



# 2024-2025 Middle School Mock Trial Case\*

***Max Mayfield***

**v.**

***Benny's Burgers Corporation***

**Mock Trial Committee**

**Hon. Joyce Krutick Craig  
Attorney Jeanine Dumont**

**Hon. Hope C. Seeley  
Attorney Jonathan Weiner  
Attorney Mark K. Youssef**

**Release Date: October 16, 2024**

\*This case was originally drafted by the South Carolina Bar Association's Mock Trial Committee. The CBA Mock Trial Committee is grateful to the South Carolina Bar for giving us permission to use this case. The CBA Mock Trial Committee adapted the case to Connecticut and made several substantive changes to the content contained in the case problem used in the prior competition in South Carolina.

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## Message from the Mock Trial Committee

Throughout the history of the American judicial system, there have been a handful of cases capturing the attention of the public, stirring debate and influencing changes in law and public policy. Often, the individuals involved in these cases are ripped from their lives of ordinariness and obscurity to become fodder for a media frenzy and insatiable public consumption. One such person was Stella Liebeck, a 79-year-old grandmother from Albuquerque, New Mexico. Little did she know when she bought a 49-cent cup of coffee at the drive-thru window of her local McDonald's, that even today—over thirty years later—she would be vilified by some as the epitome of a money-grubbing plaintiff bent on blaming someone for her self-inflicted misfortune and canonized by others as a stalwart underdog who stood up to greedy corporate America for ignoring grave danger its products pose to unsuspecting consumers. Unfortunately, the truth is somewhere in the middle. This year's case was inspired by the events related to *Liebeck v. McDonald's*.

The mock trial program is, first and foremost, an educational program designed to encourage a deeper understanding and appreciation of the American legal system by providing students with an opportunity to participate actively in the legal process. Mock trials help students gain an appreciation for the rule of law, legal issues and courtroom procedure. Moreover, while obtaining this knowledge, students develop oral advocacy skills, including proficiency in asking questions, listening, reasoning, and thinking on their feet. Mock trial also provides an opportunity to compete in an academic setting while promoting effective communication and cooperation between team members.

Equally important is that participation in mock trial teaches students professionalism and civility. Students learn ethics, civility and how to be ardent, but courteous advocates for their clients. Good sportsmanship and respect for all participants are central to the competition. We thank the teachers, coaches, advisors, and judges, not only for the skills that they teach, but for the examples of professionalism and good sportsmanship that they model for the students throughout the tournament. The reality of the adversary system is that one party wins and the other loses, and therefore, participants need to be prepared to accept defeat and success with dignity and restraint.

We also thank the hundreds of volunteers from Connecticut's bar and bench who annually give their valuable time as coaches and judges throughout the mock trial season. Without their assistance, this competition would not be the tremendous success that it is each year. Finally, we give special thanks to the students who devoted their time and energy preparing for the tournament. Every year, we are proud and amazed at the level of skill and talent the students bring to the courtroom. You inspire us!

We hope you find these materials interesting and wish you all the best of luck in this year's competition.

CBA Civics Education Committee/Mock Trial Subcommittee

Hon. Joyce Krutick Craig

Attorney Jeanine Dumont

Hon. Hope C. Seeley

Attorney Jonathan Weiner

Attorney Mark K. Youssef

## Case Summary

January 11, 2024 started like any other Thursday for the plaintiff, Max Mayfield. During their commute to the Hawkins Community Bank with their coworker, Robin/Rob Buckley, they stopped at the Benny's Burgers on Argyle Boulevard for some breakfast and some of Benny's Best coffee. Things went terribly wrong after they picked up their order and Buckley pulled out of the drive-thru back into the street. As Buckley's SUV bounced, Max's coffee spilled out of the paper cup as they sat in the passenger seat, causing Max to suffer severe burns in several places on their body. Although Max was quickly treated by Nat Wheeler, M.D., an expert in burn care, the painful and disfiguring injuries changed Max's life forever.

Seeking compensation for their injuries, Max brought this lawsuit against Benny's Burgers. Max claims that Benny's sold coffee that was a defective product for several reasons, including (1) it was held and served at an unreasonably dangerous temperature, (2) the cup was too flimsy, and the lid was not properly secured to the cup, and (3) Benny's failed to warn their customers about the danger posed by the hot coffee and the defective cups and lids. Max will testify in support of their case, and will be supported by Dr. Wheeler and Eddy/Eddie Munson, a Food Protection Supervisor employed by the Connecticut Department of Public Health who had inspected the Argyle Boulevard Benny's and expressed concerns about the coffee temperature there.

Benny's is fighting back, maintaining that it was not at fault because the coffee was properly brewed and served at very high temperatures, and that it adequately warned Max about the danger of the coffee. Benny's also claims that Max's own negligence caused their injuries, because Max failed to heed warnings about the temperature of the coffee, and tried to add cream and sugar to it while in a moving vehicle. Benny's defense is supported by the testimony of Stevie Harrington, its corporate Director of Quality Assurance, Dusty Henderson, the manager on duty that morning at the Argyle Boulevard Benny's who served Max the coffee, and Buckley, who was the driver of the car in which Max was injured.

Was Benny's negligent in serving Max a dangerously scalding cup of liquid, or was it just giving its customers what they want—a fresh, hot, and inexpensive cup of coffee? Is Max's lawsuit a frivolous response to their own failure to take personal responsibility, or is it a proper attempt to get compensation for dangerous corporate practices that elevate profit over safety?

## Witnesses\*\*

PLAINTIFF	
Max Mayfield	Plaintiff
Nat Wheeler M.D.	Treating Physician
Eddy/Eddie Munson	Dept. of Public Health Inspector

DEFENSE	
Stevie Harrington	Director of Quality Assurance
Dusty Henderson	Weekday Manager
Robin/Rob Buckley	Co-Worker of Plaintiff

*\*\* Each witness may be portrayed by any student. In the materials, we have used the pronouns "they," "their" and "them" for ease of reference; students may use their preferred pronouns during the mock trial performances.*

## Exhibits

Exhibit 1: Photos of the Plaintiff's Burns Taken at Hospital

Exhibit 2: Diagram of Healthy Dermis Layers

Exhibit 3: Illustration of Dermis Layers with Varying Degrees of Burn Injuries

Exhibit 4: National Institute for Burn Injury Prevention Exposure to Hot Liquids Chart

Exhibit 5: Photo of Benny's Coffee Cup and Lid

Exhibit 6: Memo of Stevie Harrington Regarding Coffee Cup Purchase Recommendation

Exhibit 7: The Nina Project Market Research Study Commissioned by Benny's

Exhibit 8: DPH Complaint Inspection Report Prepared by Eddy/Eddie Munson

Exhibit 9: Excerpt from Benny's Burgers' Operations and Training Manual

Exhibit 10: Online Order Receipt

Docket No. CV-24-000011S

STATE OF CONNECTICUT

MAX MAYFIELD,  
Plaintiff

JUDICIAL DISTRICT OF HAWKINS

v.

BENNY'S BURGERS CORPORATION,  
Defendant

JUNE 1, 2024

### **COMPLAINT**

Comes now, the Plaintiff, who alleges that:

1. The Plaintiff is a citizen and resident of Hawkins, Connecticut.
2. On information and belief, the Defendant is a legal corporation, incorporated in Delaware and registered in Connecticut, operating under the name Benny's Burgers Corporation in Hawkins, Connecticut.
3. The Defendant is engaged in the business of selling food and beverages, including coffee.
4. On January 11, 2024, at approximately 8:15 a.m., the Plaintiff purchased a cup of coffee from the Defendant's establishment on Argyle Boulevard, Hawkins, Connecticut. While the Plaintiff was holding the cup of coffee purchased from the Defendant, the lid, which had not been properly secured by the Defendant's employee, suddenly and unexpectedly came off the cup, causing the coffee, which was served at an unreasonably dangerous temperature, to spill onto the Plaintiff resulting in severe bodily injuries.
5. As a direct result of the spill, the Plaintiff suffered the following injuries and damages:
  - a. Severe bodily injuries, including first, second, and third degree burns to the leg, abdomen, arm, wrist, and hand requiring surgical, pharmaceutical, and physical therapy treatment;
  - b. Current and future medical expenses for treatment of those injuries;
  - c. Permanent disfigurement;

- d. Permanent impairment and disability;
  - e. Lost time and wages from work; and,
  - f. Pain, suffering, and loss of enjoyment of life.
6. The coffee sold by the Defendant is expected to and does reach the consumer without substantial change in the condition in which it is sold.
7. The Defendant sold coffee in a defective condition unreasonably dangerous to consumers, such as the Plaintiff.
8. The Defendant's product was defective and unreasonably dangerous as follows:
- a. The Defendant maintained its coffee at a holding temperature that rendered it unfit for consumption and unreasonably dangerous to its customers, including the Plaintiff;
  - b. The Defendant served its coffee at a temperature that rendered it unfit for consumption and unreasonably dangerous to its customers, including the Plaintiff;
  - c. The Defendant served its coffee in cups that were not sufficient to protect its customers, including the Plaintiff, from the dangers posed by its coffee;
  - d. The Defendant failed to serve its coffee with lids designed to attach securely to the cups and to render the cups safe in vehicles;
  - e. The Defendant failed to properly secure the lid to the cup prior to serving it to the Plaintiff;
  - f. The Defendant failed to properly train and supervise its employees in the preparation and serving of the coffee;
  - g. The Defendant failed to adequately warn its customers, including the Plaintiff, of the dangers posed by the excessively high temperature of its coffee;
  - h. The Defendant failed to adequately warn its customers, including the Plaintiff, of the dangers posed by the defective nature of its cups and lids; and,



- i. The Defendant failed to adequately warn the Plaintiff of the dangers posed by its employee's failure to properly secure the lid to the cup prior to serving it to the Plaintiff.

All of the above were the proximate cause of the Plaintiff's injuries and damages.

9. The product sold by the Defendant reached the Plaintiff in substantially the same condition in which it was sold. The Plaintiff made no substantial change to the product prior to the incident that resulted in injuries and damages.
10. The Plaintiff used the coffee in a manner that was both intended and foreseeable by the Defendant.
11. The Defendant is strictly liable for the physical harm caused to the Plaintiff as the user and consumer of its cups, lids, and coffee.

WHEREFORE, the Plaintiff prays for judgment against the Defendant for:

- a. Actual and punitive damages as the jury deems appropriate;
- b. The costs of bringing this action; and,
- c. Such further relief as the Court deems appropriate.

Duffer and Duffer, P.C.

*Ross Duffer*

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Hawkins, CT 06011

Docket No. CV-24-000011S

STATE OF CONNECTICUT

MAX MAYFIELD,  
Plaintiff

JUDICIAL DISTRICT OF HAWKINS

v.

