COURT'S EXHIBIT I MB 6-8-16

VERDICT SHEET

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 55

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SANDRA GERITANO, Individually and as Executrix Of the Estate of VINCENT ANTHONY GERITANO, Deceased,

Index No: 190374/14

Plaintiff,

-against-

BURNHAM, LLC and CROWN BOILER CO. f/k/a CROWN INDUSTRIES, INC.,

Defendants.

----------x

HON. CYNTHIA S. KERN, J.S.C.

NOTE: **At least five (5) of the six (6) jurors must agree on the answer to each of the following questions, but it need not be the same five (5) jurors. If there is a dissenting juror to any question the dissenting juror should sign his/her name in the space provided below that question where it states "dissenting juror."**

(1a) Was plaintiff Vincent Anthony Geritano exposed to asbestos containing products or components used in connection with defendant Burnham, LLC's boilers?

Yes ✓ No ____ Dissenting Juror (if any) _____

If your answer to question 1a is "yes," proceed to question 1b.

If your answer to question 1a is "no," proceed to question 2a.

(1b) Did defendant Burnham, LLC fail to exercise reasonable care by not providing an adequate warning about the hazards of exposure to asbestos with respect to the use of its boilers?

Yes ✓ No ____ Dissenting Juror (if any) _____

If your answer to question 1b is "yes," proceed to question 1c.

If your answer to question 1b is "no," proceed to question 2a.

(1c) Was defendant Burnham, LLC's failure to warn plaintiff Vincent Anthony Geritano a substantial contributing factor in causing his injury?

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Yes ✓ No ____ Dissenting Juror (if any) _____

Proceed to question 2a.

(2a) Was plaintiff Vincent Anthony Geritano exposed to asbestos containing products or components used in connection with defendant Crown Boiler Co.'s boilers?

Yes ____ No ✓ Dissenting Juror (if any) _____

If your answer to question 2a is "yes," proceed to question 2b.

If your answer to question 2a is "no," but your answer to question 1c was "yes," proceed to question 3.

If your answer to question 2a is "no," and you answered "no" to any part of question 1, proceed no further and report your verdict to the court.

(2b) Did defendant Crown Boiler Co. fail to exercise reasonable care by not providing an adequate warning about the hazards of exposure to asbestos with respect to the use of its boilers?

Yes ____ No ____ Dissenting Juror (if any) _____

If your answer to question 2b is "yes," proceed to question 2c.

If your answer to question 2b is "no," but your answer to question 1c was "yes," proceed to question 3.

If your answer to question 2b is "no," and you answered "no" to any part of question 1, proceed no further and report your verdict to the court.

(2c) Was defendant Crown Boiler Co.'s failure to warn plaintiff Vincent Anthony Geritano a substantial contributing factor in causing his injury?

Yes ____ No ____ Dissenting Juror (if any) _____

If your answer to question 2c is "yes," proceed to question 3.

If your answer to question 2c is "no," but your answer to question 1c was "yes," proceed to question 3.

If your answer to question 2c is "no," and you answered "no" to any part of question 1, proceed no further and report your verdict to the court.

(3) Was plaintiff Vincent Anthony Geritano exposed to asbestos from products made, sold, distributed or used in connection with products or equipment of any of the following companies:

American Radiator Co. (ARCO)	Yes ✓ No ___
Columbia Boiler Company of Pottstown	Yes ✓ No ___
Compudyne Corporation, individually and as successor to York-Shipley, Inc.	Yes ✓ No ___
Crane Co.	Yes ✓ No ___
ECR International, Inc. f/k/a Dunkirk Radiator Corporation and as successor By merger to the Utica Companies, Inc.	Yes ✓ No ___
Oakfabco, Inc., individually and as successor-in-interest to Kewanee Boiler Corporation	Yes ✓ No ___
Kohler Co.	Yes ✓ No ___
Peerless Industries, Inc.	Yes ✓ No ___
Sid Harvey Industries Inc.	Yes ✓ No ___
Weil-McLain, a division of Marley-Wylain Company	Yes ✓ No ___
Zurn Industries, LLC, individually and as successor-in-interest to Erie City Iron Works	Yes ✓ No ___

Dissenting Juror (if any) _____

If your answer was "Yes" for any of the companies listed above, proceed to question 4. However, before you proceed to question 4, if your answer was "No" for any of the companies listed above, strike that company from the list for questions 4, 5 and 6.

If your answer was "No" for ALL the companies listed above, and your answer to both questions 1c and 2c was "yes," proceed to question 6 and strike all of the above companies from question 6.

If your answer was "No" for ALL the companies listed above, and your answer to either question 1c OR 2c was "no," proceed to question 7.

(4) Did any of the following companies fail to exercise reasonable care by not providing adequate

warning to plaintiff Vincent Anthony Geritano about the potential hazards of exposure to asbestos with respect to the use of their products?

American Radiator Co. (ARCO)	Yes ✓ No ___
Columbia Boiler Company of Pottstown	Yes ✓ No ___
Compudyne Corporation, individually and as successor to York-Shipley, Inc.	Yes ✓ No ___
Crane Co.	Yes ✓ No ___
ECR International, Inc. f/k/a Dunkirk Radiator Corporation and as successor By merger to the Utica Companies, Inc.	Yes ✓ No ___
Oakfabco, Inc., individually and as successor-in-interest to Kewanee Boiler Corporation	Yes ✓ No ___
Kohler Co.	Yes ✓ No ___
Peerless Industries, Inc.	Yes ✓ No ___
Sid Harvey Industries Inc.	Yes ✓ No ___
Weil-McLain, a division of Marley-Wylain Company	Yes ✓ No ___
Zurn Industries, LLC, individually and as successor-in-interest to Erie City Iron Works	Yes ✓ No ___

Dissenting Juror (if any) _____

If your answer was "Yes" for any of the companies listed above, proceed to question 5. However, before you proceed to question 5, if your answer was "No" for any company, strike that company from the list for questions 5 and 6.

If your answer was "No" for ALL the companies listed above, and your answer to both questions 1c and 2c was "yes," proceed to question 6 and strike all of the above companies from question 6.

If your answer was "No" for ALL the companies listed above, and your answer to either question 1c OR 2c was "no," proceed to question 7.

(5) Was any of the following companies' failure to warn a substantial contributing factor in causing plaintiff Vincent Anthony Geritano's injury?

American Radiator Co. (ARCO)	Yes ✓ No ___
Columbia Boiler Company of Pottstown	Yes ✓ No ___
Compudyne Corporation, individually and as successor to York-Shipley, Inc.	Yes ✓ No ___
Crane Co.	Yes ✓ No ___
ECR International, Inc. f/k/a Dunkirk Radiator Corporation and as successor By merger to the Utica Companies, Inc.	Yes ✓ No ___
Oakfabco, Inc., individually and as successor-in-interest to Kewanee Boiler Corporation	Yes ✓ No ___
Kohler Co.	Yes ✓ No ___
Peerless Industries, Inc.	Yes ✓ No ___
Sid Harvey Industries Inc.	Yes ✓ No ___
Weil-McLain, a division of Marley-Wylain Company	Yes ✓ No ___
Zurn Industries, LLC, individually and as successor-in-interest to Erie City Iron Works	Yes ✓ No ___

Dissenting Juror (if any) _____

If you answered "Yes" to this question for any of the companies listed, proceed to question 6. However, before you proceed to question 6, if you answered "No" to question 5 for any company, strike that company from the list for question 6.

If your answer was "No" for ALL the companies listed above, and your answer to both questions 1c and 2c was "yes," proceed to question 6 and strike all of the above companies from question 6.

If your answer was "No" for ALL the companies listed above, and your answer to either question 1c OR 2c was "no," proceed to question 7.

(6) List the percentage of fault that is attributable to each of the companies listed below for causing plaintiff Vincent Anthony Geritano's injury. Your answer must total 100%.

Burnham, LLC	9%
Crown Boiler Co. f/k/a Crown Industries, Inc.	0%
American Radiator Co. (ARCO)	9%
Columbia Boiler Company of Pottstown	9%
Compudyne Corporation, individually and as successor to York-Shipley, Inc.	9%
Crane Co.	9%
ECR International, Inc. f/k/a Dunkirk Radiator Corporation and as successor By merger to the Utica Companies, Inc.	9%
Oakfabco, Inc., individually and as successor-in-interest to Kewanee Boiler Corporation	9%
Kohler Co.	9%
Peerless Industries, Inc.	9%
Sid Harvey Industries Inc.	1%
Weil-McLain, a division of Marley-Wylain Company	9%
Zurn Industries, LLC, individually and as successor-in-interest to Erie City Iron Works	9%
Total:	**100%**

Dissenting Juror (if any) _____

Proceed to question 7.

(7) State the total amount of damages, if any, awarded to plaintiff Vincent Anthony Geritano's Estate for past pain and suffering from the onset of his Mesothelioma to the date of his death:

$6,250,000.00 Dissenting Juror (if any) _____

Proceed to question 8.

(8) Did defendant Burnham, LLC act with reckless disregard for the safety of others, namely plaintiff Vincent Anthony Geritano?

Yes ____ No ✓ Dissenting Juror (if any) _____

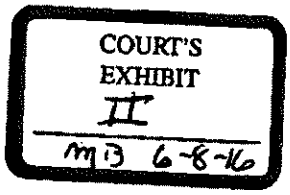
Sign the verdict sheet and report your verdict to the court.

The above represents a correct report of the Jury's verdict.

