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JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

KENNETH AARON SHINEDLING and
ADDISON LEILANI SHINEDLING,
ALEXIA CELESTE SHINEDLING, and
AVA AREN SHINEDLING by and
through their guardian ad litem,
KENNETH AARON SHINEDLING

Plaintiffs,

v.

SUNBEAM PRODUCTS, INC., a
Delaware Corporation; COUNTY OF
SAN BERNARDINO; PHELAN
PINON HILLS COMMUNITY
SERVICES DISTRICT; and DOES 1
through 90, inclusive

Defendants.

**CASE NO: EDCV 12-438 CJC
(SPx)**

**JUDGMENT ON SPECIAL
VERDICT**

Trial Date: June 9, 2015

*Complaint Filed December 15, 2011
Assigned to Judge Cormac J. Carney*

This action came on regularly for jury trial on June 9, 2015, before the Honorable Cormac J. Carney, with Plaintiffs KENNETH AARON SHINEDLING and ADDISON LEILANI SHINEDLING, ALEXIA CELESTE SHINEDLING, and AVA AREN SHINEDLING by and through their guardian ad litem, KENNETH AARON SHINEDLING, appearing by Arash Homampour of the Homampour Law Firm, PC and Defendant SUNBEAM PRODUCTS, INC., appearing by David J. O'Connell of Goldberg Segalla LLP and Gary Wolensky of Arent Fox LLP. A jury of eight (8) persons was duly impaneled and sworn

1 and after being duly instructed by the court, the jury deliberated and thereafter
2 returned into court with its verdict on June 19, 2015 as follows:

3
4 **STRICT LIABILITY – DESIGN DEFECT**

5
6 **Question No. 1:** Did the heater fail to perform as safely as an ordinary
7 consumer would have expected when used or misused in an intended or
8 reasonably foreseeable way?

9 Answer: Yes.

10
11 **Question No. 2:** Did the risk of the heater's design outweigh the benefits
12 of the design?

13 Answer: No.

14
15 **Question No. 3:** Was the product's design a substantial factor in causing
16 harm to Plaintiffs?

17 Answer: No.

18
19 **STRICT LIABILITY – FAILURE TO WARN**

20
21 **Question No. 4:** Did the heater have potential risks that were known at the
22 time of manufacture?

23 Answer: Yes.

24
25 **Question No. 5:** Did the potential risks present a substantial danger to
26 persons using or misusing the heater in an intended or reasonably foreseeable
27 way?

28 Answer: Yes.

1 **Question No. 19:** What are the total damages of Plaintiff ALEXIA
2 CELESTE SHINEDLING? Do not reduce the damages based on the fault, if any,
3 of KENNETH AARON SHINEDLING.

4 Answer:

5	Past Direct Injury Emotional Distress Damages:	<u>\$80,000</u>
6	Future Direct Injury Emotional Distress Damages:	<u>\$1,400,000</u>
7	Past Bystander Emotional Distress Damages:	<u>\$600,000</u>
8	Future Bystander Emotional Distress Damages:	<u>\$10,500,000</u>

9
10 **Question No. 20:** What are the total damages of Plaintiff AVA AREN
11 SHINEDLING? Do not reduce the damages based on the fault, if any, of
12 KENNETH AARON SHINEDLING.

13 Answer:

14	Past Direct Injury Emotional Distress Damages:	<u>\$80,000</u>
15	Future Direct Injury Emotional Distress Damages:	<u>\$1,500,000</u>
16	Past Bystander Emotional Distress Damages:	<u>\$600,000</u>
17	Future Bystander Emotional Distress Damages:	<u>\$11,250,000</u>

18
19 **Question No. 21:** Was KENNETH AARON SHINEDLING negligent?

20 Answer: Yes

21
22 **Question No. 22:** Was KENNETH AARON SHINEDLING's negligence a
23 substantial factor in causing Plaintiffs' harm?

24 Answer: Yes

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1 **Question No. 23:** What percentage of responsibility for Plaintiffs' harm do
2 you assign to:

3	Sunbeam Products, Inc.	80%
4	Kenneth Shinedling	<u>20%</u>
5	TOTAL	100 %

6
7 It appearing that by reason of those special verdicts, Plaintiffs are entitled
8 to judgment against Defendant SUNBEAM PRODUCTS, INC. for damages,
9 interest and for costs as follows:

10
11 Based on the jury's verdict, IT IS ORDERED AND ADJUDGED that
12 judgment shall be entered in favor of Plaintiff KENNETH AARON
13 SHINEDLING and against Defendant SUNBEAM PRODUCTS, INC. in the sum
14 of seven million nine hundred and ninety six thousand dollars and zero cents
15 (\$7,996,000.00) with interest thereon at the legal rate until paid together with
16 costs and disbursements in the sum of \$_____.

17
18 Based on the jury's verdict, IT IS ORDERED AND ADJUDGED that
19 judgment shall be entered in favor of Plaintiff ADDISON LEILANI
20 SHINEDLING and against Defendant SUNBEAM PRODUCTS, INC. in the sum
21 of twelve million four hundred and seventy six thousand dollars and zero cents
22 (\$12,476,000.00) with interest thereon at the legal rate until paid together with
23 costs and disbursements in the sum of \$_____.

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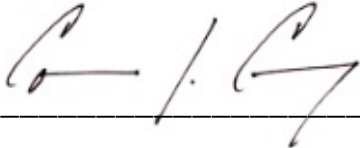
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1 Based on the jury's verdict, IT IS ORDERED AND ADJUDGED that
2 judgment shall be entered in favor of Plaintiff ALEXIA CELESTE
3 SHINEDLING and against Defendant SUNBEAM PRODUCTS, INC. in the sum
4 of twelve million eight hundred and eighty four thousand dollars and zero cents
5 (\$12,884,000.00) with interest thereon at the legal rate until paid together with
6 costs and disbursements in the sum of \$_____.

7
8 Based on the jury's verdict, IT IS ORDERED AND ADJUDGED that
9 judgment shall be entered in favor of Plaintiff AVA AREN SHINEDLING and
10 against Defendant SUNBEAM PRODUCTS, INC. in the sum of thirteen million
11 five hundred and sixty four thousand dollars and zero cents (\$13,564,000.00)
12 with interest thereon at the legal rate until paid together with costs and
13 disbursements in the sum of \$_____.

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17 DATED: June 30, 2015



JUDGE CORMAC J. CARNEY