BENNY'S BURGERS CORPORATION,  
Defendant

JULY 10, 2024

### **ANSWER**

The Defendant in this matter, answering the Plaintiff's Complaint, would respectfully show that:

1. Each and every allegation in the Plaintiff's Complaint, unless specifically admitted herein, is denied.
2. The allegations of Paragraphs 1, 2 and 3 are admitted, on information and belief.
3. With regard to paragraph 4 of the Complaint, it is admitted that on January 11, 2024, at approximately 8:15 a.m., the Plaintiff purchased a cup of coffee from the Defendant's establishment on Argyle Boulevard Avenue in Hawkins, Connecticut. It is specifically denied that the lid had not been properly secured onto the cup at the time it was served to the Plaintiff. It is further denied that the coffee was served at an unreasonable or dangerous temperature. It is further denied that any action or inaction on the part of the Defendant caused the lid to detach from the cup or caused the coffee to spill on the Plaintiff. It is further specifically denied that any action or inaction on the part of the Defendant caused severe bodily injuries to the Plaintiff.
4. The Defendant is without sufficient information to form an opinion or belief regarding the allegations contained in paragraph 4 of the Complaint. Therefore, the allegations in paragraph 4 of the Complaint are denied.
5. The Defendant admits the allegations in paragraph 5 of the Complaint.
6. The Defendant denies the allegations in paragraphs 6 through 11 of the Complaint.

**FOR A FIRST SPECIAL DEFENSE  
(COMPARATIVE NEGLIGENCE)**

1. The injuries and damages sustained by the Plaintiff, if any, were due solely to the Plaintiff's own negligence, recklessness, wantonness, and willfulness in one or more of the following particulars:
  - a. In failing to heed the Defendant's specific warnings regarding the temperature of the coffee served to the Plaintiff;
  - b. By attempting to add cream and/or sugar to the coffee in a moving vehicle;
  - c. By attempting to drink the coffee in a moving vehicle;
  - d. By failing to allow sufficient time for the coffee to cool prior to attempting to consume it;
  - e. By handling the coffee cup in an unsafe manner in a moving vehicle; and,
  - f. In failing to exercise that degree of care and caution reasonably necessary to avoid foreseeable harm to the Plaintiff's self.

All or any of which were the direct and proximate cause of injuries and damages suffered by the Plaintiff, if any, for which the Plaintiff is solely liable.

2. In the alternative, if it is determined that the Defendant was negligent in contributing to the Plaintiff's injuries and damages, if any, then the negligence of the Plaintiff, as described in this Answer, exceeded the negligence of the Defendant and such negligence is a complete bar to the Plaintiff's recovery in this action.
3. In the alternative, if it is determined that the negligence of the Plaintiff, as described in this Answer, is not greater than the negligence of the Defendant, then the verdict, if any, should be reduced by an amount proportionate to the percentage of the Plaintiff's negligence.

WHEREFORE, the Defendant prays for judgment as follows:

- a. A judgment in favor of the Defendant and that the Plaintiff shall recover nothing;
- b. An award of the costs of defense of this action from the Plaintiff; and,
- c. Any other relief the court deems proper.

The defendant demands a jury trial.

Brenner & Owens, LLC

*Martin Brenner*

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Docket No. CV-24-000011S

STATE OF CONNECTICUT

MAX MAYFIELD,  
Plaintiff

JUDICIAL DISTRICT OF HAWKINS

v.

BENNY'S BURGERS CORPORATION,  
Defendant

SEPTEMBER 30, 2024

### **STIPULATIONS**

The parties agree and stipulate to the following:

1. The Defendant has properly appeared and answered. The Court has jurisdiction over the parties. All questions of fact are being submitted to the jury. Questions of law will be decided by the Court.
2. This case has been bifurcated. The only matter to be decided in this trial is liability. Damages, if any, will be decided at a later proceeding.
3. All exhibits included in the Case Materials are authentic and are true and accurate copies of the originals. No objections to the authenticity of the exhibits will be entertained. The only exhibits to be used at the trial are those included in the Case Materials.
4. The parties have reserved any objections to the admissibility of any of these exhibits until the trial of the above-captioned matter. The trial exhibits may be introduced by either the Plaintiff or the Defendant, subject to the Rules of Evidence and the stipulations of the parties contained in the Case Materials.
5. The signatures on the witness statements and all other documents are authentic and signed under oath by each witness.
6. No witness may be examined or cross-examined as to the contents of anything not included in the Case Materials. This includes, but is not limited to, information found on the Internet, social media, books, magazines, and/or other publications.
7. The cup and lid in Exhibit 5 are not the actual cup and lid but are identical to the cup and lid sold to and used by the Plaintiff on January 11, 2024.
8. Fahrenheit is a scale of temperature on which water freezes as 32° and boils at 212° under standard conditions. Fahrenheit is referred to in the case as "F" following the degrees(°) symbol.

Docket No. CV-24-000011S

STATE OF CONNECTICUT

MAX MAYFIELD,  
Plaintiff

JUDICIAL DISTRICT OF  
HAWKINS

v.

BENNY'S BURGERS CORPORATION,  
Defendant

SEPTEMBER 15, 2024

**Note:**  
**Jury instructions are NOT to be read to the jury on the  
day of the Mock Trial Competition.**

The following instructions will be read to the jury at the conclusion of the presentation of evidence during the trial.

**A. Bifurcated Trial**

The parties agree that the only issue to be decided today is liability. If liability is found, the parties agree to have a separate hearing to decide damages. This means that you will decide only the liability in this trial, and you are not to consider the amount of award, if any.

**B. The Jury: Finders of the Facts**

Under our Constitution and Code of Laws, only you – the jury – can make the findings of fact in this case. I am not permitted to tell you how I feel about the evidence that has been presented. Throughout this trial, I have intended to be fair and impartial toward each of the parties involved.

To determine the facts in this case, you will have to evaluate the credibility – or believability of the witnesses. You are the sole judges of the credibility of the witnesses, and, in considering their credibility, you may take into consideration many things, such as:

- Your impression of the appearance and manner of the witness on the stand, sometimes referred to as the demeanor of the witness.
- Was the witness forthright or hesitant?
- Was the witness's testimony consistent, or did it contain discrepancies?

- How did the witness come to know the facts about which he or she testified?
- Did the witness have a cause or a reason to be biased and prejudiced in favor of the testimony he or she gave?
- Was the testimony of the witness corroborated or made stronger by other testimony and evidence, or was it made weaker or impeached by other testimony and evidence?

You can believe as much or as little of each witness' testimony as you think proper. You may believe the testimony of a single witness against that of many witnesses – or just the opposite.

### **C. Expert Testimony**

Now, you have also heard the testimony of witnesses who have special knowledge, skill, experience, training or education in the field of a particular profession or occupation, who have given their opinions as experts about matters in which they are skilled. In determining the weight to be given such an opinion, you should consider the qualifications and credibility of the experts and the reasons given for their opinions. You are not bound by such opinions. Give them the weight, if any, to which you deem them to be entitled.

### **D. Circumstantial Evidence**

There are two types of evidence presented during a trial – direct evidence and circumstantial evidence. Direct evidence is the testimony of a person who asserts or claims to have actual knowledge of a fact, such as an eyewitness. Circumstantial evidence is proof of a chain of facts and circumstances indicating the existence of a fact in issue. The law makes absolutely no distinction between the weight or value to be given to either direct or circumstantial evidence. Nor is a greater degree of certainty required of circumstantial evidence than of direct evidence.

### **E. Elements of a Cause of Action**

To state a cause of action against a Defendant, the law requires a Plaintiff to set out in the complaint the essential elements that make up the cause of action. The cause of action in this complaint is strict liability. In the complaint, the Plaintiff in this action has set forth the essential elements of that cause of action, each of which is denied by the Defendant.

### **F. Defenses**

In its Answer to the Plaintiff's Complaint, the Defendant has set forth two defenses. In the first defense, the Defendant admits the truthfulness of certain claims – such as the time and date of the occurrence – but denies each and every claim that would make it responsible for the Plaintiff's

injuries. By doing this, the Defendant is placing upon the Plaintiff the burden of proving the necessary elements of the claim. In addition to this general defense, the Defendant puts forth the affirmative defense of Comparative Negligence. The burden is on the Defendant to prove that defense.

#### **G. Burden of Proof**

The Plaintiff has the burden of proving sufficient facts to establish each element of the cause of action of strict liability set forth in the Complaint. The Defendant has the burden of proving sufficient facts to establish each element of its affirmative defense of Comparative Negligence. Each party must meet this burden by proving the elements by the preponderance – or the greater weight – of the evidence. So, what do we mean by the greater weight of the evidence? Simply this. Imagine a traditional set of scales. When the case begins, the scales are even. After all the evidence has been presented, if the scales remain even or if they tip – ever so slightly – in favor of the Plaintiff, then the Plaintiff will have met the burden of proof, and your verdict would be for the Plaintiff.

If, on the other hand, the scales tip – no matter how slightly – in favor of the Defendant, then the Plaintiff will have failed to meet the burden of proof, and your verdict should be for the Defendant.

Of course, there is no way to weigh evidence except through the exercise of your good common sense and judgment. It is entirely a mental process. The evidence you should give the most weight to is that which convinces you of its truth, regardless of the source from whom it comes.

#### **H. Strict Liability**

In this case, the Plaintiff claims that the Defendant should be held strictly liable for the Plaintiff's injuries. Strict liability means liability without fault. Under the theory of strict liability, even if the Defendant used due care, the Defendant may be responsible for the Plaintiff's injuries. In other words, it does not matter whether the Defendant was negligent or not negligent. It does not matter if the Defendant's conduct was accidental or unintentional. The Plaintiff does not have to prove that the Defendant made a mistake or that the Defendant purposefully caused harm. If the product was defective and unreasonably dangerous when it left the Defendant's hands, the Defendant is strictly liable even if all reasonable care was used in making and selling the product and even if the Plaintiff did not buy the product from the Defendant. Because the Plaintiff does not have to show negligence under the cause of action of strict liability, your focus should be on the product itself, not the conduct of the Defendant.

To recover under strict liability, the Plaintiff must prove four elements by a preponderance, or greater weight, of the evidence:



1. That the product was in a defective condition;
2. That the defective condition rendered the product unreasonably dangerous to the Plaintiff;
3. That, at the time of the accident, the product was in essentially the same condition as it was when it left the hands of the Defendant; and
4. That the defective condition was the cause of the Plaintiff's injuries.

**I. Defective Condition**

The Plaintiff must first prove that the Defendant manufactured and/or sold the product in a defective condition that was unreasonably dangerous to the user at the time of the sale. A defect is a condition that makes a product unreasonably dangerous. A defect does not have to be an error in the manufacture of the product. There are three types of defects: (1) manufacturing defects; (2) design defects; and (3) failure to warn or failure to provide adequate instructions. The Plaintiff has the burden of proving one or more of these types of defects.

**J. Manufacturing Defects**

A product is defective when it is improperly made according to the manufacturer/seller's own specifications. This is known as a manufacturing defect. With a manufacturing defect, something went wrong in the manufacturing process that rendered the product defective.

**K. Design Defects**

With a design defect, there is a flaw in the product's design. The Plaintiff must prove that the product, as designed, was in a defective, unreasonably dangerous condition. The test is not whether the product could be made safer, but whether its design was unreasonably dangerous.

