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

DUSTIN REINARD, Individually and as injured Parent of B.R. and K.R., and MISTY REINARD, Plaintiffs, vs. CROWN EQUIPMENT CORP., Defendant.	No. C 16-2094-MWB **INSTRUCTIONS TO THE JURY**

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VERDICT FORM

No. 1 — INTRODUCTION

Congratulations on your selection as a juror!

These Instructions are to help you better understand the trial and your role in it.

As the parties indicated in their brief opening statements before jury selection, this is a civil case in which the Reinards seek damages arising from Mr. Reinard's injury sustained while he was operating a forklift manufactured and sold by Crown Equipment Corporation. The Reinards allege that the forklift had a "design defect." Crown denies that the forklift was defective in design and contends that Mr. Reinard was at fault for his damages.

You have been chosen as jurors to try the issues of fact related to the Reinards' claim and Crown's defense. In making your decisions, you are the sole judges of the facts. You must not decide this case based on personal likes or dislikes, generalizations, gut feelings, prejudices, sympathies, stereotypes, or biases. The law demands that you return a just verdict, based solely on the evidence, these Instructions, and any additional oral or written instructions that I may give you. Do not take anything that I have said or done or that I may say or do as indicating what I think of the evidence or what I think your verdict should be.

Individuals and a corporation, such as the Reinards and Crown, stand equal before the law and are entitled to the same fair consideration. However, a corporation, like Crown, can act only through its agents or employees. Any agent or employee of Crown may bind Crown by acts and statements made while acting within the scope of his or her duties as an employee of Crown.

Please remember that this case is important to the parties and to the fair administration of justice. Therefore, please be patient, consider all the evidence, and do not be in a hurry to reach a verdict just to be finished with the case.

In these Instructions, I will explain how you are to determine whether the Reinards have proved their claim and whether Crown has proved its defense. First, however, I will explain some preliminary matters, including the burdens of proof, what is evidence, and how you are to treat the testimony of witnesses.

No. 2 — BURDENS OF PROOF

Your verdict depends on what facts have been proved. There are two burdens of proof applicable in this case.

The Greater Weight Of The Evidence

Unless I tell you otherwise, facts must be proved "by the greater weight of the evidence." This burden of proof is sometimes called "the preponderance of the evidence."

"Proof by the greater weight of the evidence" is proof that a fact is more likely true than not true.

- It does not depend on which side presented the greater number of witnesses or exhibits
- It requires you to consider all the evidence and decide which evidence is more convincing or believable
  - For example, you may choose to believe the testimony of one witness, if you find that witness to be convincing, even if a number of other witnesses contradict that witness's testimony
  - You are free to disbelieve any testimony or other evidence that you do not find convincing or believable
- If, on any issue in the case, you find that the evidence is equally balanced, then you cannot find that the issue has been proved

Clear, Convincing, And Satisfactory Evidence

In this case, punitive damages require proof "by clear, convincing, and satisfactory evidence."

- This standard is a different and higher standard than "the greater weight of the evidence."
- Evidence is "clear, convincing, and satisfactory" if there is no serious or substantial uncertainty about the conclusion to be drawn from it

* * *

You may have heard that criminal charges require "proof beyond a reasonable doubt." That is a stricter standard than either "the greater weight of the evidence" or "clear, convincing, and satisfactory evidence," and it does not apply in a civil case, such as this one.

No. 3 — DEFINITION OF EVIDENCE

Evidence is

- Testimony, which may be either “live” or “by deposition”
  - A “deposition” is testimony taken under oath, before the trial, and preserved in writing or on video
  - It must be considered as if it had been given in court
- Answers to interrogatories
  - An interrogatory is a written question asked before trial by one party of another, who must answer it under oath in writing
  - Consider interrogatories and the answers to them as if the questions had been asked and answered here in court
- Exhibits admitted into evidence, but exhibits are not necessarily more important than any other evidence
- Stipulations, which are agreements between the parties that certain facts are true
  - You must treat stipulated facts as proved

Evidence is ***not***

- testimony I tell you to disregard
- exhibits that are not admitted into evidence
- statements, arguments, questions, and comments by the lawyers
- objections and rulings on objections

- anything you see or hear about this case outside the courtroom

Some exhibits consisting of charts and summaries may be shown to you to help explain the facts disclosed by books, records, or other underlying evidence in the case.

