STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PROVIDENCE, SC. **SUPERIOR COURT**

(FILED: March 5, 2015)

WAYNE F. JONES and ROBERTA JONES,	:	
Plaintiffs,	:	**C.A. No. PC-13-2485**
	:	
v.	:	
	:	
84 LUMBER COMPANY, et. al.,	:	
Defendants.	:	

DECISION

GIBNEY, P.J. Before the Court are the Defendants'[1] motions, pursuant to G.L. 1956 §§ 9-19-3 et seq. and Super. R. Civ. P. 44.1 (Rule 44.1), requesting that this Court take judicial notice of Tennessee law. For the reasons set forth below, these motions are granted.

I

Facts & Travel

Plaintiffs allege that Wayne F. Jones (Plaintiff or Mr. Jones) was exposed to asbestos-containing products manufactured or sold by Defendants, which caused Mr. Jones' mesothelioma. With the exception of one year in Maryland—where Mr. Jones worked at Bethlehem Steel—he has lived in the State of Tennessee for his entire life. Accordingly, the majority of Mr. Jones' alleged asbestos exposure occurred in Tennessee. Furthermore, Mr. Jones was diagnosed in, and is being treated in, Tennessee.

[1] Honeywell Int'l, Inc., f/k/a AlliedSignal Inc., f/k/a The Bendix Corporation; Akzo Nobel Paints LLC f/k/a The Glidden Co.; Vanderbilt Minerals, LLC f/k/a R.T. Vanderbilt Co.; Georgia-Pacific LLC; American Biltrite, Inc.; Deere and Co.; Henry Co., as successor to Monsey Products Co.; Navistar, Inc.; Eaton Corp., as successor-in-interest to Cutler-Hammon, Inc.; CBS Corp., formerly Westinghouse Elec. Corp.; Sears, Roebuck and Co.; Ford Motor Co.; H.B. Fuller Co.; Rheem Mfg. Co.; Zenith Elec., Corp.; Foster Wheeler LLC; J.H. France Refractories Co.; AII Acquisition LLC; Kohler Co.; Caterpillar Global Mining, LLC, improperly named as Bucyrus Int., Inc.; The Donald Durham Co.; and Sunbeam Products, Inc.

On December 17, 2014, this Court granted the Defendants' motion to apply Tennessee law to the instant case. See Jones v. 84 Lumber Co., et al., No. 13-2485, Dec. 17, 2014 (Order) Gibney, P.J. Defendants now ask this Court to take judicial notice of four areas where they contend that Tennessee substantive law should apply.

II

Standard of Review

"At common law the laws of foreign nations as well as sister states, not being laws of the forum, could not be judicially noticed." C.T. Drechsler, Annotation, Uniform Judicial Notice of Foreign Law Act, 23 A.L.R.2d 1437, at § 1 (1952). However, in "1936[,] the National Conference of Commissioners on Uniform State Laws adopted the Judicial Notice of Foreign Law Act, the purpose of which was to standardize and simplify the proof of laws of foreign states." Id. In 1940, the Rhode Island General Assembly enacted a revised form of the Judicial Notice of Foreign Law Act, P.L. 1940, chap. 939. Id.; see Cliff v. Pinto, 74 R.I. 369, 375, 60 A.2d 704, 707 (1948) (finding that "[t]he object of the act undoubtedly was to provide a simple method of enabling the courts of the forum to ascertain the law of every state, territory and other jurisdiction of the United States"); Eric D. Green and Robert G. Flanders, Rhode Island Evidence Manual § 201.02 (2005) ("[J]udicial notice of the law of sister states and of foreign law is fully governed by the Uniform Judicial Notice of Foreign Law Act, R.I.G.L §§ 9-19-2 through 9-19-8. This Act makes the determination of foreign law a question for the court and not the jury.").

Pursuant to §§ 9-19-3 et seq., a party relying on foreign law may ask the court to take judicial notice of foreign statutory law and may introduce into evidence statutes or cases to prove the foreign law.[2] See §§ 9-19-3 through 9-19-6. Section 9-19-3 provides that "[e]very court of

[2] Rule 44.1 provides in pertinent part as follows:

this state shall take judicial notice of the *common law* and *statutes* of every state, territory, and other jurisdiction of the United States." Sec. 9-19-3 (emphasis added). Furthermore, § 9-19-6 provides:

> "[a]ny party may . . . present to the trial court any admissible evidence of foreign laws, but, to enable a party to offer evidence of the law in another jurisdiction or to ask that judicial notice be taken thereof, reasonable notice shall be given to the adverse parties either in the pleadings or otherwise." Sec. 9-19-6.

