statements, we will give each juror an envelope with a pad and pen in it. The envelopes are numbered according to your seat in the jury box. When you leave for breaks or at night, please put your pad and pen in the envelope and leave the envelope on your chair. Your notes will be secured, and they will not be read by anyone. At the end of trial and your deliberations, your notes should be left in the jury room for destruction.

INSTRUCTION NO. 8

To ensure this trial is fair to both parties, you must follow the following rules:

First, do not talk or communicate among yourselves about this case, or about anyone involved with it, until the end of the trial when you go to the jury room to consider your verdict.

Second, do not talk with anyone else about this case, or about anyone involved with it, until the trial has ended and you have been discharged as jurors.

Third, when you are outside the courtroom, do not let anyone tell you anything about the case, or about anyone involved with it until the trial has ended and your verdict has been accepted by me. If someone tries to talk to you about the case during the trial, please report it to the Court Security Officer.

Fourth, during the trial, do not talk with or speak to any of the parties, lawyers, or witnesses in this case—not even to pass the time of day. It is important not only that you do justice in this case, but that you also give the appearance of doing justice. If a person from one side of the case sees you talking to a person from the other side—even if it is simply to pass the time of day—an unwarranted and unnecessary suspicion about your fairness might be aroused. If any lawyer, party, or witness does not speak to you when you pass in the hall or the like, it is because they are not supposed to talk or visit with you.

Fifth, you may need to tell your family, close friends, and other people that you are a part of this trial. You can tell them when you have to be in court, and you can warn them not to ask you about this case, tell you anything they know or think they know about this case, or talk about this case in front of you. But, you must not communicate with anyone or post information in any manner about the parties, witnesses, participants, claims, evidence, or anything else related to this case.

(continued)

INSTRUCTION NO. 8 (continued)

You must not tell anyone anything about the jury's deliberations in this case until after I accept your verdict or until I give you specific permission to do so. If you talk about the case with someone besides the other jurors during deliberations, it may appear as if you might already have decided the case or that you might be influenced in your verdict by their opinions. That would not be fair to the parties, and it might result in the verdict being thrown out and the case having to be tried over again. During the trial, while you are in the courthouse and after you leave for the day, do not give any information to anyone, by any means, about this case. For example, do not talk face-to-face or use any electronic device, such as a telephone, cell phone, smart phone, Blackberry, PDA, computer, or computer-like device to discuss this case. Likewise, do not use the Internet or any Internet service; do not text or send instant messages; do not go on or use any Internet or other medium, including an Internet chat room, blog, or other websites such as Facebook, MySpace, YouTube, or Twitter about this case. In other words, do not communicate with anyone about this case—except for the other jurors during deliberations—until I accept your verdict.

Sixth, do not do any research—on the Internet, in libraries, newspapers, or otherwise—and do not investigate this case on your own. Do not visit or view any place discussed in this case, and do not use the Internet or other means to search for or view any place discussed in the testimony. Also, do not look up any information about this case, the law, or the people involved, including the parties, the witnesses, the lawyers, or the judge.

(continued)

INSTRUCTION NO. 8 (continued)

Seventh, do not send, read or otherwise receive any information, including any news stories or Internet articles or blogs that are about the case, or about anyone involved with it. Do not listen to any radio or television reports, or digital streaming, about the case or about anyone involved with it. In fact, until the trial is over, I suggest that you reduce or limit reading or receiving any digital streaming or any newspapers or news journals, and avoid listening to any television or radio newscasts at all. I do not know whether there will be news reports about this case, but if there are, you might accidentally find yourself reading or listening to something about the case. If you want, you can have someone collect information or clip out any stories and set them aside to give to you after the trial is over. I can assure you, however, that by the time you have heard all the evidence in this case, you will know what you need to return a just verdict.