**L. Failure to Provide Adequate Warnings**

With an inadequate warning defect, the product was defective because a manufacturer/seller failed to warn or failed to provide adequate instructions to the user about safety risks in the normal use of the product. A product may, by reason of its nature and use, be unreasonably dangerous unless proper instructions and warnings are given for its intended use. If that is the case, a manufacturer/seller must give an appropriate warning of any dangerous condition that is likely to be encountered. The warning must be one that would cause a reasonable person to use caution. In deciding

whether the warning was adequate, you should consider the likelihood of an accident taking place and the seriousness of the potential consequences.

A product may be found defective if the product is unreasonably dangerous in the hands of a user without a suitable warning. A manufacturer/seller is not required to warn about defects in a product unless the manufacturer/seller knew or should have known about the defects when the product was sold.

Where a warning is given, the manufacturer/seller may reasonably assume that it will be read and followed. A product is not defective if it has a warning that makes the product safe for use if followed.

If you find it was probable that a user would be injured by the product and that the injury was not reasonably foreseeable to the user, then the product is defective. You cannot find the product defective if it were only possible that such an injury would occur.

**M. Unreasonably Dangerous**

In deciding whether a product is unreasonably dangerous and defective, you should consider what dangers would be reasonably anticipated by a typical user of a product of this kind. Then, you should decide whether the particular product involved in this case had a tendency for causing damage beyond those dangers that an ordinary user with common knowledge of the product's characteristics would anticipate. You should also consider whether the dangers associated with the use of the product outweigh the usefulness of the product, the cost involved for added safety, the likelihood and potential seriousness of the injury, and the obviousness of the danger.

The manufacturer/seller is not responsible for any and all accidents that occur from the use of its product. All that the manufacturer/seller is required to do is to make a product that is free from defective and unreasonably dangerous conditions. A product is not defective simply because an accident occurred when someone was using the product. A product need not be accident-proof. The manufacturer/seller is not an insurer of the absolute safety of its product. It is enough if the product is reasonably safe even if an injury results from its use.

Many products cannot be made completely safe for use. If a product is useful, desirable, and properly prepared, manufactured, packaged, and accompanied with adequate warnings and instructions, it cannot be said to

be defective even if it is dangerous. The fact that a product can be made safer alone does not make the product unreasonably dangerous.

**N. No Substantial Change in Condition**

Next, the Plaintiff must prove that the product was expected to and did reach the ultimate user without a substantial change in the condition in which the Defendant sold it. The Defendant is responsible only for defective and dangerous conditions that were present at the time it sold the product. Unless you find that the defective condition existed at that time, the Plaintiff is not entitled to recover from the Defendant.

In order for the manufacturer/seller to be held responsible, the product must have left the manufacturer/seller's hands in a condition not contemplated by the ultimate user that would be unreasonably dangerous when used in an intended manner. However, the manufacturer/seller cannot be held responsible if the product was delivered in a safe condition but later mishandling or other causes made it harmful by the time it was used, unless the mishandling or other causes were reasonably foreseeable and to be reasonably expected.

In deciding whether there was a substantial change in the product, you must decide whether it was reasonably foreseeable at the time the product left the Defendant's possession that the change would be made. If the change was reasonably foreseeable, there is no substantial change in the condition of the product. However, if the change made was not reasonably foreseeable, there is a substantial change in the product and the Defendant cannot be held responsible for any defect in the product caused by the change.

**O. Proximate Cause and Injury to Plaintiff**

Finally, the Plaintiff must prove that the defective condition of the product was the proximate cause of the Plaintiff's injuries. Proximate cause is something that produces a natural chain of events that, in the end, brings about the injury. It is the direct cause of the injury. To prove that the defective condition proximately caused the Plaintiff's injury, the Plaintiff must prove causation in fact. This is proven by showing that the injury would not have occurred but for the defective condition.

Proximate cause does not mean the only cause. The defective condition can be a proximate cause of the Plaintiff's injury if it was at least one of the direct, concurring causes of the injury.

**P. Corporations**

A corporation can only act through its agents or employees. Therefore, a corporation is responsible for any acts or omissions of its agents or employees that proximately cause injury to another person if those acts or omissions occur while they are acting within the scope of their employment.

**Q. Respondeat Superior (Employer Liability)**

An employer is liable for the acts or omissions of employees that are within the scope of their employment and that proximately cause injury to another person. An employer is not liable for the intentional acts of an employee which are motivated by a personal desire that does not benefit the employer.

**R. Comparative Negligence**

The Defendant claims that the Plaintiff's own negligence proximately caused the Plaintiff's injuries. If you find that the Defendant is strictly liable, you must then decide whether the Plaintiff was negligent. The Defendant must prove by a preponderance, or greater weight, of the evidence that the Plaintiff breached a duty of care and that breach proximately caused the Plaintiff's injuries.

If you find that the conduct of both the Plaintiff and the Defendant proximately caused the Plaintiff's injuries, you must then decide how much the conduct of the Plaintiff contributed to the Plaintiff's injuries and how much the Defendant's conduct contributed to the Plaintiff's injuries. In deciding the percentages of fault of the Plaintiff and the Defendant, you may consider, among other things, the following factors:

1. Whether each party's conduct was only inadvertent or whether it was engaged in with an awareness of the danger involved;
2. The magnitude of the risk created by each party's conduct, including the number of persons endangered and the possible severity of the injury;
3. The significance of the goal that each party was trying to reach and the need to achieve the goal in that manner;
4. Each party's capabilities and abilities to realize and eliminate the risk involved;

5. The particular circumstances confronting each party at the time the conduct occurred, such as the existence of an emergency requiring a quick decision;
6. The relative closeness of the causal relationship of the conduct of the Defendant and the harm to the Plaintiff; and
7. Whether the conduct of either party involved a violation of a safety statute or regulation.

1           1.     My name is Max Mayfield. I am 30 years old. I live at 11 Enzo Lane,  
2     Hawkins, Connecticut. I was born and raised in Hawkins and I am a single parent.  
3     My eleven-year-old daughter, Elle, keeps me on my toes. We used to play guitar  
4     and tennis together every chance we had—before I was injured. My injuries –  
5     particularly to my right arm, hand and wrist – prevent me from doing those things.

6           2.     I am employed by Hawkins Community Bank as the Loan Department  
7     Manager. I have been with the bank since graduating from Hawkins College in  
8     2010 with a degree in Business Management. As Department Manager, I am  
9     responsible for loans and supervising loan officers. My office is located at the Argyle  
10    Boulevard branch.

11          3.     I was severely burned when boiling hot coffee spilled on my right side –  
12    my hand, wrist, arm, stomach, and leg. This happened on Thursday, January 11,  
13    2024. I was on my way to work with my co-worker, Robin/Rob Buckley. We carpool  
14    to work because we live so close to each other, we both work at the Argyle  
15    Boulevard branch, and we have the same work hours. Buckley is one of six loan  
16    officers who work for me. We worked together as tellers until I was promoted to  
17    head teller for the branch. At Hawkins Community Bank, everyone starts as a  
18    teller. Buckley and I have worked our way up the ladder at the bank together.  
19    Buckley had been there a few years when I started working at the bank. In fact,  
20    Buckley was my trainer when I started out as a teller. We both moved over to

21 customer service and then to the loan department at about the same time. Even  
22 though I was promoted to head up the loan department when Buckley had also  
23 applied for it, we remain friends.

24         4.       That week was Buckley's week to drive. I was in the passenger seat.  
25 Buckley had missed breakfast, so we decided to order online our breakfast and  
26 coffee from Benny's Burgers. There is a separate line in the drive-thru for online  
27 orders. Since I was not driving, I placed the online order. I usually wait until I get  
28 to work to have my second cup of coffee, but Benny's Best is pretty good coffee. So, I  
29 ordered a regular cup of coffee with cream and sugar, and I checked off the request  
30 for "extra hot coffee." Buckley handed the cup over to me along with Buckley's bag  
31 of food with the receipt attached. We were pulling out of the parking lot when  
32 suddenly, the top popped off my coffee cup. There must have been a bump, drop or  
33 something between the driveway and the street because Buckley's SUV bounced as  
34 we were turning out of Benny's.

35         5.       I know Benny's is trying to say that I took the lid off the coffee cup, but  
36 I did not take it off. I did order cream and sugar, but I would not mix my coffee in  
37 the car. I was just holding the cup when the car bounced. I do not know if the lid  
38 came off because it was not secured properly or if I squeezed that flimsy paper cup  
39 when I was jolted. All I know is that the lid came off. That is when the coffee spilled  
40 on me and changed my life forever. A picture of what my coffee cup and lid looked  
41 like is shown in Exhibit 5.

42           6.       The coffee spilled on my right side – my hand, wrist, the inside of my  
43 right forearm, my lower abdomen, and the front and inside of my right thigh. My  
44 first reaction was to scream. I grabbed the first thing that I could find, which was a  
45 pile of napkins Buckley had placed on the middle console and I tried to wipe off the  
46 coffee. It was too late. Buckley pulled over and tried to help me. Buckley's food  
47 ended up in my lap and on the floor, along with my coffee cup, the cream and sugar  
48 packets, and whatever was left of my coffee. It was a mess, and the pain was  
49 unimaginable.

50           7.       Buckley came around and opened my door. I sort of dove out. It was  
51 like my clothes were on fire. I tore off my pants, which was a mistake. The coffee  
52 had fused my clothes to my skin, so the pants took my flesh along with it. I think  
53 that must have been when I passed out because the next thing I remember is  
54 returning to consciousness when one of the Emergency Medical Technicians (EMTs)  
55 touched my arm in the ambulance. All I know is it felt like my body was wrenched  
56 with pain. I was screaming. She must have given me some medication because I  
57 have no memory of anything after that until I woke up in the hospital.

58           8.       I was still kind of out of it, but I remember seeing Dr. Wheeler and the  
59 nurses. I remember someone cutting off the rest of my clothes. I certainly remember  
60 the debridement procedure, which was the worst pain I have ever experienced in my  
61 life. It was like I was being burned over and over again with each piece of burned  
62 skin or melted clothing the doctor removed. I kept begging for pain medication, but  
63 they told me they were already giving me something in my IV. After what seemed



64 like hours of this painful procedure, Dr. Wheeler told me I needed to have surgery  
65 to graft the skin from my uninjured leg to my burned arm. It was then that I knew  
66 how serious my injuries were. My brother and sister were there—they reassured me  
67 they would be there to help me through the recovery process and to help with Elle.

68           9.     I guess I was somewhat naïve to think the skin graft would be the end  
69 of it. Dr. Wheeler took some pictures of the injuries before I was released from the  
70 hospital. A couple of the pictures taken are marked as Exhibit 1. When I was finally  
71 released from the hospital after more than a week, Dr. Wheeler told me that my  
72 ordeal was far from being over. I was told to expect one and possibly more  
73 reconstructive surgeries and months of physical therapy to regain function in my  
74 hand.

75           10.    It turned out that I had to undergo two more surgeries--I still do not  
76 have normal function in my hand or wrist. I cannot play tennis at the level I used  
77 to. My game had really been improving before I was injured. The guitar is truly a  
78 tragic loss for me. I know I was an amateur, but in my heart, I think that I might  
79 have had a side career in it if I had not been burned. I played regular gigs with a  
80 small band on the weekends at local night spots. We even did some local shows  
81 before the incident.

