

should rely on your independent recollection of the evidence and not be influenced by the fact that another juror has or has not taken notes.

You must leave your notes with the bailiff when you are not deliberating. The bailiff will give your notes to me promptly after collecting them from you. I will make sure your notes are kept in a safe, secure location and not disclosed to anyone. After you complete your deliberations, the bailiff will collect your notes. When you are released from jury duty, the bailiff will promptly destroy your notes so that nobody can read what you wrote.

Here are the instructions for answering the questions.

1. Do not let bias, prejudice, or sympathy play any part in your decision.

2. Base your answers only on the evidence admitted in court and on the law that is in these instructions and questions. Do not consider or discuss any evidence that was not admitted in the courtroom.

3. You are to make up your own minds about the facts. You are the sole judges of the credibility of the witnesses and the weight to give their testimony. But on matters of law, you must follow all of my instructions.

4. If my instructions use a word in a way that is different from its ordinary meaning, use the meaning I give you, which will be a proper legal definition.

5. All the questions and answers are important. No one should say that any question or answer is not important.

6. Answer "yes" or "no" to all questions unless you are told otherwise. A "yes" answer must be based on a preponderance of the evidence. Whenever a question requires an answer other than "yes" or "no," your answer must be based on a preponderance of the evidence.

The term “**preponderance of the evidence**” means the greater weight of credible evidence presented in this case. If you do not find that a preponderance of the evidence supports a “yes” answer, then answer “no.” A preponderance of the evidence is not measured by the number of witnesses or by the number of documents admitted in evidence. For a fact to be proved by a preponderance of the evidence, you must find that the fact is more likely true than not true.

A fact may be established by direct evidence or by circumstantial evidence or both. A fact is established by direct evidence when proved by documentary evidence or by witnesses who saw the act done or heard the words spoken. A fact is established by circumstantial evidence when it may be fairly and reasonably inferred from other facts proved.

7. Do not decide who you think should win before you answer the questions and then just answer the questions to match your decision. Answer each question carefully without considering who will win. Do not discuss or consider the effect your answers will have.

8. Do not answer questions by drawing straws or by any method of chance.

9. Some questions might ask you for a dollar amount. Do not agree in advance to decide on a dollar amount by adding up each juror’s amount and then figuring the average.

10. Do not trade your answers. For example, do not say, “I will answer this question your way if you answer another question my way.”

11. The answers to the questions must be based on the decision of at least ten of the twelve jurors. The same ten jurors must agree on every answer. Do not agree to be bound by a vote of anything less than ten jurors, even if it would be a majority.

As I have said before, if you do not follow these instructions, you will be guilty of juror misconduct, and I might have to order a new trial and start this process over again. This would waste your time

and the parties' money, and would require the taxpayers of this county to pay for another trial. If a juror breaks any of these rules, tell that person to stop and report it to me immediately.

DEFINITIONS

“BASF” means BASF Corporation.

“Service Transport” means Service Transport Company

QUESTION 1

Did the negligence, if any, of those named below proximately cause the occurrence of May 16, 2016?

Answer "Yes" or "No" for each of the following:

BASF: YES

Oberlin Garcia: NO

Service Transport: NO

With respect to the condition of the premises, BASF was negligent if —

1. the condition posed an unreasonable risk of harm, and
2. BASF knew or reasonably should have known of the unreasonable risk of harm, and
3. Oberlin Garcia necessarily had to use the premises, and
4. BASF should have anticipated that Oberlin Garcia was unable to avoid the unreasonable risk of harm despite Oberlin Garcia's awareness of that risk, and
5. BASF failed to exercise ordinary care to protect Oberlin Garcia from the unreasonable risk of harm by both failing to adequately warn Oberlin Garcia of the condition and failing to make that condition reasonably safe.

"Ordinary care" when used with respect to the conduct of BASF as a premises owner, means that degree of care that would be used by a premises owner of ordinary prudence under the same or similar circumstances.