- Such summary exhibits are not evidence or proof of any facts
- They are used for convenience
- In deciding how much weight to give summaries, you must
    - decide if they correctly reflect the facts shown by the evidence
    - consider testimony about the way in which the summaries were prepared

You may have heard of "direct" or "circumstantial" evidence.

- "Direct" evidence is direct proof of a fact
    - An example is testimony by a witness about what that witness personally saw, heard, or did
- "Circumstantial" evidence is proof of one or more facts from which you could find another fact
    - An example is testimony that a witness personally saw a broken window and a brick on the floor from which you could find that the brick broke the window
- You should consider both kinds of evidence, because the law makes no distinction between their weight

Some evidence may be admitted only for a limited purpose.

- I will tell you if that happens
- I will instruct you on the purposes for which the evidence can and cannot be used

The weight to be given any evidence—whether that evidence is "direct" or "circumstantial," or in the form of testimony, an exhibit, or a stipulation—is for you to decide.

No. 4 — TESTIMONY OF WITNESSES

You may believe all of what any witness says, only part of it, or none of it. In evaluating a witness's testimony, consider the witness's

- Opportunity to have seen and heard what happened
- Motives for testifying
- Interest in the outcome of the case
- The reasonableness of the witness's testimony
- Memory. Memory is not an exact recording of past events, and witnesses may misremember events and conversations. Scientific research has established
  - that human memory is not at all like video recordings that a witness can simply replay to remember precisely what happened
  - that when a witness has been exposed to statements, conversations, questions, writings, documents, photographs, media reports, and opinions of others, the accuracy of their memory may be affected and distorted
  - that a witness's memory, even if testified to in good faith and with a high degree of confidence, may be inaccurate, unreliable, and falsely remembered; thus, human memory can be distorted, contaminated, or changed, and events and conversations can even be falsely imagined
  - that distortion, contamination, and falsely imagined memories may happen at the acquisition of the memory (perception of

events); the storage of the memory (period of time between acquisition and retrieval); and/or the retrieval of the memory (recalling stored information)

- Demeanor. Scientific research has established
  - that there is not necessarily a relationship between how confident witnesses are about their testimony and the accuracy of their testimony; thus, less confident witnesses may be more accurate than confident witnesses
  - that common cultural cues, like shifty eyes, shifty body language, the failure to look one in the eye, grimaces, stammering speech, and other mannerisms, are not necessarily correlated to witness deception or false or inaccurate testimony

In evaluating a witness's testimony, also consider the following:

- Any differences between what the witness says now and said earlier
- Any inconsistencies between the witness's testimony and any other evidence that you believe
- Whether any inconsistencies are the result of seeing or hearing things differently, actually forgetting things, or innocent mistakes or are, instead, the result of lies or phony memory lapses, and
- Any other factors that you find bear on believability or credibility

You should not give any more or less weight to a witness's testimony just because the witness is an expert.

- An expert witness may be asked a “hypothetical question,” in which the expert is asked to assume certain facts are true and to give an opinion based on that assumption
- If a “hypothetical question” assumes a fact that is not proved by the evidence, you should decide if the fact not proved affects the weight that you should give to the expert’s answer

You may give any witness’s opinion whatever weight you think it deserves, but you should consider

- the reasons and perceptions on which the opinion is based
- any reason that the witness may be biased, and
- all the other evidence in the case

It is your exclusive right to give any witness’s testimony whatever weight you think it deserves.

No. 5 — THE REINARDS' "DESIGN DEFECT" CLAIM

The Reinards claim that the Crown Stand-up Forklift that Mr. Reinard was operating on July 22, 2014, was defectively designed. Crown denies that its Stand-up Forklift was defectively designed.

The parties agree that Crown designed the stand-up forklift that Mr. Reinard was operating at the time of his injury; that Crown was engaged in the business of designing the stand-up forklift Mr. Reinard was using; and that the forklift had not been modified after it left Crown's control. Therefore, to win on their "design defect" claim, the Reinards must prove *all* the following elements by the greater weight of the evidence:

***One*, the forklift designed by Crown and operated by Mr. Reinard on July 22, 2014, had a design defect at the time it left Crown's control.**

> The Reinards allege that the Crown Stand-up Forklift being operated by Dustin Reinard on July 22, 2014 was defectively designed, because it allowed his left foot to leave the operator's compartment in a foreseeable collision event and be crushed between the forklift and the pole with which the forklift collided.