Our Supreme Court has held that "whenever there is a case . . . in which it is undisputed and agreed that the law of a sister state applies, the trial court [is] . . . required to take judicial notice of all statutes and judicial decisions of that state *relevant* to the issue presented under [Rhode Island's] Uniform Judicial Notice of Foreign Law Act, (G.L. 1956) [§§] 9-19-2 to 9-19-8[.]" Clougherty v. Royal Ins. Co., 102 R.I. 636, 648, 232 A.2d 610, 616 (1967) (Kelleher, J., concurring) (internal citations omitted and emphasis added). Thus, once the court has determined that the law of a foreign state shall be applied, any party may ask the court to take

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> "A party who intends to raise an issue concerning the law of a foreign country shall give notice by pleadings or other reasonable written notice. The court, in determining foreign law, may consider any relevant material or source, including testimony, whether or not submitted by a party or admissible under the Rhode Island Rules of Evidence. The court's determination shall be treated as a ruling on a question of law." Rule 44.1.

However, "[w]ith respect to the applicability of Rule 44.1 to issues concerning the law of another state (as contrasted with another country), [the] [Rhode Island Supreme] Court has expressly stated that, '[a]lthough the language of the rule itself speaks to law of a foreign country, the committee notes to that rule make it clear that the intention was to require notice in any case involving law of a foreign country or state . . . .'" Harodite Indus., Inc. v. Warren Elec. Corp., 24 A.3d 514, 525 n.17 (R.I. 2011) (citing Rocchio v. Moretti, 694 A.2d 704, 706 n.2 (R.I. 1997)); see Committee Notes to Rule 44.1. Furthermore, the Committee Notes to Rule 44.1 indicate that the current rule, as of the 1995 amendment, is "essentially the same as Federal Rule 44.1 adopted in 1966."

judicial notice of the law of that foreign state. Accordingly, "[t]he determination of foreign laws shall be made by the court and not by the jury, and shall be reviewable." Sec. 9-19-5.

III

Analysis

Plaintiffs have brought claims based upon 1) the Defendants' failure to warn; 2) negligence; 3) strict product liability; 4) breach of warranty; 5) civil conspiracy[3]; and 6) loss of consortium. See Pls.' Compl. Defendants ask this Court to take judicial notice of Tennessee common and statutory law as it relates to 1) Tennessee's modified comparative fault doctrine; 2) a statutory $750,000 cap on noneconomic damages; 3) whether nonparties, including bankrupt companies, may be included on the verdict sheet; and 4) the innocent retailer statute.[4,5] Plaintiffs agree that Tennessee law should be applied; however, they caution that it is premature for this Court to state that specific rules of law apply prior to hearing any testimony. Essentially, Plaintiffs contend that the facts will determine the application of the law and at this stage of the litigation—prior to trial—it is too early to say what laws will or will not be applied.

[3] Plaintiffs have alleged conspiracy only as against Defendant Metropolitan Life Insurance Company (Met Life).

[4] Defendant Sears, Roebuck and Co. individually filed a motion for this Court to take judicial notice of Tennessee Code § 29-28-106, known as the Innocent Retailer Statute.

[5] In Woodward v. Stewart, the Rhode Island Supreme Court found that "[o]nce a forum has established sufficient interests to warrant applying its own substantive laws to a given issue, without violating the full faith, due process, or equal protection clauses of the federal constitution, it follows that the forum is warranted in applying its own substantive laws whether those laws are based on common-law rights, or whether they depend totally upon statutory enactment for their existence." 104 R.I. 290, 298, 243 A.2d 917, 922 (1968); see Harodite Indus., 24 A.3d at 537 ("So far as the administration of justice is concerned with the application of remedies to violated rights, we may say that the substantive law defines the remedy and the right, while the law of procedure defines the modes and conditions of the application of the one to the other. Black's Law Dictionary at 1567 (quoting John Salmond, Jurisprudence 476 (Glanville L. Williams ed., 10th ed. 1947)).").

