

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

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IN RE: NEW YORK CITY ASBESTOS LITIGATION
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LARAIN SWEBERG, As Executrix for the Estate of
IVAN SWEBERG, and LARAIN SWEBERG,
Individually,

~~REVISED~~ JUDGMENT

Index No 190017/13

Plaintiff,

-against-

Hon. Cynthia S. Kern

ABB, INC., as successor in interest to ITE CIRCUIT
BREAKERS, INC., AMCHEM PRODUCTS, INC.,
n/k/a RHONE POULENC AG COMPANY,
n/k/a BAYER CROPSCIENCE INC., CARRIER
CORPORATION, CERTAINTEED CORPORATION,
CRANE CO., EATON CORPORATION, as
successor-in-interest to CUTLER-HAMMER, INC.,
GENERAL ELECTRIC COMPANY, GOULD
ELECTRONICS INC., INGERSOLL-RAND COMPANY,
LEVITON MANUFACTURING CO., INC.,
OWENS-ILLINOIS, INC., RAPID-AMERICAN
CORPORATION, ROCKWELL AUTOMATION, INC.,
as successor by merger to ALLEN- BRADLEY
COMPANY, LLC, SCHNEIDER ELECTRIC USA, INC.,
formerly known as SQUARE D COMPANY,
SIEMENS INDUSTRY INC., successor in interest to
SIEMENS ENERGY & AUTOMATION, INC.,
TRANE U.S. INC., f/k/a AMERICAN STANDARD INC.,
TURNER CONSTRUCTION COMPANY,
U.S. RUBBER COMPANY (UNIROYAL),
UNION CARBIDE CORPORATION,
YARWAY CORPORATION,

Defendants.
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WHEREAS Plaintiff Laraine Sweberg, as Executrix for the Estate of Ivan Sweberg, and Laraine Sweberg, Individually, having settled and discontinued the actions against American Standard, Inc.; Carrier Corporation; Crown Cork & Seal Co.; Eaton Corporation, as successor-in-interest to Cutler Hammer, Inc.; DB Riley, Inc.; General Electric Co.; Gould Electronics, Inc. (ABB, Inc., as successor in interest to ITE Circuit Breakers, Inc.); Gould Pumps, Inc.; Ingersoll-Rand

Company; Leviton Manufacturing Co., Inc.; Manville Trust; Peerless Industries, Inc.; Rockwell Automation, Inc., as successor by merger to Allen-Bradley Co., LLC; Siemens Industry, Inc., successor in interest to Siemens Energy & Automation, Inc.; Schneider Electric USA, Inc., f/k/a Square D Co.; Union Carbide Corp.; and Weil-McLain Co., Inc., with the aggregate sum of all settlement amounts paid, or recited to be paid, to Plaintiff being Two Million, Five Hundred Seventy-Six Thousand, Two Hundred Fifty, and 00/100 Dollars (\$2,576,350.00.);

AND the Court having dismissed Plaintiff's actions against Defendants Amchem Products, Inc., n/k/a Rhone Poulenc Ag Company, n/k/a Bayer Cropscience, Inc.; Certainteed Corp., Turner Construction Company upon Defendants' No-Opposition Summary Judgment Motions and the parties' stipulations to discontinuance therefor;

AND the actions against Defendants Owens-Illinois, Rapid-American Corporation and U.S. Rubber Company (Uniroyal) having been discontinued and abandoned;

AND the trial of this action having proceeded against Crane Co., before the Honorable Cynthia S. Kern, a Justice of this Court, and a jury, at IAS Part 55, at Room 432 of this Court held at the Courthouse thereof, at 60 Centre Street, New York, New York, on or about May 12, 2014, and on certain dates and in proceedings occurring through June 16, 2014, and Plaintiff, having duly appeared by her attorneys, Weitz & Luxenberg, P.C., and Crane Co., by its attorneys K&L Gates;

AND Plaintiff's action against Crane Co. having been tried to a verdict rendered June 16, 2014, in favor of Plaintiff and against Crane Co., and the jury having apportioned nine percent (9%) of the fault to Crane Co.;