***Two*, a reasonable alternative safer design of the forklift could have been practically adopted at the time of the sale or the distribution of the forklift.**

> The Reinards allege that a "reasonable alternative safer design" to the Crown Stand-up Forklift was the following:
>
> - a safety door to keep the operator in the occupant compartment during a reasonably foreseeable collision with a fixed object

You must unanimously agree on whether this alternative was a "reasonable alternative safer design" at the time of the sale or distribution of the Crown Stand-up Forklift being used by Mr. Reinard.

As to the "reasonable alternative safer design" requirement in this element and elements *three*, *four*, and *five*, below, you may consider the following factors and their interaction to determine whether an alternative design is reasonable and whether its omission renders the forklift not reasonably safe:

- The magnitude and probability of the foreseeable risks of harm;
- The instructions and warnings accompanying the forklift;
- Consumer expectations about forklift performance and the dangers attendant to use of the forklift, including expectations arising from portrayal and marketing of the forklift;
- Whether the risk presented by the forklift is open and obvious to, or generally known by, foreseeable users;
- The technological feasibility and practicality of the alternative design;
- Whether the alternative design could be implemented at a reasonable cost;
- The relative advantages and disadvantages of the forklift as designed and as it alternatively could have been designed;
- The likely effects of the alternative design on forklift longevity, maintenance, repair, esthetics, efficiency, and utility;

- The range of consumer choice among similar forklifts, with and without the alternative design;
- The overall safety of the forklift with and without the alternative design and whether the alternative design would introduce other dangers of equal or greater magnitude;
- The custom and practice in the industry and how Crown's design of the forklift compares with other competing forklifts in actual use; and
- Any other factor shown by the evidence bearing on this question.

You may give the presence or absence of any factor whatever weight you think it deserves, but the factors should be considered as a whole.

***Three*, the alternative design would have reduced or avoided the foreseeable risks of harm posed by the forklift.**

***Four*, the omission of the alternative design rendered the forklift not reasonably safe.**

***Five*, the alternative design would have reduced or prevented Mr. Reinard's harm.**

***Six*, the design defect was a cause of Mr. Reinard's damage.**

A defect in a product was "a cause" of damage when the damage would not have happened except for the defect.

If the Reinards do *not* prove *all* these elements by the greater weight of the evidence, then you must find in favor of Crown on this claim. On the other hand,

if the Reinards do prove all these elements by the greater weight of the evidence, then you must consider Crown's defense of "comparative fault."

No. 6 — CROWN'S "COMPARATIVE FAULT" DEFENSE

Crown argues that Mr. Reinard was at fault for his damages. Damages may be the fault of more than one person. "Fault" means one or more acts or omissions toward oneself or another that cause damage. In this case, "fault" includes both

- a design defect, which the Reinards claim against Crown
- negligence, which Crown claims against Mr. Reinard

To prove that Mr. Reinard was at fault, Crown must prove both of the following elements by the greater weight of the evidence:

***One*, Mr. Reinard was negligent in the operation of the forklift.**

> "Negligence" means failure to use ordinary care, which is the care that a reasonably careful person would use under similar circumstances. Thus, "negligence" is
>
> - doing something a reasonably careful person would not do under similar circumstances, or
> - failing to do something a reasonably careful person would do under similar circumstances

***Two*, Mr. Reinard's negligence was a cause of his damage.**

> Negligence was "a cause" of damage when the damage would not have happened except for the negligence.

If Crown fails to prove either of these elements, then Crown has not proved that Mr. Reinard was at fault.

If Crown has proved that Mr. Reinard was at fault, you must compare the fault of Mr. Reinard and Crown. In comparing fault, you should consider the following:

- all the surrounding circumstances as shown by the evidence,
- the conduct of Crown and Mr. Reinard, and
- the extent of the causal relation between Crown's and Mr. Reinard's conduct and the damages claimed

You should then determine what percentage, if any, Mr. Reinard's fault and Crown's fault each contributed to the damages.

