



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

DALE M. SPURLIN,
Plaintiff,
vs.
FOSTER WHEELER,
Defendants.

Case No.: 3:19-cv-02049-AJB-AHG

SPECIAL VERDICT FORM

We the jury in the above-captioned action do hereby swear that we have answered the questions submitted to us as follows:

NEGLIGENCE

1. Was the defendant, Foster Wheeler, negligent?

Yes No

If you answered "no" to question 1, then proceed to question number 3. If you answered "yes" to question 1, then answer question 2.

2. Was that defendant's negligence a substantial factor in causing Dale M. Spurlin's harm?

Yes No

(Please proceed to next question)

STRICT LIABILITY – DESIGN DEFECT – CONSUMER EXPECTATION

3. Did Foster Wheeler’s product fail to perform as safely as an ordinary consumer would have expected when used in a reasonably foreseeable manner?

Yes No

If you answer Yes, go to question 4, if you answered No, go to question 5.

4. Was the product’s failure to perform safely a substantial factor in causing Dale M. Spurlin’s harm?

Yes No

(Please proceed to next question)

STRICT LIABILITY – DESIGN DEFECT – RISK BENEFIT

5. Was the design of any product sold by the defendant a substantial factor in increasing Dale M. Spurlin’s harm?

Yes No

(Please proceed to next question)

6. As to Defendant, did the gravity and likelihood of the potential harm to Dale M. Spurlin outweigh the feasibility, costs, and disadvantages of any alternative designs which were available at the time this Defendant manufactured, sold, supplied and/or installed its product or equipment?

Yes No

(Please proceed to next question)

DUTY TO WARN (DeVries)

7. Did the defendant manufacture a product that required the incorporation of a part for the integrated product to function as intended?

Yes No

If you answered no to question 7, then skip questions numbered 8 through 10 and proceed to question 11. If you answered yes to question 7, then answer question 8.

8. Did the defendant know or have reason to know that the use of the integrated product was likely to be dangerous for its intended use?

~~Yes~~ No

If you answered no to question 8, then proceed to question number 11. If you answered yes to question 8, then answer question 9.

9. Did the defendant have reason to believe that the product's user would realize that danger?

Yes No

(Please proceed to next question)

10. Did the dangerous condition of Defendant's product cause foreseeable injury to the Plaintiff?

Yes No

(Please proceed to next question)

SUPERSEDING CAUSE

11. Was the conduct of the United States Navy a superseding cause of Mr. Spurlin's harm?

Yes No

If your answer to question 11 is yes, answer no further questions and sign and date the verdict form. If your answer is no, proceed to the next question.

MILITARY CONTRACTOR – DESIGN DEFECT

12. Did the United States approve reasonably precise specifications as to the design of the product manufactured by the Defendant?

Yes No

If you answered no to question 12, then proceed to question number 15. If you answered yes to question 12, then answer question 13.

13. Did the product of the defendant conform to these specifications?

Yes No

If you answered no to question 13, then proceed to question number 15. If you answered yes to question 13, then answer question 14.

14. Did the defendant have actual knowledge about hazards of asbestos that was not known to the U.S. Navy at the time of manufacture or sale of the defendant's equipment?

Yes No

(Please proceed to next question)

MILITARY CONTRACTOR - FAILURE TO WARN

15. Did the United States approve reasonably precise specifications as to warnings of the product manufactured by the Defendant?

Yes No

If you answered no to question 15, then proceed to question 18, if you answered yes to question 15, then answer question 16.

16. Did the product of the Defendant conform to these specifications?

Yes No

If you answered no to question 16, then proceed to question 18, if you answered yes to question 16, then answer question 17.

17. Did the defendant have actual knowledge about hazards of asbestos that was not known to the U.S. Navy at the time of manufacture or sale of the defendant's equipment?

Yes No

If you answered yes to questions 12, 13, 15 and 16 and answered no to questions 14 and 17, answer no further questions and sign and date the verdict form. If you answered no to 12, 13, 15 or 16 and yes to questions 14 or 17, please proceed to the next question.

APPORTIONMENT OF FAULT

18. If 100% represents the total fault that was the cause of Dale M. Spurlin’s harm, what percentage of this 100%, if any, was due to the fault of the defendant, and what percentage of this 100% was due to the fault of any others?

Defendant	_____ %
Others	_____ %
TOTAL	100 %

DAMAGES

19. What is the total amount of damages, if any, sustained by Dale M. Spurlin?

a. Non-economic loss: \$ _____

Please have the Presiding Juror sign and date the form.

Dated: 8/26/ 2022



AFTER THIS VERDICT HAS BEEN SIGNED AND DATED, NOTIFY THE BAILIFF THAT YOU ARE READY TO PRESENT YOUR VERDICT IN THE COURTROOM.