Juror 1 _____ **Juror 2** _____

Juror 3 _____ **Juror 4** _____

Juror 5 _____ **Juror 6** _____



PJI 1:35 – Introduction

Members of the jury, we come now to that portion of the trial where you are instructed on the law applicable to the case and then retire for your final deliberations. You have now heard all the evidence introduced by the parties and through arguments of their attorneys you have learned the conclusions which each party believes should be drawn from the evidence presented to you.

PJI 1:21 Review Principles Stated

You will recall that at the beginning of the trial I stated for you certain principles so that you could have them in mind as the trial progressed. Briefly, they were that you are bound to accept the law as I give it to you, whether or not you agree with it. You are not to ask anyone else about the law. You should not consider or accept any advice about the law from anyone else but me. Furthermore, you must not conclude from my rulings or anything I have said during the trial that I favor any party to this lawsuit. Furthermore, you may not draw any inference from an unanswered question nor consider testimony which has been stricken from the record in reaching your decision.

PJI 1:22 Falsus in Uno

If you find that any witness has willfully testified falsely as to any material fact, that is as to an important matter, the law permits you to disregard completely the entire testimony of that witness upon the principle that one who testifies falsely about one material fact is likely to testify falsely about everything. You are not required, however, to consider such a witness as totally "unbelievable." You may accept so much of his or her testimony as you deem true and disregard what you feel is false. By the processes which I have just described to you, you, as the sole

judges of the facts, decide which of the witnesses you will believe, what portion of their testimony you accept and what weight you will give to it.

PJI 1:24 Return to Courtroom

If, in the course of your deliberations, your recollection of any part of the testimony should fail, or you have any question about my instructions to you on the law, you have the right to return to the courtroom for the purpose of having such testimony read to you or have such question answered.

PJI 1:25 Consider Only Testimony and Exhibits

In deciding this case, you may consider only the exhibits which have been admitted in evidence and the testimony of the witnesses as you have heard it in this courtroom (or as there has been read to you testimony given on examination before trial. Under our rules of practice an examination before trial is taken under oath and is entitled to equal consideration by you notwithstanding the fact that it was taken before the trial and outside the courtroom). However, arguments, remarks, and summation of the attorneys are not evidence nor is anything that I now say or may have said with regard to the facts, evidence. You may also consider stipulations entered into between the parties and anything which I took judicial notice of as evidence in the case.

PJI 1:25A Juror's Use of Professional Expertise

Although as jurors you are encouraged to use all of your life experiences in analyzing testimony and reaching a fair verdict, you may not communicate any personal professional expertise you might have or other facts not in evidence to the other jurors during deliberations.

You must base your discussions and decisions solely on the evidence presented to you during the trial and that evidence alone. You may not consider or speculate on matters not in evidence or matters outside the case.

PJI 1:27 Exclude Sympathy

In reaching your verdict you are not to be affected by sympathy for any of the parties, what the reaction of the parties or of the public to your verdict may be, whether it will please or displease anyone, be popular or unpopular or, indeed, any consideration outside the case as it has been presented to you in this courtroom. You should consider only the evidence—both the testimony and the exhibits—find the facts from what you consider to be the believable evidence, and apply the law as I now give it to you. Your verdict will be determined by the conclusion you reach, no matter whom the verdict helps or hurts.

PJI 1:37 Jury Function

As the jurors, your fundamental duty is to decide, from all the evidence that you have heard and the exhibits that have been submitted, what the facts are. You are the sole, the exclusive judges of the facts. In that field you are supreme and neither I nor anyone else may invade your province. As the sole judges of the facts, you must decide which of the witnesses you believed, what portion of their testimony you accepted, and what weight you give to it.

PJI 1:38 Court's Function

On the other hand, and with equal emphasis, I charge you that you are required to accept the law as it is given to you in this charge and in any instructions that I have given to you during the course of the trial. Whether you agree with the law as given to you by me or not, you are bound by it. You are not to ask anyone else about the law. You should not consider or accept

any advice about the law from anyone else but me. The process by which you arrive at a verdict is first, to decide from all of the evidence and the exhibits, what the facts are, and second, to apply the law as I give it to you, to the facts as you have decided them to be. The conclusion thus reached will be your verdict. Your verdict will be in the form of answers to written questions which I will submit to you.

PJI 1:39 No Inference from Rulings

In the course of the trial it has been necessary for me to rule on the admission of evidence and on motions made with respect to the applicable law. You must not conclude from any such ruling I have made or from any questions I may have asked or from anything that I have said during the course of the trial or from these instructions or the manner in which they are given that I favor any party to this lawsuit. It is your recollection of evidence and your decision on the issues of fact which will decide this case.

PJI 1:40 Consider Only Competent Evidence

At times during the trial I have sustained objections to questions asked without allowing the witness to answer or where an answer was made, instructed that it be stricken from the record and that you disregard it and dismiss it from your minds. You may not draw any inference or conclusions from an unanswered question nor may you consider testimony which has been stricken from the record in reaching your decision. The law requires that your decision be made solely upon the evidence before you. Such items as I have excluded from your consideration were excluded because they were not legally admissible.

PJI 1:41 Weighing Testimony

The law does not, however, require you to accept all of the evidence I admit. In deciding

what evidence you will accept you must make your own evaluation of the testimony given by each of the witnesses, and decide how much weight you choose to give to that testimony. The testimony of a witness may not conform to the facts as they occurred because he or she is intentionally lying, because the witness did not accurately see or hear what he or she is testifying about, because the witness' recollection is faulty, or because the witness has not expressed himself or herself clearly in testifying. There is no magical formula by which you evaluate testimony. You bring with you to this courtroom all of the experience and background of your lives. In your everyday affairs you decide for yourselves the reliability or unreliability of things people tell you. The same tests that you use in your everyday dealings are the tests which you apply in your deliberations. The interest or lack of interest of any witness in the outcome of this case, the bias or prejudice of a witness, if there be any, the age, the appearance, the manner in which the witness gives testimony on the stand, the opportunity that the witness had to observe the facts about which he or she testifies, the probability or improbability of the witness' testimony when considered in the light of all of the other evidence in the case, are all items to be considered by you in deciding how much weight, if any, you will give to that witness' testimony. If it appears that there is a discrepancy in the evidence, you will have to consider whether the apparent discrepancy can be reconciled by fitting the two stories together. If, however, that is not possible, you will then have to decide which of the conflicting stories you will accept.

PJI 1:60 General Instruction – Burden of Proof – When Burden of Proof Differs on Different Issues

To say that a party has the burden of proof on a particular issue means that, considering all the evidence in the case, the party's claim on that issue must be established by a fair preponderance of the credible evidence. The credible evidence means the testimony or exhibits

that you find worthy of belief. A preponderance means the greater part of the evidence. That does not mean the greater number of witnesses or the greater length of time taken by either side. The phrase preponderance of the evidence refers to the quality of the evidence, its weight, and the effect that it has on your minds. In order for a party to prevail on an issue on which he or she has the burden of proof, the evidence that supports his or her claim on that issue must appeal to you as more nearly representing what happened than the evidence opposed to it. If it does not or if it weighs so evenly that you are unable to say that there is a preponderance on either side, you must decide the question against the party who has the burden of proof and in favor of the opposing party.

In this case the plaintiff claims that the defendants were negligent in causing his disease. The defendants claim that they were not negligent and that even if they were negligent, other companies were also negligent in causing plaintiff's disease. The plaintiff has the burden of proving that the defendants were negligent and that defendants's negligence was a substantial factor in causing his disease. The defendants have the burden of proving that the other companies were negligent and that these companies' negligence was a substantial factor in causing plaintiff's disease.

PJI 1:70 General Instruction—Circumstantial Evidence

Facts must be proved by evidence. Evidence includes the testimony of a witness concerning what the witness saw, heard or did. Evidence also includes writings, photographs, or other physical objects which may be considered as proof of a fact. Evidence can be either direct or circumstantial. Facts may be proved either by direct or circumstantial evidence or by a combination of both. You may give circumstantial evidence less weight, more weight, or the

same weight as direct evidence.

Direct evidence is evidence of what a witness saw, heard, or did which, if believed by you, proves a fact. For example, let us suppose that a fact in dispute is whether I knocked over this water glass near the witness chair. If someone testifies that he saw me knock over the glass, that is direct evidence that I knocked over the glass.

Circumstantial evidence is evidence of a fact which does not directly prove a fact in dispute but which permits a reasonable inference or conclusion that the fact exists. For example, a witness testifies that he saw this water glass on the bench. The witness states that, while he was looking the other way, he heard the breaking of glass, looked up, and saw me wiping water from my clothes and from the papers on the bench. This testimony is not direct evidence that I knocked over the glass; it is circumstantial evidence from which you could reasonably infer that I knocked over the glass.

Those facts which form the basis of an inference must be proved and the inference to be drawn must be one that may be reasonably drawn. In the example, even though the witness did not see me knock over the glass, if you believe his or her testimony, you could conclude that I did. Therefore, the circumstantial evidence, if accepted by you, allows you to conclude that the fact in dispute has been proved.

In reaching your conclusion you may not guess or speculate. Suppose, for example, the witness testifies that the water glass was located equally distant from the court clerk and me. The witness states that he heard the breaking of glass and looked up to see both the court clerk and me brushing water from our clothes. If you believe that testimony, you still could not decide on that evidence alone who knocked over the water glass. Where these are the only proved facts, it

would be only a guess as to who did it. But, if the witness also testifies that he heard the court clerk say "I am sorry," this additional evidence would allow you to decide who knocked over the water glass.

PJI 1:90 Expert Witness

You will recall that several witnesses testified concerning their qualifications as experts in various fields including medicine, state of the art and industrial hygiene and gave their opinions concerning issues in this case. When a case involves a matter of science or art or requires special knowledge or skill not ordinarily possessed by the average person, an expert is permitted to state his/ her opinion for the information of the court and jury.