“Proximate cause” when used with respect to the conduct of BASF means a cause that was a substantial factor in bringing about an occurrence, and without which cause such occurrence would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a premises owner using ordinary care would have foreseen that the occurrence, or some similar occurrence, might reasonably result therefrom. There may be more than one proximate cause of an occurrence.

“Negligence” when used with respect to the conduct of Oberlin Garcia means failure to use ordinary care, that is, failing to do that which a person of ordinary prudence would have done under the same or similar circumstances or doing that which a person of ordinary prudence would not have done under the same or similar circumstances.

“Ordinary care” when used with respect to the conduct of Oberlin Garcia means that degree of care that a person of ordinary prudence would use under the same or similar circumstances.

“Proximate cause” when used with respect to the conduct of Oberlin Garcia means a cause that was a substantial factor in bringing about an occurrence, and without which cause such occurrence would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using ordinary care would have foreseen that the occurrence, or some similar occurrence, might reasonably result therefrom. There may be more than one proximate cause of an occurrence.

“Negligence” when used with respect to the conduct of Service Transport means failure to use ordinary care, that is, failing to do that which an employer of ordinary prudence would have done under the same or similar circumstances or doing that which an employer of ordinary prudence would not have done under the same or similar circumstances.

“Ordinary care” when used with respect to the conduct of Service Transport as an employer, means that degree of care that would be used by an employer of ordinary prudence under the same or similar circumstances.

“Proximate cause” when used with respect to the conduct of Service Transport means a cause that was a substantial factor in bringing about an occurrence, and without which cause such occurrence would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that an employer using ordinary care would have foreseen that the occurrence, or some similar occurrence, might reasonably result therefrom. There may be more than one proximate cause of an occurrence.

If you answered "Yes" to Question 1 for BASF and one or more of the others named below, then answer Question 2. Otherwise, do not answer Question 2.

Assign percentages of responsibility only to those you found caused or contributed to cause the occurrence. The percentages you find must total 100 percent. The percentages must be expressed in whole numbers. The percentage of responsibility attributable to any one is not necessarily measured by the number of acts or omissions found. The percentage attributable to any one need not be the same percentage attributed to that one in answering another question.

QUESTION 2

For each person you found caused or contributed to cause the occurrence of May 16, 2016, find the percentage of responsibility attributable to each:

BASF:	<u>100</u>	%
Oberlin Garcia:	<u>0</u>	%
Service Transport:	<u>0</u>	%
Total:	100	%

Answer Question 3 if you answered “Yes” for BASF to Question 1 and answered:

“No” for Oberlin Garcia to Question 1, or
50 percent or less for Oberlin Garcia to Question 2.

Otherwise, do not answer Question 3.

QUESTION 3

What sum of money, if paid now in cash, would fairly and reasonably compensate Oberlin Garcia for his injuries, if any, that resulted from the occurrence of May 16, 2016?

Consider the elements of damages listed below and none other. Consider each element separately. Do not award any sum of money on any element if you have otherwise, under some other element, awarded a sum of money for the same loss. That is, do not compensate twice for the same loss, if any.

Do not include any amount for any condition existing before the occurrence of May 16, 2016, except to the extent, if any, that such other condition was aggravated by any injuries that resulted from the occurrence of May 16, 2016.

Do not include any amount for any condition resulting from the failure, if any, of Oberlin Garcia to have acted as a person of ordinary prudence would have done under the same or similar circumstances in caring for and treating his injuries, if any, that resulted from the occurrence of May 16, 2016.

Do not reduce the amounts, if any, in your answers because of the negligence, if any, of Oberlin Garcia in causing the occurrence of May 16, 2016. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment.

Do not include interest on any amount of damages you find.

Answer separately, in dollars and cents, for damages, if any.

a. Reasonable and necessary medical care expenses incurred by Oberlin Garcia in the past.

Answer: \$ 319,282.34

b. Physical pain sustained by Oberlin Garcia in the past.

Answer: \$ 1,000,000

c. Mental anguish sustained by Oberlin Garcia in the past.