82           11.    Then there are the scars. The scar on my thigh is just awful. Shorts  
83 and bathing suits are out of the question unless I want to deal with rude stares and  
84 thoughtless questions. I cannot hide the scar on my hand, wrist or arm. I spend all  
85 day at the bank across from the desk from customers. I am right-handed and I have

86 to write, talk on the phone, pass documents – all with my right hand visible to  
87 customers. Every time I reach for something, my scars are there. It is very  
88 awkward for my customers. I can tell they are uncomfortable the way they look  
89 away or seem distracted from our conversation.

90 12. If you had asked me the day before the incident how badly a person  
91 could be hurt by a spilled cup of coffee, I would have said that you might expect it to  
92 hurt; maybe some blistering. Of course, I have burned my tongue on hot coffee  
93 before but I never would have imagined that coffee would cause you to be burned so  
94 badly that you would have to have multiple surgeries and live with gruesome and  
95 debilitating scars for the rest of your life. That is just not normal. People assume  
96 that when they are served food and beverages at a restaurant, that the products  
97 and containers are safe.

98 13. I have also been informed that Benny's is claiming that they warned  
99 me the coffee was hot. That is not true. The employee who handed the food and  
100 coffee to Buckley said nothing about the coffee being too hot to drink or that there  
101 was any danger. I was able to hear the entire conversation between Buckley and the  
102 employee. The only thing the employee said was, "Have a nice day" – it was  
103 anything but a nice day for me thanks to Benny's.

The foregoing is true and correct to the best of my knowledge and belief.

/s/ Max Mayfield  
Max Mayfield

SIGNED AND SWORN to me June 4, 2024.

/s/ Victor Creel

Victor Creel, Notary Public

State of Connecticut

My Commission Expires: 10/24/26

Affidavit of  
NAT WHEELER, M.D.

Treating Physician

---

1           1.       My name is Dr. Nat Wheeler. I was born and raised in Boston,  
2       Massachusetts and I am 47 years old. I received my bachelor's degree at Boston  
3       College, and my medical degree at the Yale School of Medicine. After a residency in  
4       the Yale Department of Surgery, I completed a clinical fellowship at the  
5       Massachusetts Burn Center Research Laboratory. Upon completing my fellowship,  
6       I decided to move back to Connecticut in 2019. I was immediately hired as an  
7       emergency room doctor at Hawkins Medical Center here in Hawkins, Connecticut.  
8       In 2020, I was promoted to the director of the trauma unit at Hawkins Medical  
9       Center. In addition to fulfilling my patient care duties, I have had the best of both  
10      worlds by also working as a virtual internet consultant for the Massachusetts Burn  
11      Center Research Laboratory since I left there in 2019. The Massachusetts Burn  
12      Center has an emphasis on aberrant healing processes including hypertrophic scar  
13      formation and chronic non-healing wounds. I have published thirty-four articles in  
14      the area of wound repair, treatment for burns, and scar prevention. I have been a  
15      member of the National Burn Association since 2019.

16           2.       I was on duty in the trauma unit when Max Mayfield was brought in  
17      by ambulance. The patient was somewhat sedated, but clearly in extreme  
18      discomfort. We removed the patient's remaining clothing and immediately assessed  
19      the burns. Once the patient was reasonably stable, we began to administer  
20      additional intravenous pain medication.

21           3.       The most crucial element of burn treatment is to evaluate the extent  
22       and degree of the injury. A skin burn is damage to the dermis caused by exposure to  
23       heat, electricity, or chemicals. Extreme heat causes cell damage through rapid  
24       protein denaturation. The depth of the burn depends on how deeply the heat  
25       penetrates the skin. Max suffered a scald. A scald is a burn caused by hot liquid or  
26       steam, known as “wet heat.” A scald travels much more quickly into the skin and  
27       underlying tissues than a burn caused by a flame, known as “dry heat.” A scald  
28       resulting from wet heat with a surface temperature of more than 156° F will  
29       produce immediate vessel clotting and death of the tissue. Dry heat results in such  
30       damage at a higher temperature. The hot liquids chart, which is marked as Exhibit  
31       4, illustrates the dangers of extremely hot liquids. Burn depth depends on four  
32       factors: the temperature of the heat source, whether the source is wet or dry, the  
33       thickness of the affected skin layer, and the length of time the source is in contact  
34       with the skin. Extended exposure to a high temperature wet heat source on thinner  
35       skin is the most damaging type of burn injury.

36           4.       Burns are classified in terms of degree. I have provided a chart to  
37       illustrate the dermis layers, Exhibit 2. An illustration of dermis layers with varying  
38       degrees of burn injuries is marked as Exhibit 3. First-degree burns are minor and  
39       extend only into the epidermis. First-degree burns are characterized by erythema  
40       or redness and relatively minor pain at the burn site. In addition to erythema,  
41       second-degree burns fill with clear fluid and blister superficially. Although it might  
42       seem counter-intuitive, a second-degree burn might be less painful than a first-

degree burn. It depends on the extent of nerve damage. The more damage to the nerves, the less pain. Less nerve damage, however, results in excruciating pain. Second-degree burns ordinarily extend through the epidermis and into the papillary dermis layer, but can also involve the reticular dermis. Third-degree burns turn red, blister, fill with a purplish fluid, and have skin charring resulting in eschars, or hard, leathery scabs. Third-degree burns are usually painless because of the destruction of the nerve endings in the burned areas. Of course, this refers to the level of initial pain. Quite often, it is the treatment and healing more than the burn itself that cause the most severe pain. Think about an everyday burn, such as a sunburn or a burn you might get while cooking. It is painful, but if you put cool water or ice or aloe on it, it soothes the pain. But when the cooling action of the topical treatment wears off, the pain returns, often more severely. What you are doing with the topical treatment is numbing the nerves. When the nerves wake back up, the pain signal to the brain returns. Similarly, with a third-degree burn, the nerves have burned off, so the patient does not feel pain. As those nerves heal and feeling returns, however, the pain can be excruciating. Adding the repetitive trauma of the cleaning and debridement procedures only exacerbates the pain.

5. Max suffered burns on the front of the right thigh and abdomen and on the right hand, wrist, and forearm. The burn to Max's abdomen was a first-degree burn. The burns to Max's thigh were second-degree burns. The burns to Max's hand, wrist, and forearm were third-degree burns. Photos of Max's burns are marked as Exhibit 1.

6. In addition to the degree of the burn, the extent of the injury must also be evaluated. We calculate the percentage of the body affected by both second- and third-degree burns. Max suffered second degree burns to about 6% of the body and third degree burns to about 5% of the body. The burns to the hand, wrist, and forearm were more severe probably due to the fact that those areas were exposed to the hot liquid first and for a longer period of time. Contrary to what a lay person may think, the application of ice at the scene likely worsened the injury to the hand, wrist, and forearm because the sudden and massive amount of temperature change destroyed the skin cells. The leg injury, while less severe, was complicated by the fact that the patient's pants were made of a synthetic fabric, which adhered to the skin.

7. At the hospital, Max was treated first with cool water for approximately ten minutes. This was done to help alleviate the pain and reduce swelling. We then debrided or cut away the blistered skin on the thigh, then covered it loosely with a sterile dressing to prevent infection. The injury to the hand, wrist, and forearm required more extensive treatment. The surgery included excision of the dead tissue and preliminary grafting. Unless they are smaller than about an inch square, third degree burns require a skin graft to heal. We removed healthy skin from Max's left thigh and transplanted it to the hand, wrist, and forearm. Max was hospitalized for fourteen days, which was necessary because it takes seven to fourteen days for the grafted skin to properly adhere to the wound site. Until that occurs, there is significant risk of tearing and infection. Not only

87 that, but the site from which we harvest the healthy skin, known as the “donor  
88 site,” takes up to fourteen days to heal as well. In addition, the patient experiences  
89 significant pain at both sites, which generally should be managed in a hospital  
90 setting.

91 8. I have followed Max’s rehabilitation and reconstruction treatment  
92 since being discharged from the hospital. The burn site on Max’s abdomen remains  
93 discolored, but it is expected to have a completely normal appearance. The burns on  
94 Max’s thigh and forearm near the elbow are hypertrophic scars, which are raised  
95 scars that are thick and red. Generally, hypertrophic scars improve with time. Max  
96 has been receiving steroid injections and applications to speed up the healing.  
97 Unfortunately, Max has what is called a contracture scar on the area between the  
98 right forefinger and right thumb extending down and around to the inside of the  
99 right wrist. A contracture scar is a permanent tightening of skin that develops  
100 when the normal elastic connective tissue is burned and inelastic fibrous tissue  
101 replaces it during the healing process. The muscles and tendons beneath the  
102 surface of the skin contract, preventing normal movement – hence the name.  
103 Contractures limit mobility and can ultimately result in degeneration of the nerves.

104 9. Function restoration is a second step in the treatment process, after  
105 healing. Max’s treatment required two additional operations to correct or release  
106 the contracture on the hand and wrist. Extensive physical therapy was required  
107 following each restoration procedure. In spite of these efforts, Max is not likely to  
108 regain full function of the right hand and wrist. In addition, Max will have



109 permanent scarring on the thigh and forearm and permanent scarring and  
110 deformity on the hand and wrist. However, in my opinion to a reasonable degree of  
111 medical certainty, Max should be able to physically resume normal activities such  
112 as playing tennis and the guitar.

113         10. It is my medical opinion that exposure to the hot coffee served by the  
114 Defendant was the cause of Max's injuries. However, the only information I have  
115 about how the accident happened is from Max. Two days following Max's  
116 admission, I contacted Eddy/Eddie Munson at the Department of Food Inspection  
117 and Protection (DPH). I personally know Eddy/Eddie from the Community  
118 Outreach Committee of the Hawkins Medical Center, where we discuss hazards  
119 that cause burn injuries. Though patient confidentiality is of the utmost  
120 importance, I was able to share the cause and severity of the injuries without  
121 discussing who the patient was.

122         11. Although I am a practicing trauma surgeon, I am frequently asked to  
123 serve as an expert witness in burn cases. I cannot tell you how much income I  
124 make per year from being an expert witness, as my spouse keeps track of that and  
125 handles all the accounting and taxes for that income. I do know that my income  
126 from expert fees in litigation nicely supplements my income from the hospital,  
127 which is about \$350,000 per year. I do not think I could ever leave "the real world"  
128 of trauma surgery in order to be a fulltime consultant, as appealing as the money  
129 is. Money is not everything. This is reinforced every day when I see people like Max  
130 – or especially children – who have been horribly injured through no fault of their

own. No amount of money could adequately compensate someone for trauma like that.

12. I charge \$500 per hour for expert testimony, with a minimum of \$2,500 per day that I am in court for trial testimony. I have been hired as an expert in approximately 200 cases in the past five years. My role as an expert usually begins with a review of the records and a preliminary opinion. If the attorney wishes to use my opinion, I am then asked to conduct additional work such as examining the injured victim and providing deposition and possibly trial testimony.