The opinions stated by each expert who testified before you were based on particular facts, as the expert obtained knowledge of them and testified to them before you, or as the attorneys who questioned the expert asked the expert to assume.

You may reject an expert's opinion if you find the facts to be different from those which formed the basis for the opinion. You may also reject the opinion if, after careful consideration of all the evidence in the case, expert and other, you disagree with the opinion. In other words, you are not required to accept an expert's opinion to the exclusion of the facts and circumstances disclosed by other testimony.

Such an opinion is subject to the same rules concerning reliability as the testimony of any other witness. It is given to assist you in reaching a proper conclusion; it is entitled to such weight as you find the expert's qualifications in the field warrant and must be considered by you, but is not controlling upon your judgment.

PJI 1:91 General Instruction – Interested Witness - Generally

The plaintiff Vincent Anthony Geritano and the corporate representatives for Burnham, LLC and Crown Boiler Co. testified before you. As parties to the action, they are interested witnesses. An interested witness is not necessarily less believable than a disinterested witness. The fact that he or she is interested in the outcome of the case does not mean that he or she has not told the truth. It is for you to decide from the demeanor of the witness on the stand and such other tests as your experience dictates whether or not the testimony has been influenced, intentionally or unintentionally, by his or her interest. You may, if you consider it proper under all of the circumstances, not believe the testimony of such a witness, even though it is not otherwise challenged or contradicted. However, you are not required to reject the testimony of such a witness, and may accept all or such part of his testimony as you find reliable and reject such part as you find unworthy of acceptance.

PJI 1:97 General Instruction – Special Verdict

This case will be decided on the basis of the answers that you give to certain questions that will be submitted to you. Each of the questions asked calls for a "Yes" or "No" answer, or some numerical figure or some percentage. While it is important that the views of all jurors be considered, five of the six of you must agree on the answer to any question, but the same five persons need not agree on all of the answers. When five of you have agreed on any answer, the foreperson of the jury will write the answer in the space provided for each answer and the dissenting juror, if any will sign noting his or her disagreement.

When you have answered all the questions that require answers in accordance with the directions on the verdict sheet, each of you will sign the last page, and report to the court. Do not assume from the questions or from the wording of the questions or from my instructions

on them what the answers should be.

PJI 1:103 General Instruction—Supplemental Charge—Note—Taking by Jurors .

You may have taken notes in this case. Whether you took notes or not, you should be aware that the court reporter records everything stated in the courtroom, and any portion of the transcript, at your request, will be read back to you during your deliberations.

Those of you who did take notes during the trial, those notes are only for your personal use and are simply an aid to your memory. Because the notes may be inaccurate or incomplete, they may not be given any greater weight than your independent recollection. Because the notes may be inaccurate or incomplete, they may not be given any greater weight or influence than the recollection of other jurors about the facts or the conclusions to be drawn from the facts in determining the outcome of this case. Those of you who did not take notes should rely on your independent recollection of the evidence and not be influenced by the fact that another juror has taken notes. Any difference between a juror's recollection and a juror's notes should always be settled by asking to have the court reporter's transcript on that point read back to you. The court transcript should govern your determination rather than a juror's notes. A juror's notes are not a substitute for the official record or for the governing principles of law that I will give to you.

As a party to a lawsuit, a corporation or a company on trial is like a person on trial and is entitled to the same fair trial in your hands as a private individual.

PJI 2:10 Common Law Standard of Care – Negligence Defined - Generally

Negligence is lack of ordinary care. It is a failure to use that degree of care that a reasonably prudent person would have used under the same circumstances. Negligence may arise from doing an act that a reasonably prudent person would not have done under the same

circumstances, or, on the other hand, from failing to do an act that a reasonably prudent person would have done under the same circumstances.

PJI 2:12 Common Law Standard of Care – Foreseeability - Generally

Negligence requires both a reasonably foreseeable danger of injury to another and conduct that is unreasonable in proportion to that danger. A person is only responsible for the results of his or her conduct if the risk of injury is reasonably foreseeable. The exact occurrence or exact injury does not have to be foreseeable; but injury as a result of negligent conduct must be not merely possible, but be probable.

There is negligence if a reasonably prudent person could foresee injury as a result of his or her conduct, and acted unreasonably in the light of what could be foreseen. On the other hand, there is no negligence if a reasonably prudent person could not have foreseen any injury as a result of his or her conduct, or acted reasonably in the light of what could have been foreseen.

PJI 2:70 Proximate Cause – In General

An act or omission is regarded as a cause of an injury if it was a substantial factor in bringing about the injury, that is, if it had such an effect in producing the injury that reasonable people would regard it as a cause of the injury. There may be more than one cause of an injury, but to be substantial, it cannot be slight or trivial. You may, however, decide that a cause is substantial even if you assign a relatively small percentage to it.

PJI 2:71 Proximate Cause – Concurrent Causes

There may be more than one cause of an injury. Where the independent and negligent acts or omissions of two or more parties cause injury to another, each of those negligent acts or

omissions is regarded as a cause of that injury provided that it was a substantial factor in bringing about that injury.

PJI 2:120 Products Liability

A manufacturer or seller of a product who sells it in a defective condition is liable for injury that results from use of the product when the product is used for its intended or reasonably foreseeable purpose. A product is defective if it is not reasonably safe--- that is, if the product is so likely to be harmful to persons that a reasonable person who had actual knowledge of its potential for producing injury would conclude that it should not have been marketed in that condition.

A product may be defective as a result of inadequate warnings. In order to establish a claim for failure to warn, plaintiff has the burden of proving exposure to asbestos from work with defendants' equipment, that the defendants should have provided warnings about the dangers of asbestos, that the equipment lacked warnings and that the lack of such warning was a substantial factor in causing plaintiff's injury.

Vincent Geritano claims that the boilers manufactured by defendants Burnham and Crown were defective because they failed to contain a warning regarding the hazards of asbestos exposure from their use and that each of the defendant's failure to warn was a substantial contributing factor in causing Vincent Geritano's injury.

Burnham and Crown deny that Vincent Geritano was exposed to asbestos associated with their boilers. Burnham and Crown contend that even if Vincent Geritano was exposed to asbestos from their boilers, the exposure to the asbestos used in connection with Burnham and Crown's boilers was not a substantial contributing factor in causing Vincent Geritano's injury.

The manufacturer or seller of a product which is reasonably certain to be harmful if used in a way that the manufacturer should reasonably foresee is under a duty to use reasonable care to give adequate warning of any dangers known to it or which in the use of reasonable care it should have known and which the user of the product ordinarily would not discover. Reasonable care means that degree of care which a reasonable manufacturer or seller would use under the same circumstances.

A manufacturer's or seller's duty to warn is nondelegable. That means that a manufacturer or seller may not rely on others to issue an adequate warning.

The manufacturer or seller is under a duty to ascertain the nature of its product and is presumed to have superior knowledge of it. A manufacturer or seller of the product is held to the knowledge and skill of an expert.

The manufacturer or seller is required to keep abreast of developments in the state of the art, through research, testing, accident or other reports, scientific literature, and other available methods and may be held liable for failure to warn of dangers and risks which come to its attention following user operation of the product.

Such defendants or manufacturers, sellers, distributors, or suppliers are obligated to keep informed of scientific and technical discoveries in their particular fields. That does not mean that a manufacturer is presumed to know that which was unreasonable to know at the time in issue. For example, modern tests which use methodologies that have not yet been developed at the time in issue cannot serve to show what was known or should have been known at that time. But neither is a defendant or one of the listed companies to be less than diligent in keeping abreast of knowledge about the dangers of the uses of its product. Therefore, a manufacturer's

knowledge depends on the state of the medical, scientific and technological knowledge at the times in issue, and whether it knew or should have known about such knowledge.

A manufacturer or seller may incur liability for failure to warn concerning dangers in the use of a product which come to his attention after manufacture or sale, through advancements in the state of the art, with which he is expected to stay abreast, or through being made aware of later accidents involving dangers in the product of which warning should be given to users. The nature of the warning to be given and to whom it should be given turn upon a number of factors, including the harm that may result from use of the product without notice, the reliability and any possible adverse interest of the person, if other than the user, to whom notice is given, the burden on the manufacturer or vendor involved in locating the persons to whom notice is required to be given, the attention which it can be expected a notice in the form given will receive from the recipient, the kind of product involved and the number manufactured or sold, and the steps taken, other than the giving of notice, to correct the problem.

Apportionment of Fault (See, PJI 2:275)

Plaintiff has the burden of proving the fault of defendants by a preponderance of the evidence. If defendants argue that other companies are at fault, they have the burden of proving by a preponderance of the evidence that such other companies are at fault. You must determine what part, if any, of the total fault defendants or other companies appearing on your jury verdict form are responsible for. In making that decision, you will weigh the degree of fault of each and determine the fault of each of them for causing plaintiff's disease. In your verdict, you will state the percentage of fault, if any, of defendants and the other companies. The total of these percentages must add up to 100 percent.

PJI 2:275.2 Comparative Fault—Apportionment of Fault Between Defendants (CPLR 1602[7]—reckless disregard for safety of others)

Burnham

In this case, plaintiff claims not only that defendants were negligent but that defendants also acted with reckless disregard for the safety of others. A defendant acts with reckless disregard for the safety of others when it intentionally or with gross indifference to the rights or safety of others engages in conduct that makes it probable that injury will occur. Plaintiff has the burden of proving by a preponderance of the evidence that defendants acted with reckless disregard for the safety of others.