Answer: \$ 1,000,000

d. Physical impairment sustained by Oberlin Garcia in the past.

Answer: \$ 800,000

e. Disfigurement sustained by Oberlin Garcia in the past.

Answer: \$ 0

f. Loss of earning capacity sustained by Oberlin Garcia in the past.

Answer: \$ 23,000

Answer Question 3A if you answered “Yes” for BASF to Question 1 and answered:

“No” for Oberlin Garcia to Question 1, or
50 percent or less for Oberlin Garcia to Question 2.

Otherwise, do not answer Question 3A.

QUESTION 3A

What sum of money, if paid now in cash, would fairly and reasonably compensate Melissa Garcia for injuries, if any, to her husband, Oberlin Garcia, that resulted from the occurrence of May 16, 2016?

Consider the elements of damages listed below and none other. Consider each element separately. Do not award any sum of money on any element if you have otherwise, under some other element, awarded a sum of money for the same loss. That is, do not compensate twice for the same loss, if any.

Do not include any amount for any condition resulting from the failure, if any, of Oberlin Garcia to have acted as a person of ordinary prudence would have done under the same or similar circumstances in caring for and treating his injuries, if any, that resulted from the occurrence of May 16, 2016.

Do not reduce the amounts, if any, in your answers because of the negligence, if any, of Oberlin Garcia in causing the occurrence of May 16, 2016. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment.

Do not include interest on any amount of damages you find.

Answer separately, in dollars and cents, for damages, if any.

- a. Loss of household services from May 16, 2016 to February 2, 2017.

“Household services” means the performance of household and domestic duties by a spouse to the marriage.

Answer: \$ 60,000

- b. Loss of consortium sustained from May 16, 2016 to February 2, 2017.

“Consortium” means the mutual right of the husband and wife to that affection, solace, comfort, companionship, society, assistance, sexual relations, emotional support, love, and felicity necessary to a successful marriage.

Answer: \$ 500,000

Answer Question 3B if you answered "Yes" for BASF to Question 1 and answered:

"No" for Oberlin Garcia to Question 1, or
50 percent or less for Oberlin Garcia to Question 2.

Otherwise, do not answer Question 3B.

QUESTION 3B

Was the physical injury to Oberlin Garcia a serious, permanent, and disabling injury?

Answer "Yes" or "No."

Answer: YES

If you answered Question 3B “Yes,” then answer Question 3B-1. Otherwise do not answer 3B-1.

QUESTION 3B-1

What sum of money, if paid now in cash, would fairly and reasonably compensate Amy Garcia Morales, Conrado Garcia and Oberlin Garcia, Jr. for the loss, if any, of parental consortium that resulted from the physical injury to Oberlin Garcia?

“Parental consortium” means the positive benefits flowing from the parent’s love, affection, protection, emotional support, services, companionship, care, and society.

In considering your answer to this question, you may consider only the following factors: the severity of the injury to the parent and its actual effect on the parent-child relationship, the child’s age, the nature of the child’s relationship with the parent, the child’s emotional and physical characteristics, and whether other consortium-giving relationships are available to the child.

Do not include interest on any amount of damages you find. Do not reduce the amounts, if any, in your answer because of the negligence, if any, of Oberlin Garcia. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment.

Answer in dollars and cents for damages, if any, that—were sustained from May 16, 2016 to February 2, 2017.

Amy Garcia Morales:

Answer: \$ 45,000

Conrado Garcia:

Answer: \$ 45,000

Oberlin Garcia, Jr.:

Answer: \$ 80,000

QUESTION 4

Did the negligence, if any, of those named below proximately cause the death of Oberlin Garcia.