A

Substantive Versus Procedural Law

Defendants have asked this Court to take judicial notice of several areas of Tennessee substantive law, which they contend are relevant and applicable to the case at hand. Preliminarily, this Court must determine whether the stated areas of law are substantive or procedural in nature. If a law is determined to be procedural in nature then this Court shall apply Rhode Island law. Keeton v. Hustler Magazine, Inc., 465 U.S. 770, 778 n.10 (1984) ("Under traditional choice of law principles, the law of the forum State governs on matters of procedure."). On the other hand, if a law is found to be substantive, then the Court—having previously determined that Tennessee law shall govern—will apply Tennessee substantive law. See Harodite Indus., Inc., 24 A.3d at 536 ("'[O]nce a forum has established sufficient interests to warrant applying its own substantive laws to a given issue, . . . it follows that the forum is warranted in applying its own substantive laws whether those laws are based on common-law rights, or whether they depend totally upon statutory enactment for their existence.'") (quoting Woodward v. Stewart, 104 R.I. 290, 298, 243 A.2d 917, 922 (1968)); 1 Wigmore, Evidence § 5 at 358 n. 11 (Tillers rev. 1983) ("Burdens of proof, sufficiency of evidence . . . and presumptions are sometimes treated as substantive and sometimes as procedural, with burdens of proof and those evidentiary rules thought to affect burdens of proof being most often treated as substantive.").

In determining whether a law is substantive or procedural, "the meaning of those terms is instructive." Harodite Indus., Inc., 24 A.3d at 537. Substantive law is "[t]he part of the law that creates, defines, and regulates the rights, duties, and powers of parties." Black's Law Dictionary 1658 (10th ed. 2014); see John Salmond, Jurisprudence 476 (Glanville L. Williams ed. 10th ed.

1947) ("So far as the administration of justice is concerned with the application of remedies to violated rights, we may say that the substantive law defines the remedy and the right, while the law of procedure defines the modes and conditions of the application of the one to the other."). Procedural law, on the other hand, is defined as the "rules that prescribe the steps for having a right or duty judicially enforced, as opposed to the law that defines the specific rights or duties themselves." Black's Law Dictionary, supra, at 1398; see 16 Am. Jur. 2d Conflict of Laws § 5 ("Procedure has been defined as the machinery for carrying on the suit, including pleading, process, evidence, and practice, whether in the trial court or the appellate courts for review or in laying the foundation for such review.").

Our Supreme Court recently stated that "the 'proper measure of damages is inseparably connected with the right of action,' [which] suggest[s] that any issues relating to damages are substantive." King v. Huntress, Inc., 94 A.3d 467, 500 (R.I. 2014) (quoting Chesapeake & Ohio Ry. Co. v. Kelly, 241 U.S. 485, 491 (1916)); see Carota v. Johns Manville Corp., 893 F.2d 448, 450 (1st Cir. 1990) ("The law of damages . . . is substantive since it prescribes what, if any, money a plaintiff will receive as compensation for injury."); Tramontana v. S. A. Empresa De Viacao Aerea Rio Grandense, 350 F.2d 468, 474 (D.C. Cir. 1965) ("The amount of damages recoverable for a tort is, in traditional theory, a matter of substantive law."). Furthermore, the United States Supreme Court has found—within the context of the Erie doctrine—that "a statutory cap on damages would supply substantive law[.]" Gasperini v. Ctr. for Humanities, Inc., 518 U.S. 415, 428 (1996).

Here, all of the relevant areas of law raised by the Defendants can properly be classified as substantive because they all relate to the issue of damages. Additionally, Gasperini instructs this Court to treat the statutory cap on noneconomic damages as a substantive rule of law. Id. at

428. Accordingly, this Court shall take judicial notice of the substantive Tennessee laws raised by the Defendants.

B

Judicial Notice

1

Modified Comparative Fault

First, Defendants ask the Court to take judicial notice of Tennessee's modified comparative fault doctrine. In McIntyre v. Balentine, the Tennessee Supreme Court "produced a sea change in Tennessee's tort law by replacing the common-law concept of contributory negligence with the concept of contributory fault." Banks v. Elks Club Pride of Tennessee, 301 S.W.3d 214, 218 (Tenn. 2010) (citing McIntyre v. Balentine, 833 S.W.2d 52, 56 (Tenn. 1992)). Thereby, the Court adopted a modified comparative fault system. McIntyre, 833 S.W.2d at 57 (holding "that so long as a plaintiff's negligence remains less than the defendant's negligence the plaintiff may recover"). The court reasoned:

> "because a particular defendant will henceforth be liable only for the percentage of a plaintiff's damages occasioned by that defendant's negligence, situations where a defendant has paid more than his 'share' of a judgment will no longer arise, and therefore the Uniform Contribution Among Tort-feasors Act, T.C.A. §§ 29–11–101 to 106 (1980), will no longer determine the apportionment of liability between codefendants." McIntyre, 833 S.W.2d at 58; see Browder v. Morris, 975 S.W.2d 308, 310 (Tenn. 1998) ("We thus recognized in McIntyre that a defendant in a comparative fault case can attempt to shift some or all of the legal responsibility to another by alleging that a nonparty 'caused or contributed' to the plaintiff's injury.").

Accordingly, "the trier of fact must apportion the fault for the plaintiff's injuries or damages according to the percentage of damages caused by the plaintiff, that caused by the product, and that caused by each tortfeasor acting separately and independently." Owens v. Truckstops of

America, 915 S.W.2d 420, 433 (1996). This decision, however, "left behind some ambiguity regarding the continuing viability of any application of the doctrine of joint and several liability." Id.

In 2013, the Tennessee legislature codified the common law by enacting 2013 Tenn. Pub. Acts c. 317, § 1, which provides, in pertinent part:

> "(a) If multiple defendants are found liable in a civil action governed by comparative fault, a defendant shall only be severally liable for the percentage of damages for which fault is attributed to such defendant by the trier of fact, and no defendant shall be held jointly liable for any damages.
>
> "(b) Notwithstanding subsection (a), *the doctrine of joint and several liability remains in effect*:
>
> "(1) *To apportion financial responsibility in a civil conspiracy* among two (2) or more at-fault defendants who, each having the intent and knowledge of the other's intent, accomplish by concert an unlawful purpose, or accomplish by concert a lawful purpose by unlawful means, which results in damage to the plaintiff; and
>
> "(2) *Among manufacturers only in a product liability action as defined in § 29-28-102, but only if such action is based upon a theory of strict liability or breach of warranty*. Nothing in this subsection (b) eliminates or affects the limitations on product liability actions found in § 29-28-106.
>
> "(c) Nothing in this section eliminates or affects the doctrines of vicarious liability or respondeat superior." Tenn. Code Ann. § 29-11-107 (West 2013) (emphasis added).

Accordingly, § 29-28-102(6) defines a "[p]roduct liability action[.]"

> "Product liability action" for purposes of this chapter includes all actions brought for or on account of personal injury, death or property damage caused by or resulting from the manufacture, construction, design, formula, preparation, assembly, testing, service, warning, instruction, marketing, packaging or labeling of any product. "Product liability action" includes, but is not limited to, all actions based upon the following theories: *strict liability in tort*; *negligence*; *breach of warranty*, express or implied; *breach of or failure to discharge a duty to warn* or instruct, whether

> negligent, or innocent; misrepresentation, concealment, or nondisclosure, whether negligent, or innocent; or under any other substantive legal theory in tort or contract whatsoever[.]" Sec. 29-28-102(6) (emphasis added).

Read in conjunction, §§ 29-11-107(b)(2) and 29-28-102(6) provide that the "doctrine of joint and several liability remains in effect among manufacturers . . . in a product liability action based upon a theory of strict liability or breach of warranty." Am. L. Prod. Liab. 3d § 52:10. Furthermore, pursuant to § 29-11-107(b)(1), "the doctrine of joint and several liability remains in effect to apportion financial responsibility in a civil conspiracy among two or more at-fault defendants who, each having the intent and knowledge of the other's intent, accomplish by concert an unlawful purpose, or accomplish by concert a lawful purpose by unlawful means, which results in damage to the plaintiff." Id. at § 52:12.

Here, Plaintiffs have brought product liability actions based upon strict liability and breach of warranty against all Defendants, and a conspiracy claim against Met Life. Therefore, pursuant to §§ 29-11-107(b)(1), (2) and 29-28-102(6), this Court finds that the doctrine of joint and several liability remains in effect as to these claims. See Owens, 915 S.W.2d at 433 (holding "the adoption of comparative fault did not alter that products liability law under which the liability of defendants in the chain of distribution of a product, who are liable under a theory of strict liability, is joint and several"); Gen. Elec. Co. v. Process Control Co., 969 S.W.2d 914, 916 (Tenn. 1998) (approving the application of the joint and several doctrine in cases wherein the plaintiff's injury was caused by the concerted actions of the defendants). However, as to all other claims, "a defendant shall only be severally liable for the percentage of damages for which fault is attributed to such defendant by the trier of fact, and no defendant shall be held jointly liable for any damages." Sec. 29-11-107(b). Furthermore, as will be discussed below, Defendants may "allocate fault to a nonparty to the suit[.]" Sec. 29-11-107(d).