PJI 2:277 Damages

My charge to you on the law of damages must not be taken as a suggestion that you should find for the plaintiff. It is for you to decide on the evidence presented and the rules of law I have given you whether the plaintiff is entitled to recover from the defendants. If you decide that the plaintiff is not entitled to recover from the defendants, you need not consider damages. Only if you decide that the plaintiff is entitled to recover will you consider the measure of damages.

If you find that the plaintiff is entitled to recover from the defendants, you must render a verdict in a sum of money that will justly and fairly compensate the plaintiff for all losses resulting from the injuries he sustained.

PJI 2:277A Damages - Comments by Counsel During Closing Remarks

During his closing remarks, counsel for plaintiff suggested a specific dollar amount he believes to be appropriate compensation for specific elements of plaintiff's damages. An attorney is permitted to make suggestions as to the amount that should be awarded, but those suggestions are argument only and not evidence and should not be considered by you as evidence of

plaintiff's damages. The determination of damages is solely for you, the jury, to decide.

PJI 2:280 Damages – Personal Injury – Injury and Pain and Suffering

If you decide defendants are liable, plaintiff is entitled to recover a sum of money which will justly and fairly compensate him for any injury and conscious pain and suffering from the date of onset of symptoms until the date of his death. Conscious pain and suffering means pain and suffering of which there was some level of awareness by plaintiff plaintiff.

In determining the amount, if any, to be awarded for pain and suffering, you may take into consideration the effect that plaintiff's injuries have had on his ability to enjoy life up to the time of his death. Loss of enjoyment of life involves the loss of the ability to perform daily tasks, to participate in the activities which were a part of the person's life before the injury, and to experience the pleasures of life. However, a person suffers the loss of enjoyment of life only if the person is aware, at some level, of the loss that he suffered.

If you find that plaintiff, as a result of his injuries, suffered some loss of ability to enjoy life and that he was aware, at some level, of a loss, you may take that loss into consideration in determining the amount to be awarded to plaintiff for his pain and suffering from the time he first began to experience symptoms of mesothelioma until the date of his death.

PJI 2:280.2 Income Taxes

If your verdict is in favor of the plaintiff, he will not be required to pay income taxes on the award and you must not add or subtract from the award any amount on account of income taxes.

PJI 1:28 Conclusion

I have now outlined for you the rules of law that apply to this case and the processes by which you weigh the evidence and decide the facts. In a few minutes you will retire to the jury room for your deliberations. Your first order of business when you are in the jury room will be

In arriving at the 16 total amount, you must not consider the percentages of fault but must simply report the total amount of P's damages

the election of a foreperson. In order that your deliberations may proceed in an orderly fashion, you must have a foreperson, but of course, his or her vote is entitled to no greater weight than that of any other juror.

Your function—to reach a fair decision from the law and the evidence—is an important one. When you are in the jury room, listen to each other, and discuss the evidence and issues in the case among yourselves. It is the duty of each of you, as jurors, to consult with one another, and to deliberate with a view of reaching agreement on a verdict, if you can do so without violating your individual judgment and your conscience. While you should not surrender conscientious convictions of what the truth is and of the weight and effect of the evidence and while each of you must decide the case for yourself and not merely consent to the decision of your fellow jurors, you should examine the issues and the evidence before you with candor and frankness, and with proper respect and regard for the opinions of each other. Remember in your deliberations that the dispute between the parties is, for them, a very important matter. They and the court rely upon you to give full and conscientious deliberation and consideration to the issues and evidence before you. By so doing, you carry out to the fullest your oaths as jurors to truly try the issues of this case and render a true verdict.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

SANDRA GERITANO, Individually and as Executrix of the Estate of VINCENT ANTHONY GERITANO, deceased,

Plaintiff,

v.

A.O. SMITH WATER PRODUCTS, et al.

Defendants.

Index No. : 190374/2014

PLAINTIFF'S PROPOSED ALTERATIONS TO THE VERDICT SHEET AND JURY CHARGE

Plaintiff submits the following proposed alterations/deviations to the verdict sheet and jury charge as provided to the parties by the Court. The additions are identified in bold and italics.

VERDICT SHEET

Alteration to Question No. 1

Question No. 1:	Was Plaintiff Vince Geritano exposed to asbestos [***components***] used in connection with defendant _____'s boilers?
Explanation:	deleted "from products" and added "components"
Basis:	A brake grinder case differs slightly from a traditional equipment case because the asbestos brake is not a component of the grinder but is a separate product manipulated by the grinder. Thus, whether there was exposure to "products used in connection" with the grinder is the appropriate question to ask the jury. By contrast, in a traditional equipment case, such as the instant one, it is exposure to the equipment components that is at issue. See In re New York City Asbestos Litigation [Dummitt], 121 AD3d 230, 250 (1st Dept 2014) ("where a manufacturer does have a sufficiently significant role, interest, or influence in ***the type of component used with its product*** after it enters the stream of commerce, it may be held strictly liable if that component causes injury to an end user of the product") (emphasis added).

Placement of the Recklessness Question

Plaintiff submits that the recklessness question should not be the last question asked on the verdict sheet but should be the fourth question, located directly after the proximate cause question as to each defendant. The jury is unaware of the purpose of the recklessness question because under CPLR article 16, recklessness, once found, is an issue of law for the Court to deal with in molding the verdict. The recklessness standard is one of gross negligence. See Maltese v Westinghouse Electric Corp., 89 N.Y.2d 955 (1997). Thus, it is more appropriate to have the jury evaluate each defendant's gross negligence directly after they evaluate each defendant's negligence. Moreover, of particular importance in a multi-defendant trial is that if the jury sees three recklessness questions in a row at the very end of the verdict sheet, they may get the impression that recklessness is something akin to a punitive damages standard or that it serves the purpose of punishing defendants. Recklessness has both a distinct function and distinct standard from punitive damages. See In re Eighth Jud. Dist. Asbestos Litig. [Drabczyk v Fisher Controls International, LLC], 92 A.D.3d 1259, 1260 (4th Dept 2012) (upholding the recklessness finding but dismissing the punitive damages award).

JURY CHARGE

Addition to PJI 2:120 – Duty to Test (to be added directly after the charge that the manufacturer is held to the knowledge and skill of an expert)

Charge: ***In addition, a manufacturer or seller is under a duty to fully test and inspect its products to uncover all dangers that are reasonably scientifically discoverable.***

Basis: Penn v Amchem Products, 85 AD3d 475 (1st Dept, 2011) ("evidence that [defendant] did not test or investigate the safety of its asbestos liners permitted the jury to conclude that [defendant] failed to adequately warn [plaintiff] of a potential danger that it knew or should have known about."); George v. Celotex Corp., 914 F.2d 26, 28 (2d Cir. 1990) ("In addition, a manufacturer has a duty to test fully and inspect its products to uncover all dangers that are scientifically discoverable"); Micallef v. Miehle Co., 39 N.Y.2d 376 (1976) ("Also relevant, but by no means exclusive, in determining whether a manufacturer exercised reasonable skill and knowledge concerning the design of the product is... the extent to which any tests were conducted to ascertain the dangers of the product); PJI COMPANION HANDBOOK, § 8.2, p. 399 (2015).

Assembler Liability Charge (to be placed directly after PJI 2:120 Products Liability)

Charge: **PJI 2:125A Products Liability—Negligence of Maker of Assembled Product**

A manufacturer who uses in its product any part manufactured by another is under a duty to make such inspections and tests of the part as a reasonably

prudent manufacturer in its business would recognize as necessary to secure a finished product reasonably safe for its intended or normal use. That duty may exist even though the part was obtained from a reputable manufacturer. The failure to make such inspections and tests is negligence.

Basis: Defendant Crown Boiler Company has held itself out as an assembler of boilers and has argued to the jury during opening statements that it was an assembler of boilers rather than a boiler "manufacturer." Thus, a charge for assembler liability is appropriate.

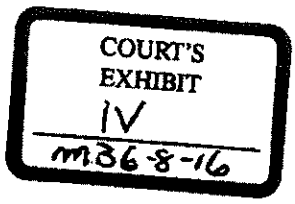
Missing Documents Charge

Charge: **PJI 1:77 General Instruction—Evidence—Failure to Produce Documents or Other Physical Evidence**

The plaintiff claims that Columbia Boiler Company failed to produce in court corporate documents, which plaintiff claims you should consider in connection with Vincent Geritano's claim that Columbia Boiler Company was negligent in failing to warn. Plaintiff also claims that Columbia Boiler Company has failed to offer a reasonable explanation for not producing corporate documents. Columbia Boiler Company claims that the destruction of their corporate documents was outside their control.

If you believe that the corporate documents existed and if you also believe that Columbia Boiler Company has not offered a reasonable explanation for not producing those documents, you must decide what weight it would have had in your deliberations, if any. If you find that the corporate documents would have been important or significant in your deliberations, you may, but you are not required to, conclude that if it had been produced it would not have supported Columbia Boiler Company's position on the issue of their negligence in failing to warn and would not contradict the evidence offered by plaintiff. Additionally, you may, but are not required to, draw the strongest inference against Columbia Boiler Company on that question that the opposing evidence permits.

Basis: Defendant Columbia has admitted that it destroyed corporate documents even after asbestos actions were commenced against it (Tr. at 1522-23). Under New York law, a party is required to preserve evidence that may be relevant to pending ***or reasonably foreseeable litigation***. Voom VD Holdings LLC v. EchoStar Satellite L.L.C., 93 A.D.3d 33 (1st Dept 2012) ("[o]nce a party reasonably anticipates litigation, it must suspend its routine document retention/destruction policy and put in place a litigation hold' to ensure the preservation of relevant documents"). The appropriate sanction for the destruction of documents, therefore, "is an adverse inference charge." Suazo v. Linden Plaza Associates, L.P., 102 A.D.3d 570, 571 (1st Dept, 2013).