Answer "Yes" or "No" for each of the following:

BASF:	<u>YES</u>
Oberlin Garcia:	<u>NO</u>
Service Transport:	<u>NO</u>
Steve Boozalis, M.D.:	<u>NO</u>

With respect to the condition of the premises, BASF was negligent if —

1. the condition posed an unreasonable risk of harm, and
2. BASF knew or reasonably should have known of the unreasonable risk of harm, and
3. Oberlin Garcia necessarily had to use the premises, and
4. BASF should have anticipated that Oberlin Garcia was unable to avoid the unreasonable risk of harm despite Oberlin Garcia's awareness of that risk, and
5. BASF failed to exercise ordinary care to protect Oberlin Garcia from the unreasonable risk of harm by both failing to adequately warn Oberlin Garcia of the condition and failing to make that condition reasonably safe.

"Ordinary care" when used with respect to the conduct of BASF as a premises owner, means that degree of care that would be used by a premises owner of ordinary prudence under the same or similar circumstances.

“Proximate cause” when used with respect to the conduct of BASF means a cause that was a substantial factor in bringing about the death, and without which cause such death would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a premises owner using ordinary care would have foreseen that the death, or some similar occurrence, might reasonably result therefrom. There may be more than one proximate cause of a death.

“Negligence” when used with respect to the conduct of Oberlin Garcia means failure to use ordinary care, that is, failing to do that which a person of ordinary prudence would have done under the same or similar circumstances or doing that which a person of ordinary prudence would not have done under the same or similar circumstances.

“Ordinary care” when used with respect to the conduct of Oberlin Garcia means that degree of care that a person of ordinary prudence would use under the same or similar circumstances.

“Proximate cause” when used with respect to the conduct of Oberlin Garcia means a cause that was a substantial factor in bringing about the death, and without which cause such death would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using ordinary care would have foreseen that the death, or some similar occurrence, might reasonably result therefrom. There may be more than one proximate cause of a death.

“Negligence” when used with respect to the conduct of Service Transport means failure to use ordinary care, that is, failing to do that which an employer of ordinary prudence would have done under the same or similar circumstances or doing that which an employer of ordinary prudence would not have done under the same or similar circumstances.

“Ordinary care” when used with respect to the conduct of Service Transport as an employer, means that degree of care that would be used by an employer of ordinary prudence under the same or similar circumstances.

“Proximate cause” when used with respect to the conduct of Service Transport means a cause that was a substantial factor in bringing about the death, and without which cause such death would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that an employer using ordinary care would have foreseen that the death, or some similar occurrence, might reasonably result therefrom. There may be more than one proximate cause of a death.

“Negligence” when used with respect to the conduct of Steve Boozalis, M.D. means failure to use ordinary care, that is, failing to do that which an anesthesiologist of ordinary prudence would have done under the same or similar circumstances or doing that which an anesthesiologist of ordinary prudence would not have done under the same or similar circumstances.

A finding of negligence may not be based solely on evidence of a bad result to Oberlin Garcia, but a bad result may be considered by you, along with other evidence, in determining the issue of negligence. You are the sole judges of the weight, if any, to be given to this kind of evidence.

“Ordinary care” when used with respect to the conduct of Steve Boozalis, M.D. means that degree of care that an anesthesiologist of ordinary prudence would use under the same or similar circumstances.

“Proximate cause” when used with respect to the conduct of Steve Boozalis, M.D. means a cause that was a substantial factor in bringing about the death, and without which cause such death would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that an anesthesiologist using ordinary care would have foreseen that the death, or some similar occurrence, might reasonably result therefrom. There may be more than one proximate cause of a death.

If you answered "Yes" to Question 4 for BASF and one or more of the others named below, then answer Question 5. Otherwise, do not answer Question 5.

Assign percentages of responsibility only to those you found caused or contributed to cause the death of Oberlin Garcia. The percentages you find must total 100 percent. The percentages must be expressed in whole numbers. The percentage of responsibility attributable to any one is not necessarily measured by the number of acts or omissions found. The percentage attributable to any one need not be the same percentage attributed to that one in answering another question.