13. I treated Max, so my involvement with this case was not initially through the attorney. In this situation, I am both the treating physician and an expert witness for my opinions today. So, I am being paid for my expertise and experience at my usual rate in rendering my opinions for this case. So far, I have spent approximately ten hours evaluating Max's case outside of the treatment in the hospital and follow-up procedures.

The foregoing is true and correct to the best of my knowledge and belief.

/s/ Nat Wheeler

Nat Wheeler

SIGNED AND SWORN to me on September 3, 2024.

/s/ Doris Driscoll

Doris Driscoll, Notary Public

State of Connecticut

My Commission Expires: 12/08/24

Affidavit of  
EDDY/EDDIE MUNSON

Dept. of Public Health

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1           1.       My name is Eddy/Eddie Munson. I am 48 years old. I live in Hawkins,  
2       Connecticut. I have been employed by the Connecticut Department of Public Health  
3       (DPH) since 2018. I graduated from the University of California Irvine with a  
4       degree in culinary arts in 2003 and immediately began working for the California  
5       Department of Health and Safety. I moved to Connecticut in 2010 to be closer to my  
6       parents. I was able to land a job with DPH not long after I relocated.

7           2.       DPH's job is to protect the public by preventing food-borne illnesses.  
8       DPH has adopted uniform regulations for food service operations throughout the  
9       state. I am a Food Protection Supervisor (FPS), the DPH regional office that  
10      includes Hawkins. My job involves the supervision of the permitting process and  
11      inspection of all retail food establishments. We are the people who put up those  
12      DPH Food Safety Inspection stickers that you see in food retail businesses. The food  
13      safety ratings in Connecticut are based on a numerical score coinciding with a letter  
14      grade like a test grade in school. If you see "Grade A," the establishment scored  
15      between 88 and 100 points at its last inspection. A facility with a "Grade A"  
16      typically exhibits very good to acceptable scores based on an unannounced routine  
17      inspection or an upgrade following remedial efforts based on a prior lower grade.  
18      DPH will also conduct unannounced inspections in response to citizens' complaints.

19          3.       DPH's mission and the regulations provide the framework for its  
20      activities in restaurant inspection, which primarily concern food-borne illnesses.

21 Our job is to make sure establishments maintain their food at proper temperatures  
22 and maintain a sanitary environment to avoid the spread of disease-causing  
23 bacteria. Our regulations do not specifically address burn prevention practices,  
24 inspections for burn hazards or burn risks as part of our standard evaluation,  
25 permitting, or food safety rating system. However, I believe the assessment of burn  
26 injury risk should be an integral part of food safety.

27         4.       Approximately two million people seek medical attention for burns in  
28 the United States each year with fifty to seventy thousand requiring  
29 hospitalization. The most common place for a burn to take place is outdoors and the  
30 second most frequent area where burns take place is in the kitchen. Water and  
31 coffee scalds account for forty percent of burn injuries to restaurant workers--the  
32 fourth most common occupation of burn victims. Given this tremendous risk, I do  
33 not understand why DPH regulations do not include specific requirements for burn  
34 prevention. There would be no additional cost to DPH because we already conduct  
35 comprehensive inspections, and we have the equipment—we have industrial  
36 thermometers to measure the temperature of the water used to clean equipment,  
37 dishes, and utensils as well as the tap water. Measuring the temperature of hot  
38 beverages like coffee or tea and hot liquid foods like soup or gravy should simply be  
39 part of the routine inspection. I have written memos to my supervisors and letters  
40 to members of the General Assembly, but the regulations have not changed.

41         5.       I believe injuries like those suffered by the Plaintiff in this case could  
42 easily be avoided if restaurants and other food service establishments were required

43 to comply with guidelines designed to prevent burns. I am sure this particular  
44 injury would not have occurred because there have been complaints about the  
45 temperature of Benny's Best coffee in the past. In fact, in the two years prior to Max  
46 Mayfield's accident, I processed nine complaints about coffee sold at the Argyle  
47 Boulevard Benny's. By "processed," I mean I only read them and passed them over  
48 to Benny's manager, Dusty Henderson. Because the complaints did not raise a  
49 potential food regulation violation, my hands were tied. I was unable to conduct a  
50 complaint inspection or require Benny's to reduce the hold and serving  
51 temperatures of its coffee. I could only mention the complaints to Benny's manager  
52 during my bi-annual routine inspections. Although I was not happy about the coffee  
53 complaints, Benny's Burgers has received a "Grade A" rating at every inspection  
54 since the establishment opened.

55           6.       When I received a call from Dr. Wheeler at the Hawkins Medical  
56 Center, I had just about had enough. I heard that Dr. Wheeler's patient, Max  
57 Mayfield filed a lawsuit. After that phone call, I decided to take matters into my  
58 own hands. I subsequently went to the Argyle Boulevard Benny's Burgers for an  
59 unannounced complaint inspection. I measured the temperature in the three coffee  
60 urns. The temperatures were 189° F, 194° F, and an unbelievable 201° F. These  
61 temperatures rendered this coffee unfit for consumption and potentially hazardous  
62 to the health of the workers and customers who handled it. The DPH Complaint  
63 Inspection Report I prepared and submitted is marked as Exhibit 8.

64           7.       The severity of injury with scalds depends largely on the temperature  
65   of the liquid. According to the Exposure to Hot Liquids Chart published by the  
66   National Institute for Burn Injury Prevention, marked as Exhibit 4, at 120° F (the  
67   recommended temperature setting for home water heaters), skin requires five  
68   minutes of exposure for a third-degree burn to occur. Increase that to 125° F and  
69   the exposure time to third-degree burning is reduced to two minutes. When the  
70   temperature of a hot liquid is increased to 140° F it takes only five seconds for a  
71   serious burn to occur. Coffee and other hot beverages are usually served at 160° F to  
72   180° F. Such beverages are not fit for consumption at those temperatures. While it  
73   might be appropriate to store such liquids at those high temperatures, they should  
74   not be served or consumed until they have cooled to about 125° F.

75           8.       You might wonder how I know this. I have been with DPH for about  
76   fifteen years. Before that, I was a health and safety inspector in California. In the  
77   course of working as a health and safety inspector, I participated in a variety of  
78   training and educational programs. One of my other passions is to serve as a  
79   volunteer firefighter. I was certified by the California Association of Fire Safety and  
80   the National Institute for Burn Injury Prevention after completing continuing  
81   education programs. I currently serve on the Connecticut Burn Injury Task Force  
82   and previously served as the chair of that task force. I am also a lay member on the  
83   Community Outreach Committee of the Hawkins Medical Center, which produces  
84   pamphlets for adults and coloring books for children about the household hazards  
85   that frequently cause burn injuries. This is where I met Dr. Wheeler.

86           9.     Prevention of burn injuries in children is of particular importance to  
87     me. When I was a child, my cousin suffered third-degree burns over 40% of his body  
88     when he was scalded by hot water from a boiling pot which accidentally spilled off  
89     the stove and onto him. He has suffered ever since from debilitating scars and has  
90     never been able to live a normal life.

91           10.    Unfortunately, restaurant managers like Dusty Henderson do not take  
92     burn risk concerns very seriously. They know that we do not inspect for burn risks  
93     nor do we have official standards for burn prevention. Safety costs money, which  
94     cuts into profit. I am not suggesting that a business should not make a profit. I just  
95     know that if you do not require safety precautions to be taken, restaurants will not  
96     do it because it hurts the bottom line. It is easier to cut corners and then blame the  
97     victim.

98           11.    What happened to Max Mayfield was completely preventable.  
99     Unfortunately, Benny's is not subject to any penalties because the cause of this  
100    tragedy is unregulated by DPH. For that reason, my boss required me to delete my  
101    Complaint Inspection Report from the DPH database. He also reprimanded me for  
102    acting outside the scope of my department's authority. Thanks to the reckless  
103    disregard Benny's Burgers management has for the safety of its customers, my  
104    employment record and reputation at work have been irreparably harmed. Every  
105    year, I have been passed over for a promotion to regional supervisor. I am  
106    exceptionally well qualified for that job, even more so than the person who got it. I  
107    am sure that it was this Benny's Burgers controversy that cost me the promotion.

108 Luckily for the Plaintiff, I kept a copy of my Report for my own records because I  
109 thought I might need it someday.

The foregoing is true and correct to the best of my knowledge and belief.

/s/ Eddy/Eddie Munson  
Eddy/Eddie Munson

SIGNED AND SWORN to me on September 10, 202.

/s/ Terry Ives  
Terry Ives, Notary Public  
State of Connecticut  
My Commission Expires: 12/5/27



Affidavit of  
STEVIE HARRINGTON

Director of Quality Assurance

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1           1.       My name is Stevie Harrington. I am 38 years old and I live in  
2       downtown Hawkins with my four-legged “child,” Beau, a Boston Terrier. I am a  
3       graduate of the Business School at the University of Rhode Island where I obtained  
4       my degrees – a Bachelor of Science in Marketing and Management and my Master’s  
5       in Business Administration. After graduating, I moved back to Hawkins because I  
6       missed home. My current position is Director of Quality Assurance (DQA) for  
7       Benny’s Burgers Corporation. The Quality Assurance Division is responsible for  
8       conducting research and developing policy related to product and service quality for  
9       all Benny’s Burgers locations. Benny’s Burgers is a solid company that is  
10      particularly good to its employees. Unlike some other employers, the Benny’s  
11      Burgers Corporation employee benefits package includes company stock. Basically,  
12      all Benny’s Burgers employees are owners of the company. When Benny’s Burgers  
13      does well, we all do well.

14          2.       Before landing the top spot at Benny’s in 2020, I was a customer  
15      service research analyst for Murray’s Cups, LTD. I am confident that my experience  
16      with Murray’s Cups is what made me attractive to the VIPs at Benny’s. Everyone is  
17      so into coffee these days. To survive in the food and beverage business, restaurants  
18      must offer a good cup of coffee. Benny’s executives were looking at a new campaign  
19      to change the company’s image from a fast-food burger joint to a restaurant offering  
20      a variety of menu items cooked to order, fresh and fast, which meant serving a

21 higher-quality coffee which is a challenge for a fast-food company. We were not a  
22 coffee shop. We were not going to sell six-dollar lattes from our drive-thru windows.  
23 But we knew we could serve our customers a hot cup of really good coffee, served  
24 fresh and fast, and at a low price. Benny's Best was "born."

25         3.       I know this about coffee because one of my first assignments as DQA at  
26 Benny's was to review market research on the issue. Benny's takes customer  
27 satisfaction very seriously. We are constantly measuring customer satisfaction  
28 through a variety of methods. We have response cards at our stores; we offer  
29 promotions through our 1-800 number available to customers to give us feedback;  
30 and we review and address every negative comment or complaint we receive. In  
31 addition to these methods of gauging the level of satisfaction of our current  
32 customers, we also study the needs and wants of potential customers through  
33 market research tools like surveys and product testing. We use a company called  
34 The Nina Project for our surveys. The Nina Project has a database of 10,000  
35 consumers who have agreed to periodically participate in market research for The  
36 Nina Project. If we have a new product idea, or if sales slump for a particular menu  
37 item, or if we want to know if people prefer paper or plastic straws with or without  
38 wrappers, we develop a survey or product test with The Nina Project. They conduct  
39 the study and provide us with the results.