2

Statutory Cap on Damages

Second, Defendants ask that the Court take judicial notice of Tenn. Code Ann. § 29-39-102, which provides a statutory cap on noneconomic damages. The statute provides, in relevant part:

> "(a) [i]n a civil action, each injured plaintiff may be awarded:
>
> . . .
>
> "(2) Compensation for any *noneconomic damages* [as defined in § 29-39-101(2)] suffered by *each injured plaintiff* not to exceed seven hundred fifty thousand dollars ($750,000) for all injuries and occurrences that were or could have been asserted, *regardless of whether the action is based on a single act or omission or a series of acts or omissions that allegedly caused the injuries or death.*
>
> . . .
>
> "(b) If multiple defendants are found liable under the principle of comparative fault, the amount of all noneconomic damages, not to exceed seven hundred fifty thousand dollars ($750,000) for each injured plaintiff, shall be apportioned among the defendants based upon the percentage of fault for each defendant, so long as the plaintiff's comparative fault (or in a wrongful death action, the fault of the decedent) is not equal to or greater than fifty percent (50%), in which case recovery for any damages is barred.
>
> . . .
>
> "(g) The limitation on the amount of noneconomic damages imposed by subdivision (a)(2) and subsections (b)-(e) shall not be disclosed to the jury, but shall be applied by the court to any award of noneconomic damages." Tenn. Code Ann. § 29-39-102 (West 2014) (emphasis added)

Section 29-39-101(2), defines "noneconomic damages" as:

> "physical and emotional pain; suffering; inconvenience; physical impairment; disfigurement; mental anguish; emotional distress; loss of society, companionship, and consortium; injury to reputation; humiliation; noneconomic effects of disability,

> including loss of enjoyment of normal activities, benefits and pleasures of life and loss of mental or physical health, well-being or bodily functions; and all other nonpecuniary losses of any kind or nature." Sec. 29-39-101(2)

As these statutes are applicable and relevant to the case at bar, the Court takes judicial notice. Section 29-39-102(a)(2) applies to "each injured plaintiff[,]" and thus, each plaintiff may recover up to $750,000 in non-economic damages. Sec. 29-39-102(a)(2). Additionally, the $750,000 cap on noneconomic damages applies regardless of "whether the action is based on a single act or omission or a series of acts or omissions that allegedly caused the injuries or death." Id. Furthermore, § 29-39-102(b) provides that if "multiple defendants are found liable under the principle of comparative fault, the amount of all noneconomic damages . . . shall be apportioned among the defendants based upon the percentage of fault for each defendant." Sec. 29-39-102(b). However, as discussed above, if the Plaintiffs were to prevail upon their product liability or civil conspiracy claims, which are based upon strict liability and breach of warranty, then the Defendants may be found to be jointly and severally liable. See § 29-11-107(b)(2). The application of this doctrine, however, is contingent upon the Plaintiffs recovering noneconomic damages. Id.

3

Nonparty Defense

Third, Defendants request that the Court take judicial notice of the affirmative nonparty defense recognized under Tennessee law. Section 29-11-107(d) provides:

> "(d) [n]othing in this section limits the ability of the trier of fact to allocate fault to a nonparty to the suit, including, but not limited to, an immune third party or a settling party, person, or entity. Allocations of fault to nonparties shall be used only to determine the liability of named parties and shall not subject nonparties to liability in the action in which the allocation occurred or in any other action." Sec. 29-11-107(d).

Accordingly, "the trier of fact in Tennessee may allocate fault to a nonparty to the suit, including, but not limited to, an immune third party or a settling party, person, or entity[.]" Am. L. Prod. Liab. 3d § 52:42. However, "such allocations of fault to nonparties may be used only to determine the liability of named parties and may not subject nonparties to liability in the action in which the allocation occurred or in any other action." Id.