QUESTION 5

For each person you found caused or contributed to cause the death of Oberlin Garcia, find the percentage of responsibility attributable to each:

BASF:	<u>100</u>	%
Oberlin Garcia:	<u>0</u>	%
Service Transport:	<u>0</u>	%
Steve Boozalis, M.D.:	<u>0</u>	%
Total:	100	%

Answer Question 6 if you answered “Yes” for BASF to Question 4 and answered:

“No” for Oberlin Garcia to Question 4, or
50 percent or less for Oberlin Garcia to Question 5.

Otherwise, do not answer Question 6.

QUESTION 6

What sum of money, if paid now in cash, would fairly and reasonably compensate Oberlin Garcia for his funeral and burial expenses that resulted from his death?

Do not reduce the amounts, if any, in your answers because of the negligence, if any, of Oberlin Garcia. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment.

Do not include interest on any amount of damages you find.

Answer in dollars and cents, if any.

Answer: \$ 17,182.80

“Funeral and burial expenses” means the reasonable amount of expenses for funeral and burial for Oberlin Garcia reasonably suitable to his station in life.

Answer Question 7 if you answered “Yes” for BASF to Question 4 and answered:

“No” for Oberlin Garcia to Question 4, or
50 percent or less for Oberlin Garcia to Question 5.

Otherwise, do not answer Question 7.

QUESTION 7

What sum of money, if paid now in cash, would fairly and reasonably compensate Melissa Garcia, for her damages, if any, resulting from the death of her husband, Oberlin Garcia?

Consider the elements of damages listed below and none other. Consider each element separately. Do not award any sum of money on any element if you have otherwise, under some other element, awarded a sum of money for the same loss. That is, do not compensate twice for the same loss, if any.

Do not reduce the amounts, if any, in your answers because of the negligence, if any, of Oberlin Garcia. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment.

Any recovery for loss of companionship and society and mental anguish is not subject to federal or state income taxes.

Do not include interest on any amount of damages you find.

Answer separately, in dollars and cents for damages, if any.

- a. Pecuniary loss sustained by Melissa Garcia in the past.

Answer: \$ 300,000

“Pecuniary loss” means the loss of the care, maintenance, support, services, advice, counsel, and reasonable contributions of a pecuniary value, excluding loss of inheritance that Melissa Garcia, in reasonable probability, would have received from Oberlin Garcia had he lived.

- b. Pecuniary loss that, in reasonable probability, Melissa Garcia will sustain in the future.

Answer: \$ 500,000

- c. Loss of companionship and society Melissa Garcia sustained in the past.

Answer: \$ 100,000

“Loss of companionship and society” means the loss of the positive benefits flowing from the love, comfort, companionship, and society that that Melissa Garcia, in reasonable probability, would have received from Oberlin Garcia had he lived.

- d. Loss of companionship and society that, in reasonable probability, Melissa Garcia will sustain in the future.

Answer: \$ 1,000,000

- e. Mental anguish Melissa Garcia sustained in the past.

Answer: \$ 600,000

“Mental anguish” means the emotional pain, torment, and suffering experienced by Melissa Garcia because of the death of Oberlin Garcia.

f. Mental anguish that, in reasonable probability, Melissa Garcia will sustain in the future.

Answer: \$ 2,000,000

In determining damages for elements c, d, e, and f, you may consider the relationship between Oberlin Garcia and his wife, their living arrangements, any extended absences from one another, the harmony of their family relations, and their common interests and activities.

g. Loss of inheritance.

Answer: \$ 159,000

“Loss of inheritance” means the loss of the present value of the assets that the deceased, in reasonable probability, would have added to the estate and left at natural death to Melissa Garcia.

Answer Question 8 if you answered “Yes” for BASF to Question 4 and answered:

“No” for Oberlin Garcia to Question 4, or
50 percent or less for Oberlin Garcia to Question 5.

Otherwise, do not answer Question 8.

QUESTION 8

What sum of money, if paid now in cash, would fairly and reasonably compensate Amy Garcia Morales, for her damages, if any, resulting from the death of her father, Oberlin Garcia?

Consider the elements of damages listed below and none other. Consider each element separately. Do not award any sum of money on any element if you have otherwise, under some other element, awarded a sum of money for the same loss. That is, do not compensate twice for the same loss, if any.