The parties have a right to have you decide their case based only on evidence admitted here in court. If you research, investigate, experiment on your own, or get information from other sources, your verdict might be influenced by inaccurate, incomplete, or misleading information. Witnesses here in court take an oath to tell the truth, and the accuracy of their testimony is tested through cross-examination. All of the parties are entitled to a fair trial and an impartial jury, and you have to conduct yourselves in a way that assures the integrity of the trial process. If you decide a case based on information not admitted in court, you will deny the parties a fair trial. You will deny them justice. Remember, you have taken an oath to follow the rules, and you must do so.

Eighth, do not make up your mind during the trial about what your verdict should be. Keep an open mind until after you and your fellow jurors have discussed all of the evidence.

INSTRUCTION NO. 9

The trial will proceed in the following manner:

First, CRST's lawyer may make an opening statement. Next, Swift's lawyer may make an opening statement. An opening statement is not evidence, but it is a summary of the evidence the parties expect you will see and hear during the trial.

Second, after opening statements, CRST will then present evidence. Swift's lawyer will have a chance to cross-examine CRST's witnesses. After CRST has finished presenting its case, Swift may present evidence, and CRST's lawyer will have a chance to cross-examine Swift's witnesses.

Third, after you have seen and heard all of the evidence from both sides, the lawyers will make closing arguments that summarize and interpret the evidence. Just as with opening statements, closing arguments are not evidence.

Fourth, after the closing arguments, I will instruct you further on the law.

Finally, after the closing arguments and after my instructions you will go to the jury room to deliberate and decide on your verdict.

INSTRUCTION NO. 10

In deciding what the facts are, you may have to decide what testimony you believe and what testimony you do not believe. You may believe all of what a witness said, or only part of it, or none of it.

You may consider a witness's intelligence; the opportunity the witness had to see or hear the things testified about; a witness's memory, knowledge, education, and experience; any reasons a witness might have for testifying a certain way; how a witness acted while testifying; whether a witness said something different at another time; whether a witness's testimony sounded reasonable; and whether or to what extent a witness's testimony is consistent with other evidence you believe.

In deciding whether to believe a witness, remember that people sometimes hear or see things differently and sometimes forget things. You will have to decide whether a contradiction is an innocent misrecollection, or a lapse of memory, or an intentional falsehood; that may depend on whether it has to do with an important fact or only a small detail.

INSTRUCTION NO. 11

You may hear testimony from one or more witnesses who, by knowledge, skill, training, education or experience, have become expert in some field. These witnesses may state their opinions on matters in that field and may also state the reasons for their opinion. This testimony should be considered by you just like any other testimony. You may accept or reject it, and give it as much weight as you think it deserves, considering the witness's education and experience, the soundness of the reasons given for the opinion, the acceptability of the methods used, and all the other evidence in the case.

INSTRUCTION NO. 12

You will have to decide whether certain facts have been proved by the greater weight of the evidence, also referred to as “the preponderance of the evidence.” A fact has been proved by the preponderance of the evidence if you find that it is more likely true than not true. You decide that by considering all of the evidence and deciding what evidence is more believable. The preponderance of the evidence does not depend upon the number of witnesses testifying on one side or the other.

You have probably heard the phrase “proof beyond a reasonable doubt.” That is a stricter standard than the preponderance of the evidence standard. The proof beyond a reasonable doubt standard applies in criminal cases, but not in this civil case; so put it out of your mind.

INSTRUCTION NO. 13

The parties may introduce charts and summaries into evidence as exhibits. You may use those charts and summaries as evidence, even though the underlying documents and records may not be in the courtroom. The opposing party may, however, challenge the accuracy of those charts and summaries. It is for you to decide how much weight, if any, you will give to them. In making that decision, you should consider all of the testimony you heard about the way they were prepared.

INSTRUCTION NO. 14

Testimony may be presented to you in the form of depositions. A deposition is the recorded answers a witness made under oath to questions asked by lawyers before trial. The deposition testimony to be offered may be recorded in writing and be read to you, or it may be recorded by video and be played for you. You should consider the deposition testimony, and judge its credibility, as you would that of any witness who testifies here in person. If deposition testimony is read by one of the lawyers, you should not place any significance on the manner or tone of voice used to read the witness's answers to you.

