


Court of Common Pleas of Philadelphia County
 Trial Division - Civil
TRIAL WORK SHEET

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| Judge's Name: DANIEL J ANDERS | Judge's I.D.: J461 | Signature:  |
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| Caption: REYES VS CINCINNATI INCORPORATED ETAL | Case Type: PRODUCT LIABILITY | Program: MAJOR JURY-COMPLEX |
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| Court Term and Number: #1407-03744 | If Consolidated, Court Term and Number: #1409-04710 |
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|----------------------------|---|----------------------------------|----------------------|----------------------------------|-------------------------------------|
| Trial Date: 10-NOV-2016 | <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Non-Jury | Total Amount: \$15,000,000.00 | Number of Days: 6 | Disposition Date: 18-NOV-2016 | Date Sheet Prepared: 18-NOV-2016 |
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Full Description of Disposition (to be entered Verbatim on the Docket)

Jury verdict for Plaintiff Juan Reyes and against Defendant Cincinnati, Incorporated. Jury awards damages of 15, 000, 000.00 to Plaintiff Juan Reyes and against Defendant Cincinnati, Incorporated.

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| <input type="checkbox"/> Default Judgment/Court Ordered <input type="checkbox"/> Directed Verdict <input type="checkbox"/> Discontinuance Ordered <input type="checkbox"/> Transferred to binding arbitration <input type="checkbox"/> Finding for Defendant (Non-Jury) <input type="checkbox"/> Finding for Plaintiff (Non-Jury) <input type="checkbox"/> Damages Assessed <input type="checkbox"/> Judgment entered by agreement <input type="checkbox"/> Judgment entered <input type="checkbox"/> Judgment satisfied | <input checked="" type="checkbox"/> Jury Verdict for Plaintiff <input type="checkbox"/> Jury Verdict for Defendant <input type="checkbox"/> Mistrial <input type="checkbox"/> Hung Jury <input type="checkbox"/> Non-Pros entered <input type="checkbox"/> Non-Suit entered <input type="checkbox"/> Settled prior to assignment for trial (Team Leaders, only) <input type="checkbox"/> Settled after assignment for trial <input type="checkbox"/> prior to jury selection <input type="checkbox"/> after jury sworn | <input type="checkbox"/> Other (explain) Reyes Vs Control Associ-WSJVP  14090471000049 DOCKETED NOV 21 2016 F. BROWN DAY FORWARD |
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IN THE COURT OF COMMON PLEAS OF PHILADELPHIA
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
TRIAL DIVISION – CIVIL

| | | |
|--------------------------|---|-----------------|
| JUAN REYES, | : | July Term, 2014 |
| Plaintiff, | : | |
| | : | |
| v, | : | Case No. 03744 |
| | : | |
| CINCINNATI INCORPORATED, | : | |
| Defendant. | : | |

VERDICT SHEET

QUESTION 1. Do you find that the subject hydraulic shear was defective under the “Consumer Expectations” test?

YES: NO:

If you answered YES, proceed to Question 2.
If you answered NO, proceed to Question 3.

QUESTION 2. Was the defect in the hydraulic shear that you found under the “Consumer Expectations” test a factual cause of any harm to Plaintiff?

YES: NO:

Proceed to Question 3.

QUESTION 3. Do you find that the subject hydraulic shear was defective under the “Risk Utility” test?

YES: NO:

If you answered YES, proceed to Question 4.
If you answered NO, proceed to Question 5.

QUESTION 4. Was the defect in the hydraulic shear that you found under the “Risk Utility” test a factual cause of any harm to Plaintiff?

YES: NO:

Proceed to Question 5.

QUESTION 5. Do you find that the hydraulic shear including the footswitch was altered or changed after it left defendant's possession and that the alteration or change was so extraordinary that it was not reasonably foreseeable to defendant, and therefore should be considered as the sole cause of plaintiff's harm?

YES: _____

NO:

Proceed to Question 6.

QUESTION 6. Do you find that Cincinnati breached a post-sale duty to warn to customers and users who purchased or used the hydraulic shear about a known defect in the hydraulic shear?

YES:

NO: _____

If you answered YES, proceed to Question 7.
If you answered NO, proceed to Question 8.

QUESTION 7. Was the breach of the post-sale duty to warn a factual cause of any harm to Plaintiff?

YES:

NO: _____

Proceed to Question 8.

QUESTION 8. Do you find that Defendant Cincinnati Incorporated negligently undertook to render services to protect others?

YES:

NO: _____

If you answered YES, proceed to Question 9.
If you answered NO, proceed to Instructions for Question 13.

QUESTION 9. Do you find that the negligence of Defendant Cincinnati Incorporated was a factual cause of any harm to Plaintiff?

YES:

NO: _____

If you Answered NO to Question 9, proceed to Instructions for Question 13.
If you Answered YES to Questions 8 and 9, proceed to Question 10.

QUESTION 10. Do you find that Plaintiff Juan Reyes was negligent?

YES: _____

NO:

If you answered YES, proceed to Question 11.
If you answered NO, proceed to Instructions for Question 13.

QUESTION 11. Do you find that the negligence of Plaintiff Juan Reyes was a factual cause of any harm to Plaintiff?

YES: _____

NO: *X*

If you answered YES, proceed to Question 12.

If you answered NO, proceed to Instructions for Question 13.

QUESTION 12. Taking the combined negligence that was a factual cause of any harm to Plaintiff Juan Reyes as 100 percent, what percentage of that negligence do you attribute to Plaintiff Juan Reyes and what percentage do you attribute to Defendant Cincinnati Incorporated?

Percentage of negligence attributable to Cincinnati Incorporated: *40/100* %

Percentage of negligence attributable to Juan Reyes: *60* %
Total 100%

Note: If you have found plaintiff's percentage is greater than 50 percent, plaintiff cannot recover for his negligence claim.

Proceed to Instructions for Question 13.

INSTRUCTIONS FOR QUESTION 13.

If you answered YES to either Question 2 or 4, and answered NO to question 5, proceed to Question 13.

If you answered YES to Question 7, proceed to Question 13.

If you answered YES to Question 9, proceed to Question 13.

If you answered NO to all of Questions 2, 4, 7, and 9, or if you did not reach all of those questions, please notify court staff so that you can return to the courtroom.

QUESTION 13. State the total amount of damages sustained by plaintiff as a result of the occurrence for (1) past medical expenses, (2) past lost earnings, (3) past/future pain and suffering, (4) past/future embarrassment and humiliation, (5) past/future loss of enjoyment of life's pleasures, and (6) past/future disfigurement.

Note: Do not reduce the amount of damages by any percentage you may have attributed to plaintiff in Question 12.

Total damages: *\$ 15 million*

FINAL INSTRUCTION

Please note that at least 7 of 8 jurors must agree with the answer to each question on this Verdict Sheet. They do not need to be the same 7 of 8 jurors for each question.

Date: *11/18/16*

 [Signature]
JURY FOREPERSON