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**IN THE THIRD JUDICIAL DISTRICT COURT  
SALT LAKE COUNTY, STATE OF UTAH**

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SUNNY MAHE and SATEKI RENO MAHE,  
Individually and on behalf of the heirs and estate  
of ELSIE K. MAHE, Deceased

Plaintiffs,

v.

CENTURY BLINDS, INC.,

Defendant.

**SPECIAL VERDICT FORM**

Civil No.: 180901362

Judge James Gardner

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**Members of the Jury:**

Please answer the following questions in the order they are presented.

To Questions 1 through 8, and 10, if you find that the issue has been proved by a preponderance of the evidence, answer "Yes," if not, answer "No."

To Question 12, if you find that the issue has been proved by clear and convincing evidence, answer "Yes," if not, answer "No."

At least six jurors must agree on the answer to all of the required questions, but they need not be the same six on each question. When six or more of you have agreed on the answer to each question that is required to be answered, your foreperson should sign and date the form and advise the bailiff that you have reached a verdict.

**1. Strict Liability—Design Defect**

From all the evidence presented at trial, do you find the following: (a) that the blinds were defective; (b) that the defect made the blinds unreasonably dangerous; (c) that the defect was present at the time the blinds were sold; and (d) that the defect was a cause of Plaintiffs' harms and losses?

*(If you find that subparts (a) through (d) have all been established by the evidence at trial, mark "Yes". If you find any of subparts (a) through (d) have not been established by the evidence at trial, mark "No".)*

Yes                       No

**2. Strict Liability—Defective Warning**

From all the evidence presented at trial, do you find the following: (a) Century Blinds was required to warn about a danger from the window covering's foreseeable use of which it knew or reasonably should have known and that a reasonable user would not expect; (b) Century Blinds failed to provide an adequate warning at the time the window covering was manufactured; (c) the lack of an adequate warning made the window covering unreasonably dangerous; and (d) the lack of an adequate warning was a cause of Plaintiffs' harms and losses?

*(If you find that subparts (a) through (d) have all been established by the evidence at trial, mark "Yes". If you find any of subparts (a) through (d) have not been established by the evidence at trial, mark "No".)*

Yes                       No

**3. Negligence – Century Blinds**

From all the evidence presented at trial, do you find the following: (a) Century Blinds failed to exercise reasonable care with regard to informing or training its sales contractors,

including Tommy Morgan, regarding the strangulation hazard posed by corded window covering products and how to eliminate or reduce that risk; or (b) failed to exercise reasonable care by not including cord cleats with the window covering; and (c) was Century Blinds' failure to exercise reasonable care in any of these respects a cause of the Plaintiffs' injuries?

*(If you find that either subpart (a) or (b) and subpart (c) have been established by the evidence at trial, mark "Yes". If you find neither of subparts (a) or (b) and/or subpart (c) have not been established by the evidence at trial, mark "No".)*

Yes                       No

**4. Negligent Design—Century Blinds**

From all the evidence presented at trial, do you find the following: (a) there was a design defect in the window covering; (b) the design defect made the window covering unreasonably dangerous; (c) the window covering's defect was the result of Century Blinds' failure to use reasonable care; and (d) the defect was a cause of Plaintiffs' harms and losses?

*(If you find that subparts (a) through (d) have all been established by the evidence at trial, mark "Yes". If you find any of subparts (a) through (d) have not been established by the evidence at trial, mark "No".)*

Yes                       No

**5. Negligent Warning—Century Blinds**

From all the evidence presented at trial, do you find the following: (a) Century Blinds was required to warn about a danger from the window covering or from its foreseeable use of which it knew or reasonably should have known and that a reasonable user would not expect; (b) Century Blinds failed to exercise reasonable care because it did not provide an adequate warning; (c) the lack of an adequate warning made the product defective and unreasonably dangerous; and (d) the lack of an adequate warning was a cause of the Plaintiffs' injuries?

*(If you find that subparts (a) through (d) have all been established by the evidence at trial, mark "Yes". If you find any of subparts (a) through (d) have not been established by the evidence at trial, mark "No".)*

Yes                       No

**6. Negligent Post-Sale Warning—Century Blinds**

From all the evidence presented at trial, do you find the following: (a) Century Blinds knew or should have known that the window covering posed a substantial risk of harm to persons; (b) Century Blinds could have identified the Plaintiffs and reasonably assumed that they were unaware of the risk of harm; (c) Century Blinds could have effectively communicated a warning to the Plaintiffs and Plaintiffs could have acted on that warning; (d) the risk of harm was sufficiently great to justify the burden of providing a warning; (e) Century Blinds failed to exercise reasonable care because it did not provide a post-sale warning; (f) the lack of a post-sale warning made the product defective and unreasonably dangerous; and (g) the lack of post-sale warning was a cause of the Plaintiffs' injuries?