Testimony may also be presented to you in the form of live video by witnesses living in remote locations in the United States. When parties agree, and the Court approves it, testimony may be presented in this manner. You should consider the video testimony, and judge its credibility, as you would that of any witness who testifies here in person.

INSTRUCTION NO. 15

For CRST to prevail on its claim that Swift intentionally interfered with contracts, CRST must prove all of the following elements by a preponderance of the evidence:

First, CRST had employment contracts with drivers;

The contracts CRST had with its drivers included a “noncompete” clause. An employment contract may include such a clause, allowing an employee to leave employment with a company at the employee’s option, but prohibiting the employee for a period of time from engaging in employment that would compete with the former employer. The noncompete clauses in each of CRST’s drivers’ contracts were to last for a certain period of time, unless a driver repaid CRST for his training costs.

Second, Swift knew of the employment contracts between CRST and the drivers at issue in this case, or had knowledge of facts which, if followed by reasonable inquiry, would have led Swift to know of the contracts;

Third, Swift intentionally and improperly interfered with the contracts;

Fourth, Swift’s conduct caused the drivers not to perform their contracts; and

Fifth, Swift’s conduct resulted in damage to CRST.

If CRST fails to prove any one or more of these elements, Swift is not liable to CRST for damages. If CRST proves all of these elements, Swift is liable to CRST for damages.

A person’s interference with a contract is intentional if the person either interferes with the contract on purpose or knows the conduct is substantially certain to interfere with the contract.

In determining whether Swift’s conduct was improper, you should determine whether the conduct was fair and reasonable under the circumstances.

(continued)

INSTRUCTION NO. 15 (continued)

A contract involves established interests that are not subject to interference on the basis of competition alone. In determining whether Swift's conduct was improper, you may consider:

- (1) the nature of Swift's conduct;
- (2) Swift's motive;
- (3) CRST's interests that Swift's conduct interfered with;
- (4) social interests in protecting CRST's contracts and Swift's freedom of action;
- (5) the nearness or remoteness of Swift's conduct to the interference;
- (6) the relationships between the parties, and
- (7) the interest sought to be advanced by Swift.

INSTRUCTION NO. 16

For CRST to prevail on its claim that Swift was unjustly enriched, CRST must prove all of the following elements by a preponderance of the evidence:

First, Swift was enriched by a benefit from the services of drivers with whom CRST had contracts;

Second, Swift's enrichment was at the expense of CRST; and

Third, it is unjust to allow Swift to retain a benefit those drivers provided to Swift under the circumstances.

If CRST fails to prove any one or more of these elements, Swift is not liable to CRST for damages. If CRST proves all of these elements, Swift is liable to CRST for damages.

July 15, 2019

Date



C.J. Williams
United States District Judge
Northern District of Iowa

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

CRST EXPEDITED, INC.,

Plaintiff,

vs.

SWIFT TRANSPORTATION CO.,

Defendant.

No. 17-cv-25-CJW-KEM

FINAL JURY INSTRUCTIONS

Members of the jury, the instructions I gave at the beginning of the trial and during the trial are still in effect. Now I am going to give you some additional instructions.

You have to follow all of my instructions—the ones I gave you earlier, as well as those I give you now. Do not single out some instructions and ignore others, because they are all important. You will have copies of all of the instructions, those I gave you at the beginning of trial and those I am giving you now, in the jury room.

INSTRUCTION NO. 17

It is my duty to instruct you about damages. By instructing you on damages, I do not mean to suggest what your verdict should be on any claim.

If you find for CRST on one or both of its claims, then you must determine what, if any, damages to award on each claim independently. You cannot determine a single award and apportion the amount between the two claims. If you find for CRST on both the interference with contract claim and the unjust enrichment claim, you cannot award damages twice for the same harm. "Damages" are the amount of money that will fairly and adequately compensate CRST for any injury that you find it suffered as a result of Swift's conduct. CRST must prove any damages by a preponderance, or greater weight, of the evidence.