40         4.       We did one such study regarding fast food coffee in February 2021. The  
41 survey results were available to us March 2021--Exhibit 7. This was done because  
42 we were scoring low in customer satisfaction regarding our coffee. I studied The

Nina Project report very carefully before making my recommendations to the company in a memo dated March 30, 2021, marked as Exhibit 6. From that study, we learned both taste and temperature were important factors for coffee drinkers. Our customers want hot coffee and they want it to stay hot until they finish drinking it. Two things determine whether those two factors can be accomplished: first, the holding temperature of the coffee prior to sale, and second, the coffee cup and lid. It was as a result of this study that we selected our coffee brand, developed our marketing strategy, and wrote relevant updates to our operations and training manual. Those updates are found in a company-wide memo dated September 21, 2021, which is marked as Exhibit 9. It states that the preparation of coffee at Benny's must be in conformity with the standards set by the American Coffee Association (ACA). Those guidelines state that require coffee to be brewed at temperatures ranging from 195° F to 205° F. Once brewed, the coffee must be held at a temperature of 180° F to 190° F prior to service to maintain its flavor and retain an appropriate temperature when it reaches the customer.

5. Benny's started selling Benny's Best coffee in 2021, at the same time the breakfast menu was launched and the operating hours were extended to begin at 6:30 a.m. Benny's now sells millions of cups of coffee every year. A picture of what our coffee cup and lid look like is marked as Exhibit 5. In the four years since Benny's started selling coffee, the company has received approximately 111 complaints of overly "hot coffee" that caused burns, which is statistically insignificant. Most were complaints of burned mouths or tongues and only about ten

65 percent involved what I would consider serious burns – that is, burns requiring  
66 medical treatment. None of those were third degree burns, and I don't think any of  
67 them were second degree burns, but I am not sure. In cases where the burn was  
68 caused by an employee, such as a cashier spilling coffee on a customer, overfilling a  
69 cup, or failing to secure a lid, the company has settled those claims. Of course,  
70 making settlements is the right thing to do in such a case. Max Mayfield's claim is a  
71 different story. There is no indication of any employee error here.

72           6.       In spite of that small handful of minor claims, we did not feel it was  
73 necessary to consult burn experts or change our policies regarding coffee  
74 temperature. A burn hazard exists with any food substance served at 140° F or  
75 higher. However, coffee must be brewed at a temperature higher than that. A  
76 restaurant must hold and serve coffee at a higher temperature than 140° F or the  
77 flavor is lost, as well as the coffee's ability to maintain heat until it is fully  
78 consumed. I did recommend using foam cups instead of cheaper paper ones as seen  
79 in Exhibit 6, in order to maintain the temperature of the coffee longer, not to enable  
80 us to hold it at a lower temperature. I have also reviewed and updated Benny's  
81 Procedures and Operations Manual to ensure the protocol is followed regarding  
82 delivery of beverages at drive thrus, with an excerpt marked as Exhibit 9. It says all  
83 employees are to be thoroughly trained as to the correct manner in which to secure  
84 the lid to the coffee cup and to advise the customer, "Careful, Hot Coffee," when  
85 delivering the coffee to a customer.

7. If we are at fault, we pay. But we will not pay when we are not at fault. Benny's Best is hot. The cups say so. People know that without being told. Sure, your average person would not expect a coffee spill would cause someone to wind up in the emergency room or in surgery because of a third-degree burn, but people do know coffee is hot and that they need to be careful. The foregoing is true and correct to the best of my knowledge and belief.

/s/ Stevie Harrington

Stevie Harrington

SIGNED AND SWORN to me on September 9, 2024.

/s/ Erica Sinclair

Erica Sinclair, Notary Public

State of Connecticut

My Commission Expires: 4/3/26

Affidavit of

DUSTY HENDERSON

Weekday Manager

1           1.     My name is Dusty Henderson and I am 28 years old. I live at 76 Byers  
2     Street in Hawkins, Connecticut. I am the weekday manager at the Argyle  
3     Boulevard Benny's. I began my career with the Benny's Burgers Corporation when  
4     I was 16 years old. I worked there as a part-time cashier in the evenings and on  
5     weekends. In the summers, I was able to work full-time. After graduating from high  
6     school, I attended Benny's training program which offered a three-month training  
7     course for employees wishing to move into management positions. Shortly after  
8     completing the program, I moved to Hawkins to take the position of assistant  
9     manager at the Benny's Burgers that was just opening at the time. The Argyle  
10    Boulevard Benny's was brand new, and it was a very exciting opportunity for me.  
11    Four years ago, I was promoted to weekday manager. I have been honored as  
12    Benny's Burgers' "Employee of the Month" three times and received the coveted  
13    Benny's Burgers "Rainbow" pin from the Benny's CEO himself, Chief Jim Hooper.

14           2.     I am the top production manager in terms of sales and profit for the  
15    Argyle Boulevard Benny's. You do not reach this achievement by being sloppy. I  
16    know what I am doing. Because of this, I receive not only monetary bonuses based  
17    on my restaurant's performance, but also additional stock in Benny's Burgers  
18    Corporation. I am not only an employee, but I am also a stockholder. I am proud of  
19    our ability to properly and safely serve tasty food at reasonable prices.

3. I was on duty the morning of January 11, 2024, covering the drive-thru when Max Mayfield spilled the coffee. It was a very busy morning, as most had become since we started promoting Benny's Best coffee. I am aware that the Benny's Operations and Training Manual, an excerpt of which is marked as Exhibit 9, says our coffee must be brewed at 195° F to 205° F and held at 180° F to 190° F for optimal taste. Benny's actively enforces this policy. This is within the standards recommended by the American Coffee Association (ACA). Of course, those standards are not the law but they are recommended guidelines. The ACA is an industry group made up of coffee manufacturers and sellers. I do not believe our coffee was held at a temperature higher than that very often. I was not at work when Eddy/Eddie Munson came for an inspection, so I cannot verify the numbers in the Complaint Inspection Report, marked at Exhibit 8. However, I spot check the coffee urns once a week and have hardly ever encountered a holding temperature above 190° F. Of course, brew temperatures might be higher than that.

4. The health inspector has reported to me a few complaints about our coffee being too hot before this incident. Also, I know the company has received other claims of burns from hot coffee. At time same time, I am sure if we sold coffee at a lower temperature, our customers would not be happy. Hot coffee is supposed to be hot. That is what our customers expect according to the market research reports conducted through our Quality Assurance Division which are shared with all store managers, marked as Exhibit 7. Maybe we could use foam cups instead of paper ones, but the profit margin on coffee sales is important. Our customers want their

42 coffee fast, hot, and cheap. Fancy cups increase the price. A picture of the Benny's  
43 Best coffee cup and lid is marked as Exhibit 5.

44 5. I am sure that the people who complained were, like Max Mayfield,  
45 trying to drink hot coffee in their cars. Our drive-thru and to-go customers buy  
46 coffee on their way to work or home, with the intention of consuming it when they  
47 get where they are going. They want it to still be hot when they get there.

48 6. Of course, hot coffee can cause burns, but unless the corporate office  
49 changes its policy – which I do not think it should – then we have no intention of  
50 reducing the holding temperature of our coffee.

51 7. All of our customers are on notice that the coffee they order is hot. The  
52 coffee cup says “Hot Coffee” on the cup. Sure, our soda cups say “Cold” on them, so it  
53 is not really a warning, but it is a reminder. People need to take responsibility for  
54 themselves. I get so tired of these frivolous claims. People tripping on the sidewalk,  
55 poking themselves with a fork, burning their lips on hot coffee, then trying to blame  
56 Benny's. Well, we are an easy target – deep pockets. They have tons of money. It is  
57 not right. Benny's is made up of hard-working employees who have a financial  
58 interest in the company's success and who are just trying to earn a decent living for  
59 their families. These crazy lawsuits put all that at risk. It is people like Eddy/Eddie  
60 Munson who make it worse. You give someone a badge and they think they are the  
61 boss of everyone. These complaints are always exaggerated. A person does  
62 something dumb and gets hurt, then gets hold of government bureaucrat like  
63 Munson who encourages the filing of phony claims.



64           8.     In this particular case, I served the cup of coffee to the driver of the  
65     vehicle the Plaintiff was riding in that day. The order was made online, and the  
66     customer had requested “extra hot coffee” on that order. “Extra hot coffee” means  
67     we wait until the customer is at the window before we pour it in the cup—that way  
68     it is not sitting on the counter cooling off. When I passed the coffee to this customer,  
69     I said, “Be careful! The coffee is hot!” What did Max think I said? “Beware of  
70     Vecna!” I know the lid was on tight, because I put it on there myself. It did not spill  
71     it on me or on the driver. Max Mayfield must have been taking the lid off the cup to  
72     add the cream and sugar when it spilled.

73           9.     I do admit that I was surprised when I heard that Max Mayfield  
74     suffered third-degree burns. That is the worst burn you can get. I cannot really  
75     answer any questions about burns because the education and training I received did  
76     not include anything about burn injuries or burn prevention specifically. I did not  
77     know that a really hot cup of coffee was hot enough to cause such a severe burn.  
78     None of the other complaints we received ever involved such serious burns. It only  
79     goes to show how important it is for people to be careful when they are handling a  
80     hot cup of coffee, especially in a vehicle.

The foregoing is true and correct to the best of my knowledge and belief.

/s/Dusty Henderson

Dusty Henderson

SIGNED AND SWORN to me on September 5, 2024.

/s/Billy Hargrove

Billy Hargrove, Notary Public

State of Connecticut

My Commission Expires: 12/08/25

Affidavit of  
ROBIN/ROB BUCKLEY

Co-Worker

---

1  
2           1.       My name is Robin/Rob Buckley and I am 36 years old. I live at 11  
3   Upside Down Road in Hawkins with my spouse and our one-year-old little boy,  
4   Dimitri. I was raised in Hawkins and attended UConn where I earned a degree in  
5   History. I pursued a degree in history because I love the war monuments, parks,  
6   and sites throughout New England. To have a degree in history, a person must have  
7   a great love of details, but there are not a lot of great jobs for history majors unless  
8   you want to teach. I work as a loan officer at Hawkins Community Bank. I started  
9   as a teller at Starcourt Bank & Trust just after I graduated college. I left Starcourt  
10   after a few years to take a job at Hawkins Community Bank as a Teller II. I worked  
11   my way up to customer service representative and then to loan officer.

12           2.       Max and I have been carpooling to work together for about eight years  
13   or so – not long after Max came to the Argyle Boulevard branch. At that time, I was  
14   a Teller III, which is essentially a teller manager. I trained Max, and we were later  
15   promoted to loan officers at the same time. Although I was hoping to get the loan  
16   manager job because the pay is a lot higher, it does not bother me so much that Max  
17   got it because Max is a good boss. Since we live in the same neighborhood and work  
18   the same hours, we would follow each other to the bank in the mornings and then  
19   home in the evenings. One day one of us said we might as well be riding together, so  
20   we started carpooling. I drive one week, and Max drives the next week. It worked  
21   out pretty well.