AND, notwithstanding its decision to apportion Crane Co.'s equitable share at nine percent (9%), the jury having found Crane Co. to have acted with reckless disregard for the safety of others, pursuant to CPLR 1602(7), thereby negating the liability limitations set forth in CPLR 1601;

AND the jury having apportioned one percent (1%) of the fault as against settling Defendant Carrier Corporation, four percent (4%) of the fault as against settling defendant Cutler Hammer, Inc., four percent (4%) of the fault as against settling Defendant General Electric Co., three percent (3%) of the fault as against settling Defendant Gould Pumps, Inc., three percent (3%) of the fault as against settling Defendant Ingersoll-Rand Co., four percent (4%) of the fault as against settling Defendant ITE Circuit Breakers, Inc., three percent (3%) of the fault as against settling Defendant Leviton Manufacturing Co., Inc., seven percent (7%) of the fault as against settling Defendant Manville Trust, three percent (3%) of the fault as against settling Defendant

Peerless Industries, Inc., three percent (3%) of the fault as against settling Defendant Rockwell Automation, Inc., as successor by merger to Allen-Bradley Co., LLC, five percent (5%) of the fault as against settling Defendant Siemens Industry, Inc., successor in interest to Siemens Energy & Automation, Inc., five percent (5%) of the fault as against settling Defendant Schneider Electric USA, Inc., f/k/a Square D Co., and three percent (3%) of the fault as against settling Defendant Weil-McLain Co., Inc.;

AND the jury having apportioned one percent (1%) of the fault as against non-settling tortfeasor AC & S, Inc., one percent (1%) of the fault as against non-settling tortfeasor ACE, one percent (1%) of the fault as against non-settling tortfeasor Armstrong World Industries, one percent (1%) of the fault as against non-settling tortfeasor Celotex Corporation, one percent (1%) of the fault as against non-settling tortfeasor Congoleum, three percent (3%) of the fault as against non-settling tortfeasor Eagle, five percent (5%) of the fault as against non-settling tortfeasor Eagle Picher Industries, two percent (2%) of the fault as against non-settling tortfeasor Fibreboard Corporation, three percent (3%) of the fault as against non-settling tortfeasor Graybar, two percent (2%) of the fault as against non-settling tortfeasor Kentile Floors, two percent (2%) of the fault as against non-settling tortfeasor Lightolier, four percent (4%) of the fault as against non-settling tortfeasor National Gypsum, five percent (5%) of the fault as against non-settling tortfeasor Owens-Corning, three percent (3%) of the fault as against non-settling tortfeasor Riley Stoker, one percent (1%) of the fault as against non-settling tortfeasor Trane, four percent (4%) of the fault as against non-settling tortfeasor U.S. Gypsum, and four percent (4%) of the fault as against non-settling tortfeasor Westinghouse Electric Corp.;

AND the aggregate equitable share apportioned to the settling tortfeasors thus totaling forty-eight percent (48%);

AND settlement monies recited or received from tortfeasors not appearing on the verdict sheet totaling Three Hundred Ninety Thousand and 00/100 Dollars (\$390,000.00);

AND settlement monies recited or received from tortfeasors apportioned fault on the verdict sheet totaling Two Million One Hundred Eighty-Six Thousand Three Hundred Fifty and 00/100 Dollars (\$2,186,350.00);

AND the jury having rendered a compensatory damage award in favor of Ivan Sweberg for his past pain and suffering in the amount of Five Million and 00/100 Dollars (\$5,000,000.00);

AND the jury having rendered a compensatory damage award in favor of Ivan Sweberg for

his future pain and suffering in the amount of Ten Million and 00/100 Dollars (\$10,000,000.00);

AND the Court, upon the post-trial motion of Crane Co. for judgment as a matter of law dismissing the complaint or, alternatively, to set aside the verdict as against the weight of the evidence, having denied said motion to that extent, and having granted that branch of Crane Co.'s post-verdict motion to the extent of ordering a new trial on the issue of future damages unless Plaintiff stipulates that the jury's award for Plaintiff's future pain and suffering shall be reduced to Five Million and 00/100 Dollars (\$5,000,000.00);

