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# JS-6

## UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA

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

Plaintiffs,

v.

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

Defendants.

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

### JUDGMENT ON SPECIAL VERDICT

Trial Date: June 9, 2015

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

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

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

3  
4 **STRICT LIABILITY – DESIGN DEFECT**

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

9 Answer: Yes.

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

13 Answer: No.

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

17 Answer: No.

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

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

23 Answer: Yes.

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

28 Answer: Yes.

1 **Question No. 6:** Would ordinary consumers not recognize the potential  
2 risks?

3 Answer: Yes.

4  
5 **Question No. 7:** Did Sunbeam fail to adequately warn of the potential risks?

6 Answer: Yes.

7  
8 **Question No. 8:** Was the lack of sufficient warnings a substantial factor  
9 in causing harm to plaintiff?

10 Answer: Yes.

11  
12 **NEGLIGENT DESIGN**

13  
14 **Question No. 9:** Was Sunbeam negligent in designing the heater?

15 Answer: Yes.

16  
17 **Question No. 10:** Was Sunbeam's negligence a substantial factor in causing  
18 harm to plaintiffs?

19 Answer: Yes.

20  
21 **NEGLIGENT FAILURE TO WARN**

22  
23 **Question No. 11:** Did Sunbeam know or should it reasonably have known  
24 that the heater was dangerous or was likely to be dangerous when used or  
25 misused in a reasonably foreseeable manner?

26 Answer: Yes.

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1       **Question No. 12:** Did Sunbeam know or should it reasonably have known  
2 that users would not realize the danger?

3                   Answer: Yes.

4  
5       **Question No. 13:** Did Sunbeam fail to adequately warn of the danger of the  
6 heater?

7                   Answer: Yes.

8  
9       **Question No. 14:** Would a reasonable manufacturer under the same or  
10 similar circumstances have warned of the danger of the heater?

11                   Answer: Yes.

12  
13       **Question No. 15:** Was Sunbeam's failure to warn a substantial factor in  
14 causing harm to Plaintiffs?

15                   Answer: Yes.

16  
17       **Question No. 16:** What are the wrongful death damages for the Shinedling  
18 family's loss of Amy Shinedling's love, companionship, comfort, care, assistance,  
19 protection, affection society, moral support, and loss of training and guidance:

20                   Answer:

21                   Total:   \$13,650,000

22                   Kenneth Aaron Shinedling's Portion:

23                           Past wrongful death damages:           \$300,000

24                           Future wrongful death damages:       \$2,775,000

25  
26                   Addison Leilani Shinedling's Portion:

27                           Past wrongful death damages:           \$300,000

28                           Future wrongful death damages:       \$3,225,000

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Alexia Celeste Shinedling's Portion:

Past wrongful death damages: \$300,000  
Future wrongful death damages: \$3,225,000

Ava Aren Shinedling's Portion:

Past wrongful death damages: \$300,000  
Future wrongful death damages: \$3,225,000

**Question No. 17:** What are the emotional distress damages of Plaintiff KENNETH AARON SHINEDLING? Do not reduce the damages based on the fault, if any, of KENNETH AARON SHINEDLING.

Answer:

Past Direct Injury Emotional Distress Damages: \$80,000  
Future Direct Injury Emotional Distress Damages: \$740,000  
Past Bystander Emotional Distress Damages: \$600,000  
Future Bystander Emotional Distress Damages: \$5,500,000

**Question No. 18:** What are the total damages of Plaintiff ADDISON LEILANI SHINEDLING? Do not reduce the damages based on the fault, if any, of KENNETH AARON SHINEDLING.

Answer:

Past Direct Injury Emotional Distress Damages: \$80,000  
Future Direct Injury Emotional Distress Damages: \$1,340,000  
Past Bystander Emotional Distress Damages: \$600,000  
Future Bystander Emotional Distress Damages: \$10,050,000

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

4               Answer:

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

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

13              Answer:

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

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

20              Answer: Yes

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

24              Answer: Yes

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

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

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

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

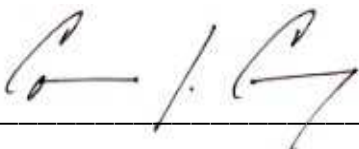
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18       Based on the jury's verdict, IT IS ORDERED AND ADJUDGED that  
19 judgment shall be entered in favor of Plaintiff ADDISON LEILANI  
20 SHINEDLING and against Defendant SUNBEAM PRODUCTS, INC. in the sum  
21 of twelve million four hundred and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

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

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

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16  
17 DATED: June 30, 2015

  
\_\_\_\_\_  
JUDGE CORMAC J. CARNEY