In arriving at an amount of damages to compensate CRST for any damages you find CRST sustained, the amount of damages cannot be based on a desire to penalize Swift or anyone else. You should consider whether CRST made efforts to mitigate or reduce its damages in any way. In arriving at an amount of damages, you must not engage in speculation, guess, or conjecture, and you must not award any damages as a result of prejudice or sympathy. You cannot determine the amount of damages by taking down each juror's estimate and agreeing in advance that the average of those estimates will be your damages award.

The measure of damages on CRST's intentional interference with contracts claim is an amount that will place CRST in as good a position as it would have enjoyed if Swift had not interfered with the contracts. In arriving at the amount of damages for this claim, you may consider CRST's lost profits or other lost gains, unrecovered costs or expenses, and additional costs CRST incurred as a result of Swift's conduct.

(continued)

INSTRUCTION NO. 17 (continued)

The measure of damages on CRST's unjust enrichment claim is an amount representing the reasonable value of the benefit Swift received from the services of drivers who had been under contract with CRST. In arriving at the amount of damages for this claim, you may consider the fair market value of the benefit Swift received.

INSTRUCTION NO. 18

CRST also seeks punitive damages against Swift on CRST's intentional interference with contracts claim. If you find in favor of CRST and against Swift on CRST's intentional interference with contracts claim, then you must decide whether, in addition to compensatory damages, an award of punitive damages is also appropriate.

You may award punitive damages if you find that CRST has proven by a preponderance of clear, convincing and satisfactory evidence that Swift's conduct constituted a willful and wanton disregard for the rights of another and caused actual damage to CRST. Conduct is willful and wanton when a person or company intentionally does an act of an unreasonable character in disregard of a known or obvious risk that is so great as to make it highly probable that harm will follow.

Punitive damages are not intended to compensate for injury but are intended to punish and discourage Swift and others from like conduct in the future. You may award punitive damages only if Swift's conduct warrants such a penalty in addition to the amount you award to compensate CRST for its actual injuries.

There is no exact rule to determine the amount of punitive damages, if any, you should award. You may consider the following factors:

1. The nature of Swift's conduct that harmed CRST.
2. The amount of punitive damages that will punish and discourage similar conduct by Swift. You may consider Swift's financial condition or ability to pay. You may not, however, award punitive damages solely because of Swift's wealth or ability to pay.
3. CRST's actual damages. The amount awarded for punitive damages must be reasonably related to the amount of actual damages you award to CRST.
4. The existence and frequency of prior similar conduct.

INSTRUCTION NO. 19

In conducting your deliberations and returning your verdicts, there are certain rules you must follow. I shall list those rules for you now.

First, you will select a foreperson. That person will preside over your discussions and speak for you here in court.

Second, it is your duty, as jurors, to discuss this case with one another in the jury room. You should try to reach agreement, if you can do this without going against what you believe to be the truth, because all jurors have to agree on the verdict. Each of you must come to your own decision, but only after you have considered all of the evidence, discussed the evidence fully with your fellow jurors, and listened to the views of your fellow jurors. Do not be afraid to change your mind if the discussion persuades you that you should. But do not come to a decision just because other jurors think it is right, or just to reach a verdict. Remember you are not for or against any party. You are judges—judges of the facts. Your only job is to study the evidence and decide what is true.

Third, if you need to communicate with me during your deliberations, send me a note signed by one or more of you. Give the note to the Court Security Officer and I will answer you as soon as I can, either in writing or here in court. While you are deliberating, do not tell anyone—including me—how many jurors are voting for any side.

Fourth, your verdict has to be based only on the evidence and on the law that I have given to you in my instructions. Nothing I have said or done was meant to suggest what I think of the evidence or what I think your verdict should be. The verdict is entirely up to you.


INSTRUCTION NO. 20

Attached to these instructions you will find the Verdict Forms. The Verdict Forms are simply the written notices of the decisions that you reach in this case. The answers to the Verdict Forms must be the unanimous decisions of the Jury.