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

IN RE: NEW YORK CITY ASBESTOS LITIGATION	:	
THIS DOCUMENT RELATES TO:	:	(NYCAL)
	:	INDEX NO.: 190374/2014
SANDRA GERITANO, Individually and as Executrix of the Estate of VINCENT ANTHONY GERITANO, deceased,	:	I.A.S. Part 55
	:	(Kern, C.)
Plaintiff,	:	
-against-	:	
A. O. SMITH WATER PRODUCTS, et al.,	:	
Defendants.	:	

BURNHAM LLC'S RESPONSE TO THE COURT'S PROPOSED JURY CHARGE AND THE COURT'S PROPOSED VERDICT SHEET

Burnham LLC ("Burnham") makes the following response to the Court's Proposed Jury Charge:

1. **PJI 1:25 Consider Only Testimony and Exhibits (modified):** In deciding this case, you may consider only the exhibits which have been admitted in evidence and the testimony of the witnesses as you have heard it in this courtroom or as there has been read to you testimony given on examination before trial. Under our rules of practice an examination before trial is taken under oath and is entitled to equal consideration by you notwithstanding the fact that it was taken before the trial and outside the courtroom. However, arguments, remarks, and summation of the attorneys are not evidence nor is anything that I now say or may have said with regard to the facts, evidence. In addition, the state of the art evidence was admitted for a limited purpose.
2. **PJI 1:90**: Burnham objects to use of phrase "scientific history." If necessary, the term should be "state-of-the-art."
3. **PJI 1:97**: Burnham objects to language that jurors "must agree on the answer to any [or each] question" in both the charge and on the verdict sheet.
4. Burnham requests that **PJI 2:70** be replaced by the following:

   I will now address the element of proximate cause. If you find that Burnham breached a duty owed to Mr. Geritano, you must next determine whether that breach was a

proximate cause or substantial factor in causing Mr. Geritano's disease. It is plaintiff's burden to establish, by the preponderance of the evidence, that the negligence of the defendant was a substantial factor in causing Mr. Geritano's mesothelioma. First, plaintiff is required to prove that Mr. Geritano's injury was proximately caused by exposure to asbestos from the products associated with Burnham; second, plaintiff is required to prove that the Burnham's failure to warn Mr. Geritano of the dangers of asbestos was a proximate cause of his injury, which includes proving that Mr. Geritano would have seen and heeded a warning had one been given.

An act or omission is regarded as a cause of an injury if it was a substantial factor in bringing about the injury, that is, if it had such an effect in producing the injury that reasonable people would regard it as a cause of the injury. There may be more than one cause of an injury, but to be substantial, it cannot be slight or trivial. You may, however, decide that a cause is substantial even if you assign a relatively small percentage to it. There may be more than one cause of an injury. Where the independent and negligent acts or omissions of two or more parties cause injury to another, each of those negligent acts or omissions is regarded as a cause of that injury provided that it was a substantial factor in bringing about that injury.

It is plaintiff's burden to prove that Mr. Geritano was exposed to asbestos from products used in connection with a Burnham product and that that exposure was a substantial factor in causing Mr. Geritano's mesothelioma. Plaintiff must establish not only that asbestos is capable of causing mesothelioma and that Burnham products contained asbestos, plaintiff must also establish that Mr. Geritano was exposed to sufficient levels of asbestos from Burnham products such that that exposure was a substantial factor in causing his mesothelioma.

If you find that Mr. Geritano's exposure to products associated with Burnham products was not a substantial factor in causing his mesothelioma or that Burnham's failure to warn was not a substantial factor in causing the disease, then you should find for Burnham. If, on the other hand, after considering all of the evidence, you conclude that Mr. Geritano was exposed to asbestos associated with Burnham boilers, that that exposure was a substantial contributing factor in causing his disease, and that Burnham's failure to warn was a substantial factor in causing his mesothelioma, you must conclude that plaintiff established proximate cause, even if you also believe that some other exposures that Mr. Geritano suffered were also substantial factors in bringing about his disease.

Source: PJI 2:70; 2:71; *Parker v. Mobil Oil Corp.*, 7 N.Y.3d 434, 448 (2006); *Diel v. Flintkote Co.*, 204 A.D.2d 53, 54 (1st Dept 1994); *Cawein v. Flintkote Co.*, 203 A.D.2d 105, 106 (1st Dept 1994); *Sosna v. American Home Products*, 298 A.D.2d 158, 158 (1st Dept 2002); *Reiss v. Volvo Cars of North America*, 73 A.D.3d 420, 423 (1st Dept 2010).

5. **PJI 2:120 and Continuing Duty to Warn in place of the Court's PJI 2:120 Products Liability section:**

A manufacturer, wholesaler, distributor, retailer, processor of materials, or maker of a component part that sells a product in a defective condition is liable for injury that results from use of the product when the product is used for its intended or reasonably foreseeable purpose.

A product is defective if it is not reasonably safe—that is, if the product is so likely to be harmful to persons that a reasonable person who had actual knowledge of its potential for producing injury would conclude that it should not have been marketed in that condition.

A product may be defective as a result of inadequate warnings or instructions. The burden of proving that the product was defective and that the defect was a substantial factor in causing plaintiff's injury is on the plaintiff.

The plaintiff claims that the product manufactured or sold by defendant Burnham was defective because the warnings were inadequate in that they failed to warn of the dangers of asbestos. Burnham denies that Mr. Geritano was exposed to asbestos associated with its products. Burnham contends that even if Mr. Geritano was exposed to asbestos from its products, the asbestos was not capable of causing Mr. Geritano's mesothelioma and that the exposure was not at sufficient levels that would have caused his disease. Burnham further contends that plaintiffs have not met their burden to show that Mr. Geritano would have seen and/or heeded a warning had one been given. Burnham denies that it was negligent in failing to warn and contends that any negligence on the part of Burnham was not a substantial factor in causing his disease. Burnham contends that it was not negligent based on the available evidence and the state of the art during the time period that plaintiff claims exposure to its products. Burnham also contends that any injuries suffered by Mr. Geritano were due to exposure to asbestos from products manufactured or sold by other companies.

The manufacturer of a product which is reasonably certain to be harmful if used in a way that the manufacturer should reasonably foresee is under a duty to use reasonable care to give adequate warning of any danger known to it or which in the use of reasonable care it should have known and which the user of the product ordinarily would not discover. Reasonable care means that degree of care which a reasonably prudent person would use under the same circumstances.

If you find that, at the time the product was marketed no warnings regarding any safety hazards were necessary, then you will find that the product was not defective and you need proceed no further in your deliberations on this issue.

If you find that, at the time the product was marketed, the product was defective in any of the ways I have discussed, then you will proceed to consider whether the defect was a substantial factor in causing Mr. Geritano's injury, that is, whether a reasonable person would regard it as a cause of the injury. If you find that the defect was not a substantial factor in causing Mr. Geritano's injury, you need proceed no further in your deliberations on this issue.

A manufacturer may be held liable for failing to warn concerning dangers in the use of the product which become known after the product is manufactured or sold. A manufacturer has a duty to take reasonable steps to warn product users of dangers that are discovered after the product is manufactured or sold.

A manufacturer's duty to warn post-sale depends on whether the manufacturer knew, or in the exercise of reasonable care should have known, of the dangers in the use of its product which have become known after the sale.

The evaluation of whether a manufacturer has a post-sale duty to warn involves the evaluation of a number of factors, including weighing the degree of danger that the problem involves, the number of reported injuries, the burden of providing a warning, and the burden and ability to track a product post-sale.

In determining whether this duty has been triggered, you may consider the state of the scientific, medical and technological knowledge at the time of issue together with the above factors.

Source: PJI 2:120, *Cover v. Cohen*, 61 N.Y.2d 261, 274-277 (1984); Justice Joan Madden, Jury Charge in *Dummit*, Index No. 190196/2010, August 12, 2011 at 4071-4072.

6. **State of the Art**

In determining whether Burnham breached a duty to Mr. Geritano, you must decide whether plaintiff has proven that Burnham knew or should have known that work performed on its boilers as described by Mr. Geritano could cause individuals such as Mr. Geritano to contract mesothelioma. You are to consider the knowledge about the dangers of asbestos and what has been called in this case the state of the art evidence. You may also consider whether the defendant kept abreast of scientific developments and the extent to which any tests were conducted to ascertain the dangers of the product. The state of the art evidence bears upon whether Burnham breached its duty to provide products that were safe for their intended use and the reasonableness of Burnham's conduct.

You must consider the state of scientific knowledge and technology at the time Mr. Geritano was allegedly exposed to the products and not what the state of scientific knowledge about asbestos and mesothelioma is today in 2016 or at any time after Mr. Geritano's claimed exposure to Burnham products ceased, which is 1965.

Source: *Lancaster Silo & Block Co. v. Northern Propane Gas Co.*, 75 A.D.2d 55, 63-64 (4th Dept. 1980); *Bolm v. Triumph Corp.*, 71 A.D.2d 429, 437-38, and n.2 (4th Dept. 1979); *Micallef v. Miehle Co.*, 39 N.Y.2d 376, 386-87, 384 N.Y.S.2d 115, 348 N.E.2d 571 (1976); *Jemmott v. Rockwell Manuf. Co.*, 216 A.D. 444, 445, 628 N.Y.S.2d 184 (2d Dept. 1995); Justice Joan Madden, Jury Charge in *Assenzio, et al.*, Index No. 190008/12, July 22, 2013 at 5894-5895.

7. Burnham objects to the Recklessness charge as well as a reckless question placed on the verdict sheet. If the court overrules Burnham's objections, Burnham objects to the language used in the proposed charge as it does not follow the language in the *Maltese* case.