Do not reduce the amounts, if any, in your answers because of the negligence, if any, of Oberlin Garcia. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment.

Any recovery for loss of companionship and society and mental anguish is not subject to federal or state income taxes.

Do not include interest on any amount of damages you find.

Answer separately, in dollars and cents for damages, if any.

a. Pecuniary loss sustained by Amy Garcia Morales in the past.

Answer: \$ 0

“Pecuniary loss” means the loss of the care, maintenance, support, services, advice, counsel, and reasonable contributions of a pecuniary value excluding loss of inheritance that Amy Garcia Morales, in reasonable probability, would have received from Oberlin Garcia had he lived.

b. Pecuniary loss that, in reasonable probability, Amy Garcia Morales will sustain in the future.

Answer: \$ 0

c. Loss of companionship and society Amy Garcia Morales sustained in the past.

Answer: \$ 0

“Loss of companionship and society” means the loss of the positive benefits flowing from the love, comfort, companionship, and society that that Amy Garcia Morales, in reasonable probability, would have received from Oberlin Garcia had he lived.

d. Loss of companionship and society that, in reasonable probability, Amy Garcia Morales will sustain in the future.

Answer: \$ 500,000

e. Mental anguish Amy Garcia Morales sustained in the past.

Answer: \$ 0

“Mental anguish” means the emotional pain, torment, and suffering experienced by Amy Garcia Morales because of the death of Oberlin Garcia.

- f. Mental anguish that, in reasonable probability, Amy Garcia Morales will sustain in the future.

Answer: \$ 0

In determining damages for elements c, d, e, and f, you may consider the relationship between Oberlin Garcia and his daughter, their living arrangements, any extended absences from one another, the harmony of their family relations, and their common interests and activities.

Answer Question 9 if you answered “Yes” for BASF to Question 4 and answered:

“No” for Oberlin Garcia to Question 4, or
50 percent or less for Oberlin Garcia to Question 5.

Otherwise, do not answer Question 9.

QUESTION 9

What sum of money, if paid now in cash, would fairly and reasonably compensate Conrado Garcia, for his damages, if any, resulting from the death of his father, Oberlin Garcia?

Consider the elements of damages listed below and none other. Consider each element separately. Do not award any sum of money on any element if you have otherwise, under some other element, awarded a sum of money for the same loss. That is, do not compensate twice for the same loss, if any.

Do not reduce the amounts, if any, in your answers because of the negligence, if any, of Oberlin Garcia. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment.

Any recovery for loss of companionship and society and mental anguish is not subject to federal or state income taxes.

Do not include interest on any amount of damages you find.

Answer separately, in dollars and cents for damages, if any.

a. Pecuniary loss sustained by Conrado Garcia in the past.

Answer: \$ 0

“Pecuniary loss” means the loss of the care, maintenance, support, services, advice, counsel, and reasonable contributions of a pecuniary value excluding loss of inheritance that Conrado Garcia, in reasonable probability, would have received from Oberlin Garcia had he lived.

b. Pecuniary loss that, in reasonable probability, Conrado Garcia will sustain in the future.

Answer: \$ 0

c. Loss of companionship and society Conrado Garcia sustained in the past.

Answer: \$ 0

“Loss of companionship and society” means the loss of the positive benefits flowing from the love, comfort, companionship, and society that that Conrado Garcia, in reasonable probability, would have received from Oberlin Garcia had he lived.

d. Loss of companionship and society that, in reasonable probability, Conrado Garcia will sustain in the future.

Answer: \$ 500,000

e. Mental anguish Conrado Garcia sustained in the past.

Answer: \$ 0

“Mental anguish” means the emotional pain, torment, and suffering experienced by Conrado Garcia because of the death of Oberlin Garcia.

f. Mental anguish that, in reasonable probability, Conrado Garcia will sustain in the future.