You will take the Verdict Forms to the jury room, and when you have completed your deliberations and each of you has agreed to the answers to the Verdict Forms, your foreperson will fill out the Verdict Forms, sign and date them, and advise the Court Security Officer that you are ready to return to the courtroom. Your foreperson should place the signed Verdict Forms in the blue folder, which I will provide you, and then your foreperson will bring the blue folder when returning to the courtroom.

Finally, members of the Jury, take this case and give it your most careful consideration, and then without fear or favor, prejudice or bias of any kind, return the Verdict Forms in accord with the evidence and these instructions.

July 22, 2019
Date



C.J. Williams
United States District Judge
Northern District of Iowa

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

CRST EXPEDITED, INC.,

Plaintiff,

vs.

SWIFT TRANSPORTATION CO.,

Defendant.

No. 17-cv-25-CJW-KEM

VERDICT FORM A

QUESTION NO. 1: Do you find by a preponderance of the evidence that Swift intentionally and improperly interfered with CRST's drivers' contracts?

ANSWER: _____
(Write in your answer "yes" or "no" in the above blank space)

Note: If you answered "yes" to Question No. 1, then go on to answer Question No. 2. If you answered "no" to Question No. 1, then do not answer Question No. 2, sign and date this Verdict Form, and go on to answer Verdict Form C.

QUESTION NO. 2: State the amount of damages you find CRST sustained as a result of Swift's interference with CRST's drivers' contracts:

ANSWER: \$ _____
(Write in the dollar figure in the above blank space)

Note: If you answered "yes" to Question No. 1 and filled in a dollar figure in response to Question No. 2, then sign and date this Verdict Form and go on to answer Verdict Form B.

FOREPERSON

DATE

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

CRST EXPEDITED, INC.,

Plaintiff,

vs.

SWIFT TRANSPORTATION CO.,

Defendant.

No. 17-cv-25-CJW-KEM

VERDICT FORM B

QUESTION NO. 3: Do you find by a preponderance of clear, convincing and satisfactory evidence that Swift's conduct in interfering with the drivers' contracts was in willful and wanton disregard for the rights of CRST?

ANSWER: _____
(Write in your answer "yes" or "no" in the above blank space)

Note: If you answered "yes" to Question No. 3, then go on to answer Question No. 4. If you answered "no" to Question No. 3, then do not answer Question No. 4, sign and date this Verdict Form, and go on to answer Verdict Form C.

QUESTION NO. 4: State the amount of punitive damages, if any, you award:

ANSWER: \$ _____
(Write in the dollar figure in the above blank space)

Note: If you answered "yes" to Question No. 3 and filled in a dollar figure in response to Question No. 4, go on to answer Question No. 5.

(continued)

QUESTION NO. 5: Was Swift's conduct directed specifically at CRST?

ANSWER: _____

(Write in your answer "yes" or "no" in the above blank space)

Note: If you answered "yes" to Question No. 3, filled in a dollar figure in response to Question No. 4, and answered Question No. 5, then sign and date this Verdict Form and go on to answer Verdict Form C.

FOREPERSON

DATE

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

CRST EXPEDITED, INC.,

Plaintiff,

vs.

SWIFT TRANSPORTATION CO.,

Defendant.

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VERDICT FORM C

QUESTION NO. 6: Do you find by a preponderance of the evidence that Swift was unjustly enriched?

ANSWER: _____
(Write in your answer "yes" or "no" in the above blank space)

Note: If you answered "yes" to Question No. 6, then go on to answer Question No. 7. If you answered "no" to Question No. 6, then do not answer Question No. 7, and sign and date this Verdict Form.

QUESTION NO. 7: State the amount of damages you find CRST sustained as a result of Swift's unjust enrichment:

ANSWER: \$ _____
(Write in the dollar figure in the above blank space)

Note: If you answered "yes" to Question No. 6 and filled in a dollar figure in response to Question No. 7, then sign and date this Verdict Form.

FOREPERSON

DATE