22           3.       On the morning of the accident, I remember I was running a little late.  
23   Dimitri was still a baby, and we had a bad night with him crying most of the  
24   evening. I did not have time to fix myself breakfast, so I asked Max if we could run  
25   though a drive thru. Benny's was right there on the way, and we did an online order  
26   so that we would not be late for work.

27           4.       The cashier handed me the receipt, Max's coffee and then my bag of  
28   food. I did not order a beverage. I do not drink coffee. I am sure that the cashier did  
29   not say anything about the coffee being hot when handing it to me. The coffee cup  
30   looked like the one marked as Exhibit 5. Of course, coffee is hot, and Max ordered  
31   "extra" hot coffee. Before this happened, I did not realize just how seriously coffee  
32   could burn someone if they are not careful.

33           5.       After passing everything over to Max, I remember Max asking, "Where  
34   is the cream and sugar? I cannot drink this black." Once Max found the cream and  
35   sugar in the bag, I pulled out of Benny's parking lot and made a right turn.  
36   Suddenly, we lurched forward because of a drop in the curb. That is when I heard  
37   Max gasp. I looked over and saw Max – eyes and mouth wide open, cup in one hand  
38   and coffee spilled everywhere. I do not recall seeing the lid, but clearly it was not on  
39   the cup or the coffee would not have spilled. It was like time stood still for a split  
40   second and then Max started flailing and screaming with napkins flying. Max's  
41   whole body was lifted up off the seat.

42           6.       I immediately pulled into the gas station parking lot right next to  
43   Benny's. I got out and ran around to the passenger side. Before I could get there,

Max was out of the car. Max was acting like an animal – seething, yelping, crying, and tearing off clothes. When I saw Max’s clothes were pulling off skin, I realized how serious the situation was. I knew I had to act quickly. I grabbed my cell phone and called 911. By the time I called 911, Max had lost consciousness. I did not know what to do. A few people had come out from their cars or from the gas station, but no one was doing anything for Max. I remember yelling for someone to get me some ice. I was pouring a bag of ice from the gas station onto Max when the Emergency Medical Technicians (EMTs) got there. Although it seemed like hours, the ambulance must have arrived in only minutes.

7. I followed the ambulance to the hospital. I called Max’s brother and sister about what happened while on the way and waited in the emergency waiting room until they arrived. While waiting, I called into work and let them know what happened to Max. When I finally left the hospital, I cleaned out my car as best as I could before heading to work. The car was a mess, but I did find the receipt for our order, and it is marked as Exhibit 10. After work that day, I took my vehicle to have the carpets cleaned in order to get the coffee stains and smell out.

8. Max is not only my boss, but also a friend. But it does not matter who calls me to testify. I am going to tell the truth. I did not see Max take the lid off the cup, but I suspect that is what happened. I assume Max was taking the lid off the coffee cup to put the cream and sugar in it because Max had asked for the cream and sugar so as to not drink the coffee black. Also, I handled the cup myself and there was no indication that the lid was loose. It did not spill when it was handed to

66 me or when I handed it to Max. Also, there was no reason for Max to be handling  
67 the coffee in a moving vehicle. There were two cup holders right there in between us  
68 in the console. I hate what happened, but Max should have been more careful.

The foregoing is true and correct to the best of my knowledge and belief.

/s/ Robin/Rob Buckley  
Robin/Rob Buckley

SIGNED AND SWORN to me on September 12, 2024.

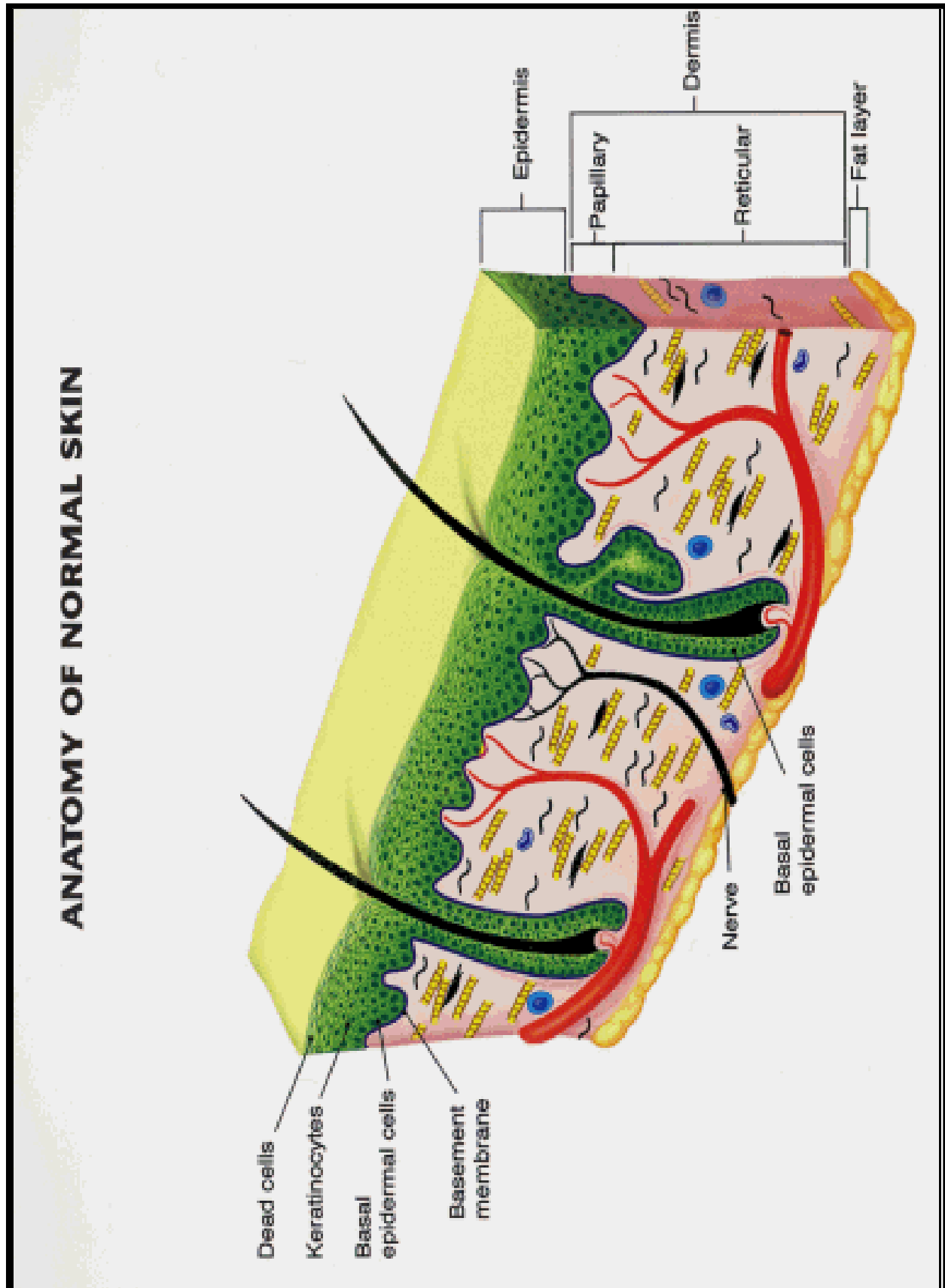
/s/ Larry Kline  
Larry Kline, Notary Public  
State of Connecticut  
My Commission Expires: 12/15/27

# EXHIBITS

**EXHIBIT 1: Photos of the Plaintiff's Burns Taken at Hospital**

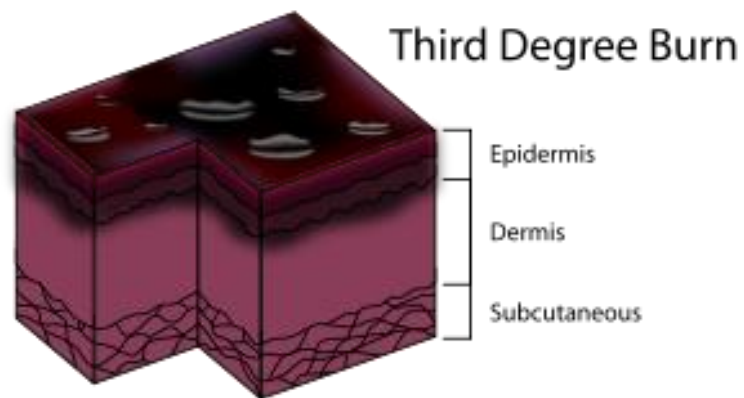
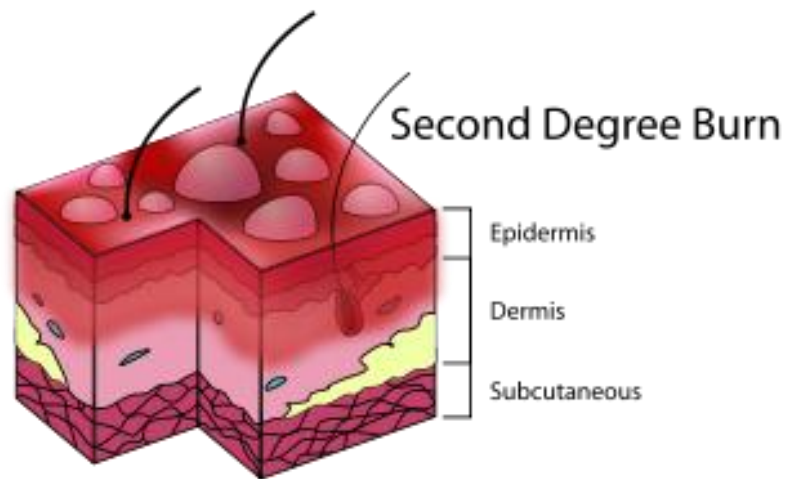
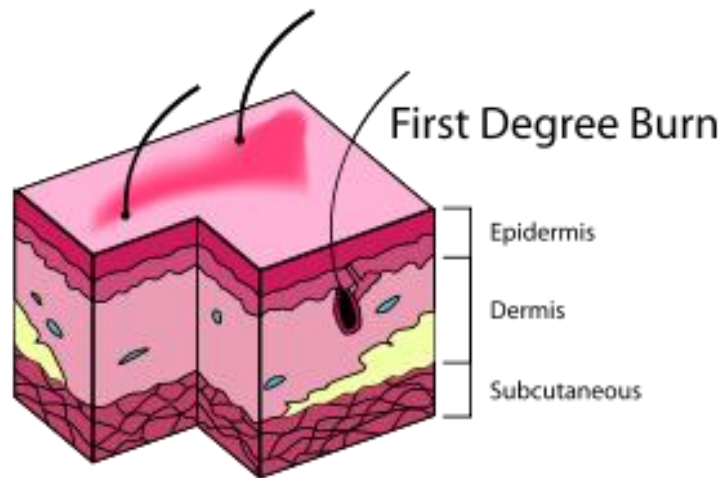


