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ORIGINAL

FILED
San Francisco County Superior Court

NOV 19 2008

GORDON PARK-LI, Clerk
BY: [Signature] Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO-COURT OF UNLIMITED JURISDICTION

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JANICE L. YANCEY, individually, and as
successor-in-interest to FRANKLIN J.
YANCEY, deceased, and JANICE L.
YANCEY, JEFFREY YANCEY, and
MONTE YANCEY, as legal heirs of
FRANKLIN J. YANCEY, deceased,

Plaintiff,

vs.

PLANT INSULATION COMPANY and
BIGGE CRANE AND RIGGING,

Defendants.

Case No.: 456160

SPECIAL VERDICT

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We answer the questions submitted to us as follows:

CLAIM ONE: NEGLIGENCE

(Against both PLANT INSULATION COMPANY, and
BIGGE CRANE AND RIGGING)

We answer the questions submitted to us as follows:

Question 1:

Was the Defendant negligent?

As to Defendant PLANT INSULATION COMPANY:

Yes No.

As to Defendant BIGGE CRANE AND RIGGING:

Yes No.

If your answer to question 1 is yes as to any Defendant, then answer question 2. If you answered no as to both Defendants, then please answer Question 3 and do not answer Question 2.

Question 2:

Was the Defendant's negligence a substantial factor in increasing the risk of the development of FRANKLIN YANCEY's mesothelioma?

As to Defendant PLANT INSULATION COMPANY:

Yes No.

As to Defendant BIGGE CRANE AND RIGGING:

Yes No.

1 **CLAIM TWO: DESIGN DEFECT**

2 (Against PLANT INSULATION COMPANY, only)

3
4 **Question 3:**

5 Did Defendant PLANT INSULATION COMPANY sell, supply or distribute one or more
6 asbestos containing products?

7 Yes No.

8 If your answer to Question 3 is yes, then answer Question 4.

9 If you answered no, then please answer Question 8 and do not answer Questions 4
10 through 7.

11
12 **Question 4:**

13 At the time the asbestos products were used, were the asbestos products in substantially
14 the same condition as when they left the Defendant PLANT INSULATION COMPANY's
15 possession?

16 Yes No.

17 If your answer to Question 4 is yes, then answer Question 5.

18 If you answered no, then please answer Question 8 and do not answer Questions 5, 6 or 7.

19
20 **Question 5:**

21 Did the asbestos products sold, supplied or distributed by Defendant PLANT
22 INSULATION COMPANY, fail to perform as safely as an ordinary user would have expected?

23 Yes No.

24 If your answer to Question 5 is yes, then answer Question 6.

25 If you answered no, then please answer Question 8 and do not answer Question 6 or 7.

26
27
28 SPECIAL VERDICT

1 **Question 6:**

2 Were the asbestos products used in a way that was reasonably foreseeable to the
3 Defendant PLANT INSULATION COMPANY?

4 Yes No.

5 If your answer to Question 6 is yes, then answer Question 7.

6 If you answered no, please answer question 8.

7

8 **Question 7:**

9 Was the design of the asbestos products sold, supplied or distributed by Defendant
10 PLANT INSULATION COMPANY, a substantial factor in increasing the risk of the
11 development of FRANKLIN YANCEY's mesothelioma?

12 Yes No.

13 Answer Question 8.

14

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CLAIM THREE: WARNING DEFECT

16

(Against PLANT INSULATION COMPANY, only)

17

18 **Question 8:**

19 Did Defendant PLANT INSULATION COMPANY sell, supply or distribute one or more
20 asbestos containing products?

21 Yes No.

22 If your answer to Question 8 is yes, then answer Question 9.

23 If your answer to Question 8 is no, then do not answer Questions 9 through 14, but

24 proceed to Question 15 and answer it.

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1 **Question 9:**

2 Did the asbestos containing products sold, supplied or distributed by PLANT
3 INSULATION COMPANY, have potential health risks that were known or knowable through
4 the use of scientific knowledge available at the time of manufacture or sale?

5 Yes No.

6 If your answer to Question 9 is yes, then answer Question 10.

7 If your answer to Question 9 is no, then do not answer Questions 10 through 14, but
8 proceed to Question 15 and answer it.

9
10 **Question 10:**

11 Did the potential health risks present a substantial danger to persons working ~~with~~ near
12 the asbestos containing products sold, supplied or distributed by PLANT INSULATION
13 COMPANY?

14 Yes No.

15 If your answer to Question 10 is yes, then answer Question 11.

16 If your answer to Question 10 is no, then do not answer Questions 11 through 14, but
17 proceed to Question 15 and answer it.

18
19 **Question 11:**

20 Would ordinary ^{users} ~~employees~~ of the asbestos containing products of PLANT INSULATION
21 COMPANY ^{not} have recognized the potential risks?

22 Yes No.

23 If your answer to Question 11 is yes, then answer Question 12.

24 If your answer to Question 11 is no, then do not answer Questions 12 through 14, but
25 proceed to Question 15 and answer it.

1 **Question 12:**

2 Did Defendant PLANT INSULATION COMPANY, fail to adequately warn of the
3 potential risks?

4 Yes No.

5 If your answer to Question 12 is yes, then answer Question 13.

6 If your answer to Question 12 is no, then do not answer Questions 13 and 14, but proceed
7 to Question 15 and answer it.

8
9 **Question 13:**

10 Were the asbestos-containing products of PLANT INSULATION COMPANY., used in a
11 way that was reasonably foreseeable to the Defendant?

12 Yes No.

13 If your answer to Question 13 is yes, then answer Question 14.

14 If your answer to Question 13 is no, then do not answer Question 14, but proceed to
15 Questions 15 and answer it.

16
17 **Question 14:**

18 Was the lack of sufficient warnings a substantial factor in increasing the risk of the
19 development of FRANKLIN YANCEY's ~~mesothelioma~~ mesothelioma?

20 Yes No.

21 Answer Question 15.

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Question 15:

Without taking into consideration the reduction of damages due to the comparative fault of others, if any, what damages (apart from those stipulated to, as reflected below) do you find to be the AMOUNT of damages to plaintiff, if any?

Answer:

- | | |
|--|-----------------------|
| (a) Medical Expenses | \$ <u>342,000.00</u> |
| (b) Loss of Financial Support (Past/Future) | \$ <u>319,775.00</u> |
| (c) Loss of Household Services (Past/Future) | \$ <u>146,050.00</u> |
| (d) Non-Economic Damages | |
| (d 1) Janice Yancey | \$ <u>4 million</u> |
| (d 2) Jeff Yancey | \$ <u>1.5 million</u> |
| (d 3) Monte Yancey | \$ <u>1.5 million</u> |

Answer the next question.

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Question 16:


Assuming that 100% represents the total causes of Plaintiffs' harm, what percentage of this 100% is attributable to the fault of Defendant PLANT INSULATION COMPANY and BIGGE CRANE AND RIGGING, and what percentage of the 100% is attributable to the defective products or negligence of ALL OTHERS?

Answer:

To Defendant PLANT INSULATION COMPANY	<u>10</u> %
To Defendant BIGGE CRANE AND RIGGING	10 %
To ALL OTHERS	<u>90</u> %
TOTAL	100%

Have the Presiding Juror date and sign this verdict and ring for the court clerk.

Dated: November 19, 2008



Presiding Juror