In Carroll v. Whitney, the Tennessee Supreme Court held that "when a defendant raises the nonparty defense in a negligence action, a trier of fact may allocate fault to immune nonparties." 29 S.W.3d 14, 22 (Tenn. 2000). However, the Court cautioned that "defendants are not permitted to shrug off blame with a casual 'I didn't do it; she did.' Rather, because the nonparty defense is an affirmative defense, a jury can apportion fault to a nonparty only after it is convinced that the defendant's burden of establishing that a nonparty caused or contributed to the plaintiff's injury has been met." Carroll, 29 S.W.3d at 21; see Banks, 301 S.W.3d at 220 (approving "an approach in which a tortfeasor may seek to reduce its proportional share of the damages by successfully asserting as an affirmative defense that a portion of the fault for the plaintiff's damages should be allocated to another tortfeasor"). Here, the Defendants are entitled to raise the nonparty defense; however, they shall carry the burden of establishing that such nonparties caused or contributed to the Plaintiff's injuries.

4

Tenn. Code Ann. § 29-28-106

Fourth, Defendant, Sears, Roebuck and Co., requests that the Court take judicial notice of § 29-28-106, commonly referred to as the "innocent retailer statute." Section 29-28-106 provides:

> "No product liability action, as defined in § 29-28-102, shall be commenced or maintained against any seller, other than the manufacturer, unless:
>
> "(1) The seller exercised substantial control over that aspect of the design, testing, manufacture, packaging or labeling of the product that caused the alleged harm for which recovery of damages is sought;
>
> "(2) Altered or modified the product, and the alteration or modification was a substantial factor in causing the harm for which recovery of damages is sought;
>
> "(3) The seller gave an express warranty as defined by title 47, chapter 2;
>
> "(4) The manufacturer or distributor of the product or part in question is not subject to service of process in this state and the long-arm statutes of Tennessee do not serve as the basis for obtaining service of process; or
>
> "(5) The manufacturer has been judicially declared insolvent." Sec. 29-28-106.

Essentially, a plaintiff in a product liability action, as defined in § 29-28-102, cannot bring suit against the seller of a product unless he or she satisfies one of the five elements detailed above. See Owens, 915 S.W.2d at 420 (holding that "[u]nder strict liability statute, when manufacturer is not amenable to service of process or is insolvent, injured consumer can assert liability against 'faultless' seller").

As to the matter of insolvency, the Court in Nye v. Bayer Cropscience, Inc., noted that "a debtor need not be insolvent to qualify for protection under Chapter 11 of the Bankruptcy Code" and thus a bankrupt entity would not automatically qualify as insolvent. 347 S.W.3d 686, 693 (Tenn. 2011) (citing In re Mount Carbon Metro. Dist., 242 B.R. 18, 31 (Bankr. D. Colo. 1999)); see Seals v. Sears, Roebuck & Co., 688 F. Supp. 1252, 1254 (E.D. Tenn. 1988) (finding "[t]he thrust of the legislative history seems to indicate that the 'insolvency' exception to seller

immunity from strict liability is motivated by a desire to insure that an injured consumer can look to the seller if he cannot collect a judgment from the manufacturer"). However, the Nye Court found that an asbestos manufacturer, having filed for Chapter 11, was not amenable to service of process because one of the provisions of the reorganization plan instituted a channeling injunction that shielded the manufacturer from service of process and required any claims to be brought against a specified trust. Nye, 347 S.W.3d at 694, 698 (interpreting "[t]he plain and ordinary meaning of the phrase 'not subject to service of process' [to] mean[] not exposed to or liable to receive a summons to appear in court on a underlying lawsuit"). Here, Plaintiffs must first proceed against the manufacturers of the asbestos-containing products. However, Plaintiffs may bring action against a seller or distributor of such asbestos-containing products if they can satisfy one of the five prongs set forth in § 29-28-106.

IV

Conclusion

For the reasons set forth above, this Court, pursuant to §§ 9-19-3 et seq. and Rule 44.1, takes judicial notice of the within Tennessee statutes and cases.

RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

TITLE OF CASE:	**Jones v. 84 Lumber Company, et al.**
CASE NO:	**PC-13-2485**
COURT:	**Providence County Superior Court**
DATE DECISION FILED:	**March 5, 2015**
JUSTICE/MAGISTRATE:	**Gibney, P.J.**

ATTORNEYS:

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