EXHIBIT 2: Diagram of Healthy Dermis Layers





**EXHIBIT 3: Illustration of Dermis Layers with Varying Degrees of Burn Injuries**



**EXHIBIT 4: Exposure to Hot Liquids Chart**

# Exposure to Hot Liquids Chart

**Estimated Times and Temperatures  
Causing Full Thickness Burns in Adults**

*If the temperature is ....  
A third-degree burn will occur after....*

120°F .....	5 minutes
125°F .....	2 minutes
130°F .....	35 seconds
140°F .....	5 seconds
150°F .....	2 seconds
160°F .....	1 second

*Published by the National Institute for Burn Injury Prevention.*

**EXHIBIT 5: Photo of Benny's Coffee Cup and Lid**



**EXHIBIT 6: Memo of Stevie Harrington Regarding Coffee Cup Purchase Recommendation**

**MEMO - CONFIDENTIAL**

**TO:** Lucas Sinclair  
Office of the Director of Purchasing

**FROM:** Stevie Harrington  
Office of the Director of Quality Assurance

**DATE:** March 30, 2015

**RE: COFFEE CUP/LID PURCHASE RECOMMENDATION**

---

We have reviewed the three cup and lid options you provided for the new coffee product line. Factors considered include the customer preference, product quality, and cost. Of the three options you submitted, #837992 (plastic foam with secure lid #68 option) provides the most heat retention – both with regard to product temperature and outside surface temperature. The plastic foam cup is made from 10% post-consumer material. It has a raised base and is reinforced at both the base and rim for additional stability and optimal crush-resistance. The lid has a double-lock base and an opening that also serves as a small steam release vent. The cost is \$0.12 per cup/lid combination. The cost increases to \$0.19 per cup/lid with a black and white logo imprint and to \$0.21 with a full color logo imprint. The second option is #83907 (paper board with secure lid #54 option.) This cup option provides less heat retention than the #837992 model. It is made from 90% post-consumer materials and is recyclable. The cup includes a raised base and base and rim reinforcement for standard crush-resistance. The lid has a single-lock base and perforated, small mouth opening that also serves as a steam release vent. The cost is \$0.09 per cup/lid combination. The cost increases to \$0.16 per cup/lid with a black and white logo imprint and to \$0.18 with a full color logo imprint. The third option is #837964 (paper board with flat snap lid #42 option.) This cup offers minimal heat retention. It is made from 20% post-consumer materials, but is not recyclable. It has a flat, unreinforced base with a rolled, reinforced rim. Crush resistance is minimal. The lid is single-lock no opening or vent. The cost is \$0.05 per cup/lid combination. The cost increases to \$0.12 per cup/lid with a black and white logo imprint. Full color imprinting is not available on this option.

My recommendation is the first option #837992. This recommendation is based on its heat retention, stability, crush resistance, and visual appeal including a full color logo imprint.

**EXHIBIT 7: The Nina Project Market Research Study Commissioned by Benny's  
(Page 1 of 3)**

**The Nina Project**

The Voice of the American Consumer

Report of Market Research Study  
Benny's Burgers Corporation  
March 17, 2015

Thank you for choosing The Nina Project for your market research needs. We have completed your study regarding consumer preferences for restaurant coffee. The three-question survey was mailed to all 10,000 The Nina Project consumer panel members. The Nina Project consumer panel members are all adults over the age of twenty-one. They consist of male and female respondents and identify themselves with a wide range of ethnic and economic backgrounds. A total of 6,241 responses were received. Complete results of this study are attached. Please note 14% of consumer panel members who submitted responses to this survey indicated having never purchased coffee from restaurants in response to Question #1. Those consumer panel members were instructed to return the survey without completing Question #2 or #3. Therefore, the results include only 5,368 responses to Questions #2 and #3.

We are happy to assist you with all of your market research needs.

**EXHIBIT 7: The Nina Project Market Research Study Commissioned by Benny's  
(Page 2 of 3)**

**The Nina Project**

The Voice of the American Consumer

February 2, 2015

Dear Consumer Panel Member:

This month we are interested in your preferences and opinions about restaurant coffee. Please complete the following survey and return it in the envelope provided. If you return your survey by March 1, 2015, your name will be entered in our drawing for a chance to win one of ten \$100.00 prizes. Thank you for your assistance with this important survey.

- (1) How often do you purchase prepared coffee (not grounds or beans for home preparation) from a restaurant for your personal consumption?

**[6,241 responses]**

More than one time per day.....	<b>8.99%</b>	<b>(561)</b>
One time per day .....	<b>32.00%</b>	<b>(1997)</b>
Three to five times per week.....	<b>17.05%</b>	<b>(1064)</b>
One or two times per week .....	<b>12.85%</b>	<b>(802)</b>
One to three times per month .....	<b>8.13%</b>	<b>(507)</b>
Less than one time per month .....	<b>7.00%</b>	<b>(437)</b>
Never (Please return this survey.) .....	<b>13.98%</b>	<b>(873)</b>

- (2) Please rank the following factors in order of importance.  
(Please use numbers 1 through 3, do not use the same number twice.)

**[5,368 responses]**

	1	2	3
Taste	38%	31%	31%
Temperature	41%	51%	8%
Cost	21%	18%	61%

**EXHIBIT 7: The Nina Project Market Research Study Commissioned by Benny's  
(Page 3 of 3)**

(3) Indicate the extent you agree or disagree with the following statements. (1 – agree; 2 – neither agree nor disagree; 3 – disagree)

**[5,368 responses]**

	<b>1</b>	<b>2</b>	<b>3</b>
Drink my coffee black, with nothing added.	<b>54%</b>	<b>2%</b>	<b>44%</b>
When I buy coffee from a restaurant, I prefer to drink it with a meal.	<b>21%</b>	<b>22%</b>	<b>57%</b>
As long as it is hot, the taste of my coffee is not that important.	<b>43%</b>	<b>19%</b>	<b>38%</b>
I drink coffee only in the morning.	<b>39%</b>	<b>21%</b>	<b>40%</b>
I add cream and/or sugar to my coffee.	<b>42%</b>	<b>6%</b>	<b>52%</b>
Coffee from fast food restaurants does not taste good.	<b>29%</b>	<b>34%</b>	<b>37%</b>
When I get coffee “to go,” I expect it to stay hot until I finish drinking it.	<b>57%</b>	<b>22%</b>	<b>21%</b>
The cheaper the coffee, the worse it tastes.	<b>43%</b>	<b>28%</b>	<b>29%</b>
I do not like to drink coffee with a meal.	<b>52%</b>	<b>28%</b>	<b>20%</b>
I drink “to go” coffee in my car.	<b>58%</b>	<b>4%</b>	<b>38%</b>
Good-tasting, rich-flavored coffee is important to me.	<b>34%</b>	<b>18%</b>	<b>48%</b>
I drink coffee because the caffeine wakes me up.	<b>49%</b>	<b>13%</b>	<b>38%</b>
I buy coffee “to go” to drink when I get to work.	<b>54%</b>	<b>12%</b>	<b>34%</b>
I am willing to pay more for a great tasting coffee.	<b>40%</b>	<b>21%</b>	<b>39%</b>
The hotter the coffee, the better the taste.	<b>53%</b>	<b>9%</b>	<b>38%</b>
I only buy coffee at coffee shops.	<b>29%</b>	<b>34%</b>	<b>37%</b>
I drink coffee all day long.	<b>40%</b>	<b>31%</b>	<b>29%</b>
I prefer decaffeinated coffee.	<b>32%</b>	<b>24%</b>	<b>44%</b>

Thank you for returning this survey no later than March 1, 2015.

## EXHIBIT 8: DPH Complaint Inspection Report Prepared by Eddy/Eddie Munson



### STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH

Complaint Inspection Report	
Date of Complaint	6/23/24
Complaint Number	2017-00782
Establishment Name	Benny's Burgers (Argyle Boulevard)
Establishment Owner	Benny's Burgers Corporation
Establishment Address	2801 Argyle Boulevard Avenue, Hawkins, CT
Complaint / Source	Dr. Nat Wheeler Hawkins Medical Center
Date of Incident / Violation	1/11/24
Date of Inspection	6/26/24
Inspector	Eddy/Eddie Munson, Food Protection Supervisor (FPS-R9)
Nature of Complaint	
<p>I received a telephone call from Dr. Nat Wheeler from Hawkins Medical Center on 6/23/17. Dr. Wheeler reported that a customer of the Benny's establishment at Argyle Boulevard suffered serious burns from coffee purchased there. I had numerous previous complaints regarding coffee temperature made about this establishment. I conducted an unannounced complaint inspection at the establishment the following Monday. Using standard equipment, I measured the temperature in the three coffee urns found at the establishment. Liquid temperatures in the coffee urns were determined to be 189° F, 194° F, and 201° F.</p>	
Inspection Conclusion	



The temperatures in the coffee urns at the establishment exceeded industry standards and resulted in the production and sale of beverages unfit for consumption and hazardous to the health of the establishment's employees and consumers.

#### **Remedial Measures Recommended**

Reduce holding temperature of establishment's coffee urns. Install standard liquid thermometers. Establish written policies for routine checks on coffee temperatures. Provide burn prevention training to all establishment employees.

#### **Re-Inspection**

<b>Date of Re-Inspection</b>	TBD
<b>Re-Inspection Status</b>	Pending

White Copy – Establishment    Yellow Copy – Reg. Office    Pink Copy – Dept. Office

## **EXHIBIT 9: Excerpt from Benny's Burgers' Operations and Training Manual**

<b>Section 27: Preparation and Service of Benny's Best Coffee</b> (updated on September 21, 2015)
---

Benny's customer is seeking an enjoyable coffee experience. That means a cup of hot, flavorful coffee made fresh from high quality beans brewed to perfection and served promptly at an affordable price. The preparation of coffee at Benny's must be in conformity with the standards set by the American Coffee Association (ACA). Those guidelines state that the required temperature for properly brewing coffee is 195° F to 205° F. Coffee must be held at a temperature of 180° F to 190° F prior to service to maintain its flavor and retain an appropriate temperature when it reaches the customer.

Shift managers are responsible for ensuring adherence to the following protocols:

- Coffee urns must be thoroughly cleaned at the beginning and end of each shift.
- Coffee urns must be inspected to ensure proper working condition on a monthly basis.
- Holding temperatures must be checked at least one time each week and after any customer complaint that the coffee is too cold.
- Coffee must be served only in the containers provided for that purpose.
- Servers are required to ensure that a lid is properly secured to the coffee cup prior to serving coffee to the customer.
- Servers are required to advise customers that coffee is hot at the time it is served.

Failure to conform to these requirements can result in disciplinary action in accordance with the procedures set forth in Section 3 of this Operations and Training Manual.

**EXHIBIT 10: Online Order Receipt**

*Benny's Burgers*

2801 Argyle Boulevard  
Hawkins, CT

ONLINE ORDER

Max M.

1/11/2024, at 08:00

PICKUP at 8:10 AM

No. 1776

1 Breakfast Value Meal \$9.95

BEC Sandwich

Apple Cider Donut

M Coffee 1 C/1S

1 M Coffee \$2.95

Extra Hot

C/S on side

SUBTOTAL: \$12.90

CT SALES TAX: \$0.91

TIP (20%): \$2.58

TOTAL: \$16.39

PAID VISA CREDIT (XXX-1818, exp. 01/26)