Source: *Maltese v. Westinghouse Electric Corp.*, 89 N.Y.2d 955, 956-7 (1997).

8. **In place of the Court's PJI 2:280 Damages – Personal Injury – Injury and Pain and Suffering, Burnham requests that the following be charged:**

If you decide that defendant is liable, plaintiff is entitled to recover a sum of money which will justly and fairly compensate her for any injury, disability and conscious pain and suffering of Mr. Geritano from the onset of the symptoms associated with his

mesothelioma until the date of his death. Conscious pain and suffering means pain and suffering of which there was some level of awareness by decedent.

In determining the amount, if any, to be awarded plaintiff for pain and suffering, you may take into consideration the effect that decedent's injuries have had on decedent's ability to enjoy life up to the time of death. Loss of enjoyment of life involves the loss of the ability to perform daily tasks, to participate in the activities which were a part of the person's life before the injury, and to experience the pleasures of life. However, a person suffers the loss of enjoyment of life only if the person is aware, at some level, of the loss that he has suffered.

If you find that decedent, as a result of his injuries, suffered some loss of the ability to enjoy life and that decedent was aware, at some level, of a loss, you may take that loss into consideration in determining the amount to be awarded to plaintiff for pain and suffering.

In arriving at the total, you must not consider the percentages of fault, but must simply report the total amount of the plaintiffs' damages.

Source: **PJI 2:280; 2:280.1; 2:36.2**

9. **Contentions of the Parties**

I will now turn to the contentions of the parties.

Vincent Geritano died during the pendency of this action, and this case is being continued on behalf of the Estate of Mr. Geritano. The Estate contends that Mr. Geritano was exposed to asbestos while working with Burnham boilers. The Estate further contends that Burnham was negligent in selling its boilers without a warning about the dangers associated with asbestos. Plaintiff also contends that his exposure to asbestos from Burnham products was a substantial contributing factor in causing his mesothelioma which caused his death. Mr. Geritano's Estate has sued for compensation for his past pain and suffering from the onset of symptoms of mesothelioma up to the time of his death.

Defendant Burnham denies the plaintiff's claim. Burnham denies that Mr. Geritano was exposed to asbestos associated with its products. Burnham contends that even if Mr. Geritano was exposed to asbestos from its products, the asbestos was not capable of causing Mr. Geritano's mesothelioma and that the exposure was not at sufficient levels that would have caused his disease. Burnham further contends that plaintiffs have not met their burden to show that Mr. Geritano would have seen and/or heeded a warning had one been given. Burnham denies that it was negligent in failing to warn and contends that any negligence on the part of Burnham was not a substantial factor in causing his disease. Burnham contends that it was not negligent based on the available evidence and the state of the art during the time period that plaintiff claims exposure to its products. Burnham also contends that any injuries suffered by Mr. Geritano were due to exposure to asbestos from products manufactured or sold by other companies.

10. There should be no future pain and suffering section.

Burnham makes the following response to the Court's Proposed Verdict Sheet:

1. Burnham proposes the following questions regarding Burnham's liability on the verdict sheet:

   1a. Was plaintiff Vincent Geritano exposed to asbestos from products used in connection with Burnham boilers?

   1b. Was Vincent Geritano's exposure to asbestos from products used in connection with Burnham boilers a substantial factor in causing his injury?

   1c. Did defendant Burnham fail to exercise reasonable care by not providing an adequate warning about the hazards of the exposure to asbestos with respect to the use of its boilers?

   1d. Was defendant Burnham's failure to warn plaintiff Vincent Geritano a substantial contributing factor in causing his mesothelioma?

2. Burnham requests that the following entities be placed on the verdict sheet:

   American Radiator Co. (ARCO)

   Cleaver-Brooks, Inc.

   Compudyne Corporation, individually and as successor to York-Shipley, Inc.

   Columbia Boiler Company of Pottstown

   Crane Co.

   Crown Boiler Co., f/k/a Crown Industries, Inc.

   ECR International, Inc., formerly known as Dunkirk Radiator Corporation and as successor by merger to the Utica Companies, Inc.

   Oakfabco, Inc., individually and as successor-in-interest to Kewanee Boiler Corporation

   Kohler Co.

   Peerless Industries, Inc.

   Sid Harvey Industries Inc.

   Weil-McLain, a division of Marley-Wylain Company

Zurn Industries, LLC, individually and as successor-in-interest to Erie City Iron Works

RESERVATION OF RIGHTS

Defendant Burnham LLC reserves the right to object, amend, and/or supplement these instructions.

Dated: Morristown, New Jersey
June 1, 2016

McELROY, DEUTSCH, MULVANEY & CARPENTER, LLP
Attorneys for Defendant Burnham LLC

/s/ Gabriel Ferstendig
Gabriel Ferstendig

N.Y COURT OF NEW YORK
N.Y COUNTY

Geritano
Plaintiff

vs.

Crown, Burnham et al
Defendant

No.
JUROR QUESTION
(DURING TRIAL)

QUESTION: 1) In writing, Charge to the jury 2) in writing, Statement by judge regarding ~~de~~ non-direct defendants; 3) list of exhibits in evidence

Juror Name/Number: Weaver 3

FOR COURT USE ONLY

PLAINTIFF:

DEFENSE:

COURT RULING:

COURT'S EXHIBIT
V
12/9/16

Members of the jury, we come now to that portion of the trial where you are instructed on the law applicable to the case and then retire for your final deliberations. You have now heard all the evidence introduced by the parties and through arguments of their attorneys you have learned the conclusions which each party believes should be drawn from the evidence presented to you.

You will recall that at the beginning of the trial I stated for you certain principles so that you could have them in mind as the trial progressed. Briefly, they were that you are bound to accept the law as I give it to you, whether or not you agree with it. You are not to ask anyone else about the law. You should not consider or accept any advice about the law from anyone else but me. Furthermore, you must not conclude from my rulings or anything I have said during the trial that I favor any party to this lawsuit. Furthermore, you may not draw any inference from an unanswered question nor consider testimony which has been stricken from the record in reaching your decision.

If you find that any witness has willfully testified falsely as to any material fact, that is as to an important matter, the law permits you to disregard completely the entire testimony of that witness upon the principle that one who testifies falsely about one material fact is likely to testify falsely about everything. You are not required, however, to consider such a witness as totally "unbelievable." You may accept so much of his or her testimony as you deem true and disregard what you feel is false. By the processes which I have just described to you, you, as the sole judges of the facts, decide which of the witnesses you will believe, what portion of their testimony you accept and what weight you will give to it.

If, in the course of your deliberations, your recollection of any part of the testimony should fail, or you have any question about my instructions to you on the law, you have the right to return to the courtroom for the purpose of having such testimony read to you or have such question answered.

In deciding this case, you may consider only the exhibits which have been admitted in evidence and the testimony of the witnesses as you have heard it in this courtroom (or as there has been read to you testimony given on examination before trial. Under our rules of practice an examination before trial is taken under oath and is entitled to equal consideration by you notwithstanding the fact that it was taken before the trial and outside the courtroom). However, arguments, remarks, and summation of the attorneys are not evidence nor is anything that I now say or may have said with regard to the facts, evidence. You may also consider stipulations entered into between the parties and anything which I took judicial notice of as evidence in the case.

Although as jurors you are encouraged to use all of your life experiences in analyzing testimony and reaching a fair verdict, you may not communicate any personal professional expertise you might have or other facts not in evidence to the other jurors during deliberations. You must base your discussions and decisions solely on the evidence presented to you during the trial and that evidence alone. You may not consider or speculate on matters not in evidence or matters outside the case.

In reaching your verdict you are not to be affected by sympathy for any of the parties,

what the reaction of the parties or of the public to your verdict may be, whether it will please or displease anyone, be popular or unpopular or, indeed, any consideration outside the case as it has been presented to you in this courtroom. You should consider only the evidence—both the testimony and the exhibits—find the facts from what you consider to be the believable evidence, and apply the law as I now give it to you. Your verdict will be determined by the conclusion you reach, no matter whom the verdict helps or hurts.

As the jurors, your fundamental duty is to decide, from all the evidence that you have heard and the exhibits that have been submitted, what the facts are. You are the sole, the exclusive judges of the facts. In that field you are supreme and neither I nor anyone else may invade your province. As the sole judges of the facts, you must decide which of the witnesses you believed, what portion of their testimony you accepted, and what weight you give to it.

On the other hand, and with equal emphasis, I charge you that you are required to accept the law as it is given to you in this charge and in any instructions that I have given to you during the course of the trial. Whether you agree with the law as given to you by me or not, you are bound by it. You are not to ask anyone else about the law. You should not consider or accept any advice about the law from anyone else but me. The process by which you arrive at a verdict is first, to decide from all of the evidence and the exhibits, what the facts are, and second, to apply the law as I give it to you, to the facts as you have decided them to be. The conclusion thus reached will be your verdict. Your verdict will be in the form of answers to written questions which I will submit to you.

In the course of the trial it has been necessary for me to rule on the admission of evidence and on motions made with respect to the applicable law. You must not conclude from any such

ruling I have made or from any questions I may have asked or from anything that I have said during the course of the trial or from these instructions or the manner in which they are given that I favor any party to this lawsuit. It is your recollection of evidence and your decision on the issues of fact which will decide this case.

At times during the trial I have sustained objections to questions asked without allowing the witness to answer or where an answer was made, instructed that it be stricken from the record and that you disregard it and dismiss it from your minds. You may not draw any inference or conclusions from an unanswered question nor may you consider testimony which has been stricken from the record in reaching your decision. The law requires that your decision be made solely upon the evidence before you. Such items as I have excluded from your consideration were excluded because they were not legally admissible.

