

MAY 21 2014 11:29 AM

CAUSE NO. 12CV0053

GALVESTON COUNTY, TEXAS

LEAGUE CITY,
Plaintiff,

§
§
§
§
§
§
§

BY _____
IN THE DISTRICT COURT OF

v.

GALVESTON COUNTY, TEXAS

TEXAS WINDSTORM INSURANCE
ASSOCIATION,
Defendant.

10TH JUDICIAL DISTRICT

CHARGE OF THE COURT

LADIES AND GENTLEMEN OF THE JURY:

After the closing arguments, you will go to the jury