*(If you find that subparts (a) through (g) have all been established by the evidence at trial, mark "Yes". If you find any of subparts (a) through (g) have not been established by the evidence at trial, mark "No".)*

Yes                       No

**If you answered "No" to Questions 1 through 6, then stop here, have the foreperson sign the verdict form, and advise the bailiff. If you answered "Yes" to any of Questions 1 through 6, than please proceed to Question 7.**

**7. Negligence – Plaintiffs Reno and Sunny Mahe**

From all the evidence presented at trial, do you find the following: (a) Plaintiffs Reno and Sunny Mahe failed to exercise reasonable care in observing and heeding safety warnings accompanying Century Blinds' window coverings which warned against the risk of strangulation if the blind cords were not kept out of the reach of children; **or** (b) Plaintiffs Reno and Sunny Mahe failed to exercise reasonable care in taking reasonable safety measures to prevent Elsie Mahe from gaining access to the tilt cord of the window covering at issue in their home; **and** (c) was Plaintiffs' failure to exercise reasonable care in any of these respects a cause of the Plaintiffs' injuries?

*(If you find that either subpart (a) or (b) **and** subpart (c) have been established by the evidence at trial, mark "Yes". If you find neither of subparts (a) or (b) and/or subpart (c) have not been established by the evidence at trial, mark "No".)*

Yes

No

**8. Negligence – BlindVision**

From all the evidence presented at trial, do you find the following: (a) BlindVision failed to exercise reasonable care in failing to notify and discuss with Plaintiffs the option of substituting a tilt wand for the cords, **or** (b) failing to bring to Plaintiffs' attention the warning labels and warning tags which accompanied the Century Blinds' products that BlindVision purchased and installed in the Plaintiffs' home; **and** (c) was BlindVision' failure to exercise reasonable care in any of these respects a cause of the Plaintiffs' injuries?

*(If you find that either subpart (a) or (b) **and** subpart (c) have been established by the evidence at trial, mark "Yes". If you find neither of subparts (a) or (b) and/or subpart (c) have not been established by the evidence at trial, mark "No".)*

Yes

No

**9. Relative Responsibility of Each Party**

If you decide that more than one person was at fault for Elsie Mahe’s death, then please assign a percentage of fault to the following. The total fault assigned must equal 100%.

What percentage of the fault that caused the death of Elsie Mahe is attributable to the conduct of Century Blinds?..... 100 %

What percentage of the fault that caused the death of Elsie Mahe is attributable to the conduct of Plaintiffs? (If your answer to Question 7 is “No,” then enter zero.)..... 0 %

What percentage of the fault that caused the death of Elsie Mahe is attributable to the conduct of BlindVision? (If your answer to Question 8 is “No,” then enter zero.)..... 0 %

The total must equal 100% ..... 100%

**10. Survival Claim**

From all the evidence presented at trial, do you find that Elsie Mahe experienced conscious awareness of pain and suffering for the period of time from when she became entangled in the blind cord until she lost consciousness?

Yes

No

**11. Compensatory Damages**

If you have answered “Yes” to any of the claims against Century Blinds in Questions 1 through 6, then you must decide the amount of money that fairly compensates Plaintiffs for their harms and losses. If you entered “No” to Question 10 (Survival Claim), do not enter any award for Survival Claim Damages. (Do not apply any percentages of responsibility to damages. The judge will make any necessary adjustments later.)

Non-economic Damages                      \$ 24,000,000.  
Survival Claim Damages                    \$ 1,000,000.

**12. Punitive Damages**

Do you find by clear and convincing evidence that Century Blinds’ conduct was willful and malicious, or manifested a knowing and reckless indifference toward, and a disregard of the rights of Plaintiffs?

Yes                       No

When six or more of you have agreed on the answer to each question that is required to be answered, your foreperson should sign and date the form and advise the bailiff that you have reached a verdict

Dated this 21<sup>st</sup> day of September 2021.

Coralyn C. Smith  
Signature of Foreperson