The law does not, however, require you to accept all of the evidence I admit. In deciding what evidence you will accept you must make your own evaluation of the testimony given by each of the witnesses, and decide how much weight you choose to give to that testimony. The testimony of a witness may not conform to the facts as they occurred because he or she is intentionally lying, because the witness did not accurately see or hear what he or she is testifying about, because the witness' recollection is faulty, or because the witness has not expressed himself or herself clearly in testifying. There is no magical formula by which you evaluate testimony. You bring with you to this courtroom all of the experience and background of your lives. In your everyday affairs you decide for yourselves the reliability or unreliability of things people tell you. The same tests that you use in your everyday dealings are the tests which you apply in your deliberations. The interest or lack of interest of any witness in the outcome of this

case, the bias or prejudice of a witness, if there be any, the age, the appearance, the manner in which the witness gives testimony on the stand, the opportunity that the witness had to observe the facts about which he or she testifies, the probability or improbability of the witness' testimony when considered in the light of all of the other evidence in the case, are all items to be considered by you in deciding how much weight, if any, you will give to that witness' testimony. If it appears that there is a discrepancy in the evidence, you will have to consider whether the apparent discrepancy can be reconciled by fitting the two stories together. If, however, that is not possible, you will then have to decide which of the conflicting stories you will accept.

To say that a party has the burden of proof on a particular issue means that, considering all the evidence in the case, the party's claim on that issue must be established by a fair preponderance of the credible evidence. The credible evidence means the testimony or exhibits that you find worthy of belief. A preponderance means the greater part of the evidence. That does not mean the greater number of witnesses or the greater length of time taken by either side. The phrase preponderance of the evidence refers to the quality of the evidence, its weight, and the effect that it has on your minds. In order for a party to prevail on an issue on which he or she has the burden of proof, the evidence that supports his or her claim on that issue must appeal to you as more nearly representing what happened than the evidence opposed to it. If it does not or if it weighs so evenly that you are unable to say that there is a preponderance on either side, you must decide the question against the party who has the burden of proof and in favor of the opposing party.

In this case the plaintiff claims that the defendants were negligent in causing his disease. The defendants claim that they were not negligent and that even if they were negligent, other

companies were also negligent in causing plaintiff's disease. The plaintiff has the burden of proving that the defendants were negligent and that defendants's negligence was a substantial factor in causing his disease. The defendants have the burden of proving that the other companies were negligent and that these companies' negligence was a substantial factor in causing plaintiff's disease.

Facts must be proved by evidence. Evidence includes the testimony of a witness concerning what the witness saw, heard or did. Evidence also includes writings, photographs, or other physical objects which may be considered as proof of a fact. Evidence can be either direct or circumstantial. Facts may be proved either by direct or circumstantial evidence or by a combination of both. You may give circumstantial evidence less weight, more weight, or the same weight as direct evidence.

Direct evidence is evidence of what a witness saw, heard, or did which, if believed by you, proves a fact. For example, let us suppose that a fact in dispute is whether I knocked over this water glass near the witness chair. If someone testifies that he saw me knock over the glass, that is direct evidence that I knocked over the glass.

Circumstantial evidence is evidence of a fact which does not directly prove a fact in dispute but which permits a reasonable inference or conclusion that the fact exists. For example, a witness testifies that he saw this water glass on the bench. The witness states that, while he was looking the other way, he heard the breaking of glass, looked up, and saw me wiping water from my clothes and from the papers on the bench. This testimony is not direct evidence that I knocked over the glass; it is circumstantial evidence from which you could reasonably infer that I knocked over the glass.

Those facts which form the basis of an inference must be proved and the inference to be drawn must be one that may be reasonably drawn. In the example, even though the witness did not see me knock over the glass, if you believe his or her testimony, you could conclude that I did. Therefore, the circumstantial evidence, if accepted by you, allows you to conclude that the fact in dispute has been proved.

In reaching your conclusion you may not guess or speculate. Suppose, for example, the witness testifies that the water glass was located equally distant from the court clerk and me. The witness states that he heard the breaking of glass and looked up to see both the court clerk and me brushing water from our clothes. If you believe that testimony, you still could not decide on that evidence alone who knocked over the water glass. Where these are the only proved facts, it would be only a guess as to who did it. But, if the witness also testifies that he heard the court clerk say "I am sorry," this additional evidence would allow you to decide who knocked over the water glass.

You will recall that several witnesses testified concerning their qualifications as experts in various fields including medicine, state of the art and industrial hygiene and gave their opinions concerning issues in this case. When a case involves a matter of science or art or requires special knowledge or skill not ordinarily possessed by the average person, an expert is permitted to state his/ her opinion for the information of the court and jury.

The opinions stated by each expert who testified before you were based on particular facts, as the expert obtained knowledge of them and testified to them before you, or as the attorneys who questioned the expert asked the expert to assume.

You may reject an expert's opinion if you find the facts to be different from those which

formed the basis for the opinion. You may also reject the opinion if, after careful consideration of all the evidence in the case, expert and other, you disagree with the opinion. In other words, you are not required to accept an expert's opinion to the exclusion of the facts and circumstances disclosed by other testimony.

Such an opinion is subject to the same rules concerning reliability as the testimony of any other witness. It is given to assist you in reaching a proper conclusion; it is entitled to such weight as you find the expert's qualifications in the field warrant and must be considered by you, but is not controlling upon your judgment.

The plaintiff Vincent Anthony Geritano and the corporate representatives for Burnham, LLC and Crown Boiler Co. testified before you. As parties to the action, they are interested witnesses. An interested witness is not necessarily less believable than a disinterested witness. The fact that he or she is interested in the outcome of the case does not mean that he or she has not told the truth. It is for you to decide from the demeanor of the witness on the stand and such other tests as your experience dictates whether or not the testimony has been influenced, intentionally or unintentionally, by his or her interest. You may, if you consider it proper under all of the circumstances, not believe the testimony of such a witness, even though it is not otherwise challenged or contradicted. However, you are not required to reject the testimony of such a witness, and may accept all or such part of his testimony as you find reliable and reject such part as you find unworthy of acceptance.

This case will be decided on the basis of the answers that you give to certain questions that will be submitted to you. Each of the questions asked calls for a "Yes" or "No" answer, or some numerical figure or some percentage. While it is important that the views of all jurors be

considered, five of the six of you must agree on the answer to any question, but the same five persons need not agree on all of the answers. When five of you have agreed on any answer, the foreperson of the jury will write the answer in the space provided for each answer and the dissenting juror, if any will sign noting his or her disagreement.

When you have answered all the questions that require answers in accordance with the directions on the verdict sheet, each of you will sign the last page, and report to the court. Do not assume from the questions or from the wording of the questions or from my instructions on them what the answers should be.

You may have taken notes in this case. Whether you took notes or not, you should be aware that the court reporter records everything stated in the courtroom, and any portion of the transcript, at your request, will be read back to you during your deliberations.

Those of you who did take notes during the trial, those notes are only for your personal use and are simply an aid to your memory. Because the notes may be inaccurate or incomplete, they may not be given any greater weight than your independent recollection. Because the notes may be inaccurate or incomplete, they may not be given any greater weight or influence than the recollection of other jurors about the facts or the conclusions to be drawn from the facts in determining the outcome of this case. Those of you who did not take notes should rely on your independent recollection of the evidence and not be influenced by the fact that another juror has taken notes. Any difference between a juror's recollection and a juror's notes should always be settled by asking to have the court reporter's transcript on that point read back to you. The court transcript should govern your determination rather than a juror's notes. A juror's notes are not a substitute for the official record or for the governing principles of law that I will give to you.

As a party to a lawsuit, a corporation or a company on trial is like a person on trial and is entitled to the same fair trial in your hands as a private individual.

Negligence is lack of ordinary care. It is a failure to use that degree of care that a reasonably prudent person would have used under the same circumstances. Negligence may arise from doing an act that a reasonably prudent person would not have done under the same circumstances, or, on the other hand, from failing to do an act that a reasonably prudent person would have done under the same circumstances.

Negligence requires both a reasonably foreseeable danger of injury to another and conduct that is unreasonable in proportion to that danger. A person is only responsible for the results of his or her conduct if the risk of injury is reasonably foreseeable. The exact occurrence or exact injury does not have to be foreseeable; but injury as a result of negligent conduct must be not merely possible, but be probable.

There is negligence if a reasonably prudent person could foresee injury as a result of his or her conduct, and acted unreasonably in the light of what could be foreseen. On the other hand, there is no negligence if a reasonably prudent person could not have foreseen any injury as a result of his or her conduct, or acted reasonably in the light of what could have been foreseen.

An act or omission is regarded as a cause of an injury if it was a substantial factor in bringing about the injury, that is, if it had such an effect in producing the injury that reasonable people would regard it as a cause of the injury. There may be more than one cause of an injury, but to be substantial, it cannot be slight or trivial. You may, however, decide that a cause is substantial even if you assign a relatively small percentage to it.

There may be more than one cause of an injury. Where the independent and negligent

acts or omissions of two or more parties cause injury to another, each of those negligent acts or omissions is regarded as a cause of that injury provided that it was a substantial factor in bringing about that injury.

A manufacturer or seller of a product who sells it in a defective condition is liable for injury that results from use of the product when the product is used for its intended or reasonably foreseeable purpose. A product is defective if it is not reasonably safe--- that is, if the product is so likely to be harmful to persons that a reasonable person who had actual knowledge of its potential for producing injury would conclude that it should not have been marketed in that condition.