After you have compared the conduct of Mr. Reinard and Crown,

- if you find Mr. Reinard was at fault and his fault was **more than 50%** of the total fault, the Reinards cannot recover damages, ***but***
- if you find Mr. Reinard's fault was **50% or less** of the total fault, then I will reduce the total damages that you find for the Reinards by the percentage of Mr. Reinard's fault

No. 7 — DAMAGES—IN GENERAL

It is my duty to instruct you about the measure of damages. By instructing you on damages, I do not mean to suggest what your verdict should be on any issue in this case.

If you find for the Reinards on their "design defect" claim, you must determine what damages to award. "Damages" are the amount of money that will reasonably and fairly compensate the Reinards for any injury that you find Mr. Reinard, his children, and his wife suffered as a result of a design defect in Crown's Stand-up Forklift.

It is for you to determine what damages, if any, have been proved

- Any damages award must be based upon evidence and not upon speculation, guesswork, or conjecture
- You cannot determine the amount for a particular item of damages by taking down each juror's estimate and agreeing, in advance, that the average of those estimates will be your award for that item of damages
- You must not award duplicate damages, so do not allow amounts awarded under one item of damages to be included in any amount awarded under another item of damages

Future damages, if any,

- must be reduced to "present value"
    - "Present value" is a sum of money paid now, in advance that, together with interest earned at a reasonable rate of return, will compensate for future losses
- must be limited to Mr. Reinard's life expectancy, as supported by the evidence
    - a Standard Mortality Table indicates that the normal life expectancy of people who are the same age as Mr. Reinard is an additional 38 years, but those statistics are not conclusive

When deciding the amount of future damages, if any, you may use all the evidence about Mr. Reinard's health, habits, lifestyle, and life expectancy.

Any amount you award for the following items of damages cannot be determined to an exact or mathematical certainty:

- past and future physical and mental pain and suffering
- past and future loss of use of the mind and the body
- past and future loss of parental consortium, and
- past and future loss of spousal consortium

Therefore, for these items of damages, you must use your sound judgment based upon an impartial consideration of the evidence. Any amount you award for these items of damages

- must not be awarded arbitrarily or out of sympathy or prejudice for or against the parties

- must not exceed the amount of the damages caused by Crown as proved by the evidence

No. 8 — COMPENSATORY DAMAGES

The Reinards seek several items of damages. You must consider each item of damages separately and award only those amounts of damages, if any, that will compensate the Reinards for injuries and damages they suffered as a result of a "design defect" in Crown's Stand-up Forklift.

Damages For Dustin Reinard's Injuries

Medical Expenses

- ***"Past medical expenses"*** include, but are not limited to, the reasonable costs of necessary
  - hospital charges
  - doctor charges
  - prosthetic charges
  - prescriptions
  - other medical services from July 22, 2014, until the time of your verdict
- ***"Future medical expenses"*** include the present value of "medical expenses" that Mr. Reinard is reasonably certain to incur from the date of your verdict into the future
  - In determining the reasonable cost of future necessary hospital, doctor, and prosthetic charges, prescriptions, and other medical services, you may consider:
    - the amount charged

- the amount actually paid, and
- any other evidence of what is reasonable and proper for such future medical expenses

Loss Of Full Mind And Body

- ***"Past loss of full mind and body"*** from July 22, 2014, until the time of your verdict. "Past loss of full mind and body" is
  - loss of the ability of a particular part of the body to function in a normal manner
  - loss of the ability of a particular part of the mind to function in a normal manner
- ***"Future loss of full mind and body"*** is the present value of the future loss of function of the mind and body that Mr. Reinard is reasonably certain to experience from the date of your verdict into the future

Pain And Suffering

- ***"Past physical pain and suffering"*** from July 22, 2014, until the time of your verdict, which may include, but is not limited to:
  - unpleasant feelings
  - bodily distress or uneasiness, and
  - bodily suffering, sensations, or discomfort
- ***"Past mental pain and suffering"*** from July 22, 2014, until the time of your verdict, which may include, but is not limited to:
  - mental anguish, and

- loss of enjoyment of life

- ***"Future physical pain and suffering"*** is the present value of "physical pain and suffering" that Mr. Reinard is reasonably certain to experience from the date of your verdict into the future

- ***"Future mental pain and suffering"*** is the present value of "mental pain and suffering" that Mr. Reinard is reasonably certain to experience from the date of your verdict into the future