Answer: \$ 0

In determining damages for elements c, d, e, and f, you may consider the relationship between Oberlin Garcia and his son, their living arrangements, any extended absences from one another, the harmony of their family relations, and their common interests and activities.

Answer Question 10 if you answered “Yes” for BASF to Question 4 and answered:

“No” for Oberlin Garcia to Question 4, or
50 percent or less for Oberlin Garcia to Question 5.

Otherwise, do not answer Question 10.

QUESTION 10

What sum of money, if paid now in cash, would fairly and reasonably compensate Oberlin Garcia, Jr., for his damages, if any, resulting from the death of his father, Oberlin Garcia?

Consider the elements of damages listed below and none other. Consider each element separately. Do not award any sum of money on any element if you have otherwise, under some other element, awarded a sum of money for the same loss. That is, do not compensate twice for the same loss, if any.

Do not reduce the amounts, if any, in your answers because of the negligence, if any, of Oberlin Garcia. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment.

Any recovery for loss of companionship and society and mental anguish is not subject to federal or state income taxes.

Do not include interest on any amount of damages you find.

Answer separately, in dollars and cents for damages, if any.

a. Pecuniary loss sustained by Oberlin Garcia, Jr. in the past.

Answer: \$ 0

“Pecuniary loss” means the loss of the care, maintenance, support, services, advice, counsel, and reasonable contributions of a pecuniary value that excluding loss of inheritance Oberlin Garcia, Jr., in reasonable probability, would have received from Oberlin Garcia had he lived.

b. Pecuniary loss that, in reasonable probability, Oberlin Garcia, Jr. will sustain in the future.

Answer: \$ 0

c. Loss of companionship and society Oberlin Garcia, Jr. sustained in the past.

Answer: \$ 0

“Loss of companionship and society” means the loss of the positive benefits flowing from the love, comfort, companionship, and society that that Oberlin Garcia, Jr., in reasonable probability, would have received from Oberlin Garcia had he lived.

d. Loss of companionship and society that, in reasonable probability, Oberlin Garcia, Jr. will sustain in the future.

Answer: \$ 500,000

e. Mental anguish Oberlin Garcia, Jr. sustained in the past.

Answer: \$ 0

“Mental anguish” means the emotional pain, torment, and suffering experienced by Oberlin Garcia, Jr. because of the death of Oberlin Garcia.

f. Mental anguish that, in reasonable probability, Oberlin Garcia, Jr. will sustain in the future.

Answer: \$ 0

In determining damages for elements c, d, e, and f, you may consider the relationship between Oberlin Garcia and his son, their living arrangements, any extended absences from one another, the harmony of their family relations, and their common interests and activities.

PRESIDING JUROR

1. When you go into the jury room to answer the questions, the first thing you will need to do is choose a presiding juror.

2. The presiding juror has these duties:

a. have the complete charge read aloud if it will be helpful to your deliberations;

b. preside over your deliberations, meaning manage the discussions, and see that you follow these instructions;

c. give written questions or comments to the bailiff who will give them to the judge;

d. write down the answers you agree on;

e. get the signatures for the verdict certificate; and

f. notify the bailiff that you have reached a verdict.

Do you understand the duties of the presiding juror? If you do not, please tell me now.

INSTRUCTIONS FOR SIGNING THE VERDICT CERTIFICATE

1. You may answer the questions on a vote of ten jurors. The same ten jurors must agree on every answer in the charge. This means you may not have one group of ten jurors agree on one answer and a different group of ten jurors agree on another answer.

2. If ten jurors agree on every answer, those ten jurors sign the verdict. If eleven jurors agree on every answer, those eleven jurors sign the verdict. If all twelve of you agree on every answer, you are unanimous and only the presiding juror signs the verdict.

3. All jurors should deliberate on every question. You may end up with all twelve of you agreeing on some answers, while only ten or eleven of you agree on other answers. But when you sign the verdict, only those ten who agree on every answer will sign the verdict.

Do you understand these instructions? If you do not, please tell me now.



JUDGE PRESIDING