A product may be defective as a result of inadequate warnings. In order to establish a claim for failure to warn, plaintiff has the burden of proving exposure to asbestos from work with defendants' equipment, that the defendants should have provided warnings about the dangers of asbestos, that the equipment lacked warnings and that the lack of such warning was a substantial factor in causing plaintiff's injury.

Vincent Geritano claims that the boilers manufactured by defendants Burnham and Crown were defective because they failed to contain a warning regarding the hazards of asbestos exposure from their use and that each of the defendant's failure to warn was a substantial contributing factor in causing Vincent Geritano's injury.

Burnham and Crown deny that Vincent Geritano was exposed to asbestos associated with their boilers. Burnham and Crown contend that even if Vincent Geritano was exposed to asbestos from their boilers, the exposure to the asbestos used in connection with Burnham and Crown's boilers was not a substantial contributing factor in causing Vincent Geritano's injury.

The manufacturer or seller of a product which is reasonably certain to be harmful if used in a way that the manufacturer should reasonably foresee is under a duty to use reasonable care to give adequate warning of any dangers known to it or which in the use of reasonable care it should have known and which the user of the product ordinarily would not discover. Reasonable care means that degree of care which a reasonable manufacturer or seller would use under the same circumstances.

A manufacturer's or seller's duty to warn is nondelegable. That means that a manufacturer or seller may not rely on others to issue an adequate warning.

The manufacturer or seller is under a duty to ascertain the nature of its product and is presumed to have superior knowledge of it. A manufacturer or seller of the product is held to the knowledge and skill of an expert.

The manufacturer or seller is required to keep abreast of developments in the state of the art, through research, testing, accident or other reports, scientific literature, and other available methods and may be held liable for failure to warn of dangers and risks which come to its attention following user operation of the product.

Such defendants or manufacturers, sellers, distributors, or suppliers are obligated to keep informed of scientific and technical discoveries in their particular fields. That does not mean that a manufacturer is presumed to know that which was unreasonable to know at the time in issue. For example, modern tests which use methodologies that have not yet been developed at the time in issue cannot serve to show what was known or should have been known at that time. But neither is a defendant or one of the listed companies to be less than diligent in keeping abreast of knowledge about the dangers of the uses of its product. Therefore, a manufacturer's

knowledge depends on the state of the medical, scientific and technological knowledge at the times in issue, and whether it knew or should have known about such knowledge.

A manufacturer or seller may incur liability for failure to warn concerning dangers in the use of a product which come to his attention after manufacture or sale, through advancements in the state of the art, with which he is expected to stay abreast, or through being made aware of later accidents involving dangers in the product of which warning should be given to users. The nature of the warning to be given and to whom it should be given turn upon a number of factors, including the harm that may result from use of the product without notice, the reliability and any possible adverse interest of the person, if other than the user, to whom notice is given, the burden on the manufacturer or vendor involved in locating the persons to whom notice is required to be given, the attention which it can be expected a notice in the form given will receive from the recipient, the kind of product involved and the number manufactured or sold, and the steps taken, other than the giving of notice, to correct the problem.

Plaintiff has the burden of proving the fault of defendants by a preponderance of the evidence. If defendants argue that other companies are at fault, they have the burden of proving by a preponderance of the evidence that such other companies are at fault. You must determine what part, if any, of the total fault defendants or other companies appearing on your jury verdict form are responsible for. In making that decision, you will weigh the degree of fault of each and determine the fault of each of them for causing plaintiff's disease. In your verdict, you will state the percentage of fault, if any, of defendants and the other companies. The total of these percentages must add up to 100 percent.

In this case, plaintiff claims not only that defendants were negligent but that defendant

Burnham also acted with reckless disregard for the safety of others. A defendant acts with reckless disregard for the safety of others when it intentionally or with gross indifference to the rights or safety of others engages in conduct that makes it probable that injury will occur. Plaintiff has the burden of proving by a preponderance of the evidence that defendants acted with reckless disregard for the safety of others.

My charge to you on the law of damages must not be taken as a suggestion that you should find for the plaintiff. It is for you to decide on the evidence presented and the rules of law I have given you whether the plaintiff is entitled to recover from the defendants. If you decide that the plaintiff is not entitled to recover from the defendants, you need not consider damages. Only if you decide that the plaintiff is entitled to recover will you consider the measure of damages.

If you find that the plaintiff is entitled to recover from the defendants, you must render a verdict in a sum of money that will justly and fairly compensate the plaintiff for all losses resulting from the injuries he sustained.

During his closing remarks, counsel for plaintiff suggested a specific dollar amount he believes to be appropriate compensation for specific elements of plaintiff's damages. An attorney is permitted to make suggestions as to the amount that should be awarded, but those suggestions are argument only and not evidence and should not be considered by you as evidence of plaintiff's damages. The determination of damages is solely for you, the jury, to decide.

If you decide defendants are liable, plaintiff is entitled to recover a sum of money which will justly and fairly compensate him for any injury and conscious pain and suffering from the date of onset of symptoms until the date of his death. Conscious pain and suffering means

pain and suffering of which there was some level of awareness by plaintiff.

In determining the amount, if any, to be awarded for pain and suffering, you may take into consideration the effect that plaintiff's injuries have had on his ability to enjoy life up to the time of his death. Loss of enjoyment of life involves the loss of the ability to perform daily tasks, to participate in the activities which were a part of the person's life before the injury, and to experience the pleasures of life. However, a person suffers the loss of enjoyment of life only if the person is aware, at some level, of the loss that he suffered.

If you find that plaintiff, as a result of his injuries, suffered some loss of ability to enjoy life and that he was aware, at some level, of a loss, you may take that loss into consideration in determining the amount to be awarded to plaintiff for his pain and suffering from the time he first began to experience symptoms of mesothelioma until the date of his death.

In arriving at the total amount, you must not consider the percentages of fault but must simply report the total amount of plaintiff's damages.

If your verdict is in favor of the plaintiff, he will not be required to pay income taxes on the award and you must not add or subtract from the award any amount on account of income taxes.

I have now outlined for you the rules of law that apply to this case and the processes by which you weigh the evidence and decide the facts. In a few minutes you will retire to the jury room for your deliberations. Your first order of business when you are in the jury room will be the election of a foreperson. In order that your deliberations may proceed in an orderly fashion, you must have a foreperson, but of course, his or her vote is entitled to no greater weight than that of any other juror.

Your function—to reach a fair decision from the law and the evidence—is an important one. When you are in the jury room, listen to each other, and discuss the evidence and issues in the case among yourselves. It is the duty of each of you, as jurors, to consult with one another, and to deliberate with a view of reaching agreement on a verdict, if you can do so without violating your individual judgment and your conscience. While you should not surrender conscientious convictions of what the truth is and of the weight and effect of the evidence and while each of you must decide the case for yourself and not merely consent to the decision of your fellow jurors, you should examine the issues and the evidence before you with candor and frankness, and with proper respect and regard for the opinions of each other. Remember in your deliberations that the dispute between the parties is, for them, a very important matter. They and the court rely upon you to give full and conscientious deliberation and consideration to the issues and evidence before you. By so doing, you carry out to the fullest your oaths as jurors to truly try the issues of this case and render a true verdict.

_____ COURT OF NEW YORK
_____ COUNTY

_____
Plaintiff

vs.

_____
Defendant

No. _____
JUROR QUESTION
(DURING TRIAL)

QUESTION: (1) Exhibit that was shown in closing today from evidence - 1944 journal article, maybe IBR, Burnham was a member of group.

(2) Can we please have all boiler photos that are in evidence

(3) Incorporation docs from crown

(4) printout from website of crown exhibits 103, 104, 105

Juror Name/Number: Noelle Tierya #4

FOR COURT USE ONLY

PLAINTIFF: _____

DEFENSE: _____

COURT RULING: _____

COURT'S EXHIBIT
VII
B 6/9/16

COURT'S EXHIBIT
VIII
M36-10-16

_____ COURT OF NEW YORK
_____ COUNTY

_____
Plaintiff

vs.

_____
Defendant

No. _____
JUROR QUESTION
(DURING TRIAL)

QUESTION: It's confusing that defendants who were in the court room and then left the court room before the end of the trial are now still on the verdict sheet. Can you please provide clarification?

Juror Name/Number: [redacted] #24

FOR COURT USE ONLY

PLAINTIFF: _____

DEFENSE: _____

COURT RULING: _____

_____ COURT OF NEW YORK
_____ COUNTY

COURT'S EXHIBIT
IX
MB 6-10-16

_____
Plaintiff

vs.

_____
Defendant

No. _____
JUROR QUESTION
(DURING TRIAL)

QUESTION: We would like to have all of the written evidence (studies/articles) available to the public within the United States prior to 1939 regarding the dangers of handling ASBESTOS. We would also like Mr. Geritano's deposition and Dr. Rosners deposition.

Juror Name/Number: #4

FOR COURT USE ONLY

PLAINTIFF: _____

DEFENSE: _____

COURT RULING: _____

COURT'S EXHIBIT
X
MB 6-10-16

_____ COURT OF NEW YORK
_____ COUNTY

_____
Plaintiff

vs.

_____
Defendant

No. _____
JUROR QUESTION
(DURING TRIAL)

Please read back:

QUESTION: Gentano's deposition as it pertains to Crowne, specifically Rosner's testimony to be read back, specifically in regard to starting in 1930s w/Mereweather and also about workers comp in 1930s, trade orgs and the 1946 L-1 manual

Juror Name/Number: Noelle Tran #4

FOR COURT USE ONLY

PLAINTIFF: _____

DEFENSE: _____

COURT RULING: _____

COURT'S EXHIBIT
X1
MB 6-10-16

We no longer need to hear Dr. Rosner's testimony read back

So sorry! Thank you!

Noelle Fagan #4