AND the Plaintiff having stipulated that the jury's compensatory damage award in favor of Ivan Sweberg for his future pain and suffering shall be reduced from Ten Million and 00/100 Dollars (\$10,000,000.00), to Five Million and 00/100 Dollars (\$5,000,000.00), making in all a total compensatory damage award to Plaintiff in the amount of Ten Million and 00/100 Dollars (\$10,000,000.00), one hundred percent of which constitutes non-economic damages;

IT IS ORDERED, ADJUDGED AND DECREED that the net verdict be and is hereby reduced by the amount of the settlement monies recited or received from tortfeasors not appearing on the verdict sheet, totaling Three Hundred Ninety Thousand and 00/100 Dollars (\$390,000.00), leaving a net verdict of Nine Million Six Hundred Ten Thousand and 00/100 Dollars (\$9,610,000.00), which is comprised of a total of Four Million Eight Hundred Five Thousand and 00/100 Dollars (\$4,805,000.00) for Ivan Sweberg's past pain and suffering, and Four Million Eight Hundred Five Thousand and 00/100 Dollars (\$4,805,000.00) for Ivan Sweberg's future pain and suffering; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, pursuant to G.O.L. § 15-108, the net verdict be and is hereby reduced to fifty-two percent (52%) of the total verdict, being fifty-two percent (52%) of Four Million Eight Hundred Five Thousand and 00/100 Dollars (\$4,805,000.00) for Ivan Sweberg's past pain and suffering, or Two Million Four Hundred Ninety-Eight Thousand Six Hundred and 00/100 Dollars (\$2,498,600.00), and fifty-two percent (52%) of Four Million Eight Hundred Five Thousand and 00/100 Dollars (\$4,805,000.00) for Ivan Sweberg's future pain and suffering, or Two Million Four Hundred Ninety-Eight Thousand Six Hundred and 00/100 Dollars (\$2,498,600.00), leaving a net total verdict of Four Million Nine Hundred Ninety-Seven Thousand Two Hundred and 00/100 Dollars (\$4,997,200); and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff Laraine Sweberg, as Executrix for the Estate of Ivan Sweberg, 1805 Echo Place, Merrick, New York 11566, has final judgment against Defendant Crane Co., 100 First Stamford Plaza, Stamford, Connecticut 06902, in the sum of Two Million Four Hundred Ninety-Eight Thousand Six Hundred and 00/100 Dollars (\$2,498,600.00) for Ivan Sweberg's past pain and suffering, and the lump sum amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) for his future pain and suffering pursuant to CPLR § 5041(e), giving the amount of Two Million Seven Hundred Forty-Eight Thousand Six Hundred and 00/100 Dollars (\$2,748,600.00), and have execution thereon, and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that costs and disbursements are taxed in the sum of \$800 Dollars, bringing the total net lump sum verdict to Two Million Seven Hundred Forty-Nine Thousand Four Hundred and 00/100 Dollars (\$2,749,400.00) (Proposed Bill of Costs attached as Exhibit "A"); and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that post-verdict interest (on said net lump sum verdict of Two Million Seven Hundred Forty-Nine Thousand Four Hundred and 00/100 Dollars (\$2,749,400.00)), pursuant to CPLR 5002 and 5004 is awarded at nine percent (9%) per annum simple interest in the amount of

\$ 181,686.38, bringing the total award to
\$ 2,931,086.38 Dollars, and have execution thereon; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the remaining amount of future damages being Two Million Two Hundred Forty-Eight Thousand Six Hundred and 00/100 Dollars (\$2,248,600.00), Plaintiff Laraine Sweberg, as Executrix for the Estate of Ivan Sweberg, 1805 Echo Place, Merrick, New York 11566, has final judgment against Defendant Crane Co., 100 First Stamford Plaza, Stamford, Connecticut 06902, for the present value of Ivan Sweberg's remaining future pain and suffering (after subtraction of attorneys fees in a lump sum, pursuant to CPLR § 5041(e)), in the amount of One Million, Five Hundred Fourteen Thousand Four Hundred Ninety-Seven and 06/100 Dollars (\$1,514,497.06), plus interest at nine percent (9%) from June 16, 2014, in the amount of \$ 100,081.29, and have execution thereon, and

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