- Factors for determining the amount of damages for past and future mental and physical "pain and suffering" include, but are not limited to:
    - the nature and extent of the injury
    - whether the injury is temporary or permanent, and
    - whether the injury results in partial or total disability

Lost Wages And Earning Capacity

- ***"Lost wages"*** is the reasonable value of lost wages from July 22, 2014, to the date of your verdict

- ***"Lost Future Earning Capacity"*** is the present value of the reduction in the ability to earn money generally, but is not the reduction in the ability to work in a particular job
    - The right to damages for impairment of earning capacity is classified as impairment of ability to work and earn. It is the difference between

- the value of the individual's services, if working, as he/she would have been but for the injury, and
- the value of the services of an injured person, if working, in the future

- The evidence is undisputed that Mr. Reinard sustained an impairment of his physical capacity as a result of his injuries on July 22, 2014. Because of that impairment, you may infer that Mr. Reinard will have lessened earning capacity in the future

Damages For Loss Of Parental Consortium

"Parental consortium" is the relationship between parent and child and the right of the child to the benefits of companionship, comfort, guidance, affection, aid of the parent in every parental relation, general usefulness, industry, and attention within the family.

- Damages for loss of parental consortium do not include the loss of financial support from the injured parent or mental anguish caused by the parent's injury
- A child is not entitled to damages for loss of parental consortium unless the injury to the parent has caused a significant disruption or lessening of the parent-child relationship

You should consider the following factors in determining the value of loss of parental consortium:

- The circumstances of Mr. Reinard's life

- Mr. Reinard's age and the age of the child at the time of Mr. Reinard's injury
- Mr. Reinard's health, strength, character, and life expectancy
- Mr. Reinard's capabilities and efficiencies in performing the duties of a father
- Mr. Reinard's skills and abilities in providing instruction, guidance, advice, and assistance to his children, B.R. and K.R.
- The needs of B.R. and K.R.
- Any other fact relevant to the parent-child relationship between Mr. Reinard and B.R. and K.R.

If you find that Mr. Reinard is entitled to recover "loss of parental consortium" damages on behalf of his minor children, B.R. and K.R., you must determine an appropriate amount, if any, of the following:

- **"Past loss of parental consortium,"** which is the reasonable value of loss of parental consortium that both B.R. and K.R. would otherwise have received from July 22, 2014, until the date of your verdict
- **"Future loss of parental consortium,"** which is the present value of loss of parental consortium that both B.R. and K.R. would otherwise have received in the future, limited in time to Mr. Reinard's life expectancy

Damages For Loss Of Spousal Consortium

"Spousal consortium" is the fellowship of a husband and wife, and the right of each other to the benefits of company, cooperation, affection, the aid of the

other in every marital relationship, general usefulness, industry and attention within the home and family.

- Damages for loss of spousal consortium do not include the loss of financial support from the injured spouse or mental anguish caused by the spouse's injury

You should consider the following factors in determining the value of loss of spousal consortium:

- The circumstances of Mr. Reinard's life
- Mr. and Mrs. Reinards' ages at the time of Mr. Reinard's injury
- Mr. Reinard's health, strength, character, and life expectancy
- Mr. Reinard's capabilities and efficiencies in performing the duties of a husband
- Mr. Reinard's skills and abilities in providing instruction, guidance, advice, and assistance to Mrs. Reinard
- Mrs. Reinard's needs
- Any other fact relevant to the Reinards' marital relationship

If you find that Mrs. Reinard is entitled to recover damages for "loss of spousal consortium," you must determine an appropriate amount, if any, of the following:

- **"Past loss of spousal consortium,"** which is the reasonable value of loss of spousal consortium that Mrs. Reinard would otherwise have received from July 22, 2014, until the date of your verdict

- **"Future loss of spousal consortium,"** which is the present value of loss of spousal consortium that Mrs. Reinard would otherwise have received in the future, limited in time to Mr. Reinard's life expectancy, which is shorter than Mrs. Reinard's life expectancy

No. 9 — PUNITIVE DAMAGES

Punitive damages are not intended to compensate for injury but are allowed to punish and discourage a defendant and others from like conduct in the future. Therefore, you may award punitive damages only if Crown's conduct warrants a penalty in addition to the amount you award to compensate for the Reinards' actual injuries.

- You may award punitive damages if the Reinards prove by a preponderance of clear, convincing, and satisfactory evidence that Crown's conduct constituted a willful and wanton disregard for the rights or safety of another and caused actual damage to the Reinards
    - Conduct is willful and wanton when a person 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
- There is no exact rule to determine the amount of punitive damages, if any, you should award. However, you may consider the following factors:
    - The nature of Crown's conduct that harmed the Reinards
    - The amount of punitive damages that will punish and discourage like conduct by Crown. In making that determination,
        - you may consider Crown's financial condition or ability to pay

    - you may ***not*** award punitive damages solely because of Crown's wealth or ability to pay
- The Reinards' actual damages
    - The amount awarded for punitive damages, if any, must be reasonably related to the amount of actual damages you award to the Reinards
- The existence and frequency of prior similar conduct
    - Although you may consider harm to others in determining the nature of Crown's conduct, you may not award punitive damages to punish Crown for
        - harm caused to others, or
        - out-of-state conduct that was lawful where it occurred, or
        - any conduct by Crown that is not similar to the conduct which caused the harm to the Reinards in this case

No. 10 — OUTLINE OF THE TRIAL

I will now explain how the trial will proceed.

After I have read all but the last Instruction,

- The Reinards will present evidence and call witnesses and Crown may cross-examine them
- Crown may present evidence and call witnesses, and the Reinards may cross-examine those witnesses
- The parties will make their closing arguments
  - Closing arguments summarize and interpret the evidence
  - Like opening statements, closing arguments are not evidence
- I will give you the last Instruction, on "deliberations"
- You will retire to deliberate on your verdict
- You will indicate your verdict on a Verdict Form, a copy of which is attached to these Instructions
  - A Verdict Form is simply a written notice of your decision
  - When you have reached a unanimous verdict, your foreperson will complete one copy of the Verdict Form by marking the appropriate blank for each question
  - You will all sign that copy to indicate that you agree with the verdict and that it is unanimous
  - Your foreperson will then bring the signed Verdict Form to the courtroom when it is time to announce your verdict

No. 11 — OBJECTIONS

The lawyers may make objections and motions during the trial that I must rule on.

- If I sustain an objection to a question before it is answered, do not draw any inferences or conclusions from the question itself
- Do not hold it against a lawyer or a party that a lawyer has made an objection, because lawyers have a duty to object to testimony or other evidence that they believe is not properly admissible

No. 12 — BENCH CONFERENCES

During the trial, it may be necessary for me to talk with the lawyers out of your hearing.

- I may hold a bench conference while you are in the courtroom or call a recess
- Please be patient, because these conferences are
  - to decide how certain evidence is to be treated
  - to avoid confusion and error, and
  - to save your valuable time
- We will do our best to keep such conferences short and infrequent

No. 13 — NOTE-TAKING

You are allowed to take notes during the trial if you want to.

- Be sure that taking notes does not interfere with listening to and considering all the evidence
- Your notes are not necessarily more reliable than your memory or another juror's notes or memory
- Do not discuss your notes with anyone before you begin your deliberations
- Leave your notes on your chair during recesses and at the end of the day
- At the end of trial, you may take your notes with you or leave them to be destroyed
- No one else will ever be allowed to read your notes, unless you let them
- If you choose not to take notes, remember that it is your own individual responsibility to listen carefully to the evidence
- An official court reporter is making a record of the trial, but her transcripts will not be available for your use during your deliberations

No. 14 — QUESTIONS BY JURORS

When the attorneys have finished questioning a witness, you may propose questions in order to clarify the testimony.

- Do not express any opinion about the testimony or argue with a witness in your questions
- Submit your questions in writing by passing them to the courtroom deputy
- Do not sign your questions

I will review each question with the attorneys. I may not ask your question:

- I may decide that the question is not proper under the rules of evidence
- Even if the question is proper, you may not get an immediate answer, because a later witness or exhibit may answer your question

Do not feel slighted or disappointed if your question is not asked. Remember, you are not advocates for either side, but impartial judges of the facts.

No. 15 — CONDUCT OF JURORS DURING TRIAL

You must decide this case ***solely*** on the evidence and the law in these Instructions and any additional written or oral instructions I may give. You must also keep to yourself any information you learn in court until it is time to discuss this case with your fellow jurors during deliberations.

To ensure fairness, you must obey the following rules:

- Do not talk among yourselves about this case, or about anyone involved with it, until you go to the jury room to decide on your verdict.
- Do not talk with anyone else about this case, or about anyone involved with it, until the trial is over.
- When you are outside the courtroom, do not let anyone ask you about or tell you anything about this case, anyone involved with it, any news story, rumor, or gossip about it, until the trial is over. If someone should try to talk to you about this case during the trial, please report it to me.
- During the trial, you should not talk to any of the parties, lawyers, or witnesses—even to pass the time of day—so that there is no reason to be suspicious about your fairness. The lawyers, parties, and witnesses are not supposed to talk to you, either.
- You may need to tell your family, friends, teachers, co-workers, or employer about your participation in this trial, so that you can tell

them when you must be in court and warn them not to ask you or talk to you about the case. However, do not provide any information to anyone by any means about this case until after I have accepted your verdict. That means do not talk face-to-face or use any electronic device or media, such as the telephone, a cell or smart phone, a computer, the Internet, any Internet service, any text or instant messaging service, any Internet chat room, any blog, or any social media sites such as Facebook, MySpace, YouTube, Twitter, or Instagram, to communicate to anyone any information about this case until I accept your verdict.

- Do not do any research on your own—on the Internet, in libraries, in the newspapers, in dictionaries or other reference books, or in any other way—or make any investigation about this case, the law, or the people involved.
- Do not visit or view any place discussed in this case and do not use Internet maps or Google Earth or any other program or device to search for or to view any place discussed in the testimony.
- Do not read any news stories or articles, in print, on the Internet, or in any "blog," about this case, or about anyone involved with it, or listen to any radio or television reports about it or about anyone involved with it, or let anyone tell you anything about any such news reports. I assure you that when you have heard all the evidence, you will know more about this case than anyone will learn through the news media—and it will be more accurate.

- Do not make up your mind during the trial about what the verdict should be. Keep an open mind until you have had a chance to discuss the evidence with other jurors during deliberations.
- Do not decide the case based on biases. Because you are making very important decisions in this case, I strongly encourage you to evaluate the evidence carefully and to resist jumping to conclusions based on personal likes or dislikes, generalizations, gut feelings, prejudices, sympathies, stereotypes, or biases. The law demands that you return a just verdict, based solely on the evidence and the instructions that I give you. Our system of justice is counting on you to render a fair decision based on the evidence, not on biases.
- If, at any time during the trial, you have a problem you want to bring to my attention, or if you feel ill or need to go to the restroom, please raise your hand. I want you to be comfortable, so please do not hesitate to tell us about any problem.

I will read the remaining Instruction after closing arguments.

No. 16 — DELIBERATIONS

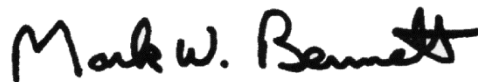
In conducting your deliberations and returning your verdict, there are certain rules that you must follow.

- When you go to the jury room, select one juror as your foreperson to preside over your discussions and to speak for you here in court
- Discuss this case in the jury room to try to reach agreement on the verdict, if you can do so consistent with individual judgment
  - Nevertheless, each of you must make your own conscientious decision, after considering all the evidence, discussing it fully, and listening to the views of fellow jurors
- Do not be afraid to change your opinions if the discussion persuades you that you should, but do not come to a decision simply because other jurors think it is right, or simply to reach a verdict
- Remember that you are not advocates, but judges—judges of the facts
  - Your sole interest is to seek the truth from the evidence in the case and to do justice
- If you need to communicate with me during your deliberations, you may send me a note, signed by one or more jurors, through the Court Security Officer (CSO)
  - I will respond as soon as possible, in writing or orally in open court
  - Remember that you should not tell anyone—including me—how your votes stand numerically

- Base your verdict solely on the evidence and the law as stated in my Instructions
  - Nothing I have said or done is intended to suggest what your verdict should be—that is entirely for you to decide
- Your verdict on each question submitted must be unanimous
- Remember to complete and sign one copy of the Verdict Form
  - The foreperson must bring the signed Verdict Form to the courtroom when it is time to announce your verdict
- When you have reached a verdict, the foreperson must tell the CSO that you are ready to return to the courtroom.

Good luck with your deliberations.

DATED this 16th day of July, 2018.



MARK W. BENNETT
U.S. DISTRICT COURT JUDGE
NORTHERN DISTRICT OF IOWA

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

DUSTIN REINARD, Individually and as injured Parent of B.R. and K.R., and MISTY REINARD, Plaintiffs, vs. CROWN EQUIPMENT CORP., Defendant.	No. C 16-2094-MWB **VERDICT FORM**

On the Reinards' claim and Crown's defense, we, the Jury, find as follows:

I. LIABILITY		
A. The Reinards' Claims		
On the Reinards' "design defect" claim, as explained in Instruction No. 5, in whose favor do you find? (*If you find in favor of Crown on this claim, do not answer any more questions in the Verdict Form. Instead, please sign the Verdict Form and notify the CSO that you have reached a verdict. If you find in favor of the Reinards on this claim, then please go on to answer the questions in **Part I.B.** concerning Crown's "comparative fault" defense.*)		
___ The Reinards	___ Crown	
B. Comparative Fault		
Step 1: Was Mr. Reinard at fault?	On Crown's "comparative fault" defense, as explained in Instruction No. 6, has Crown proved that Mr. Reinard was at fault for his damages? (*If you answer "yes," then please go on to **Step 2** to assign percentages of fault to the parties. If you answer "no," please skip **Step 2** and go on to **Part II** on "Damages."*)	
	___ Yes	___ No

Step 2: Percentages of fault	If you answered "yes" in **Step 1**, what percentage, if any, did Crown's fault and Mr. Reinard's fault each contribute to the damages? (*The total of the percentages of fault that you assign to the parties must be 100%. If you find Mr. Reinard's fault was more than 50% of the total fault, the Reinards cannot recover damages, so do not answer any questions in* ***Part II.*** *Instead, please sign the Verdict Form and notify the CSO that you have reached a verdict. If you find Mr. Reinard's fault was 50% or less of the total fault, however, then please go on to* ***Part II****, and I will reduce the total damages that you find for the Reinards by the percentage of Mr. Reinard's fault.*)	
	Crown	____ %
	Mr. Reinard	____ %
	TOTAL FAULT	100 %

II. DAMAGES

A. Compensatory Damages

If you found for the Reinards on their "design defect" claim in ***Part I****, and that Mr. Reinard either was not at fault or that his percentage of fault was 50% or less,* what amounts, if any, do you award for each of the following items of compensatory damages, as compensatory damages are explained in Instruction No. 8?

	Damages For Dustin Reinard's Injuries	
	Past medical expenses	$________________
	Future medical expenses	$________________
	Past loss of full mind and body	$________________
	Future loss of full mind and body	$________________
	Past physical pain and suffering	$________________
	Past mental pain and suffering	$________________
	Future physical pain and suffering	$________________
	Future mental pain and suffering	$________________
	Lost wages	$________________
	Lost future earning capacity	$________________
	Damages For Loss Of Parental Consortium as to B.R.	
	Past loss of parental consortium	$________________

	Future loss of parental consortium	$________________
	Damages For Loss Of Parental Consortium as to K.R.	
	Past loss of parental consortium	$________________
	Future loss of parental consortium	$________________
	Damages For Misty Reinhard's Loss Of Spousal Consortium	
	Past loss of spousal consortium	$________________
	Future loss of spousal consortium	$________________
B. Punitive Damages		
*If you found for the Reinards on their "design defect" claim in **Part I**, and that Mr. Reinard either was not at fault or that his percentage of fault was 50% or less,* please answer the following questions.		
	(1) In whose favor do you find on the Reinards' claim for punitive damages, as punitive damages are explained in Instruction No. 9? (*If you find in favor of Crown on this question, do not answer any more questions in this section. Instead, please sign the Verdict Form and notify the CSO that you have reached a verdict. If you find in favor of the Reinards, please go on to question (2).*)	___ The Reinards ___ Crown
	(2) *If you found in favor of the Reinards in answer to question (1)*, what amount, if any, do you award as punitive damages? (*Please go on to question (3).*)	$________________
	(3) Was Crown's wrongful conduct directed specifically at the Reinards? (*Please sign the Verdict Form and notify the CSO that you have reached a verdict.*)	___ Yes ___ No

____
Date

_________________________ _________________________
Foreperson Juror

Juror	Juror
Juror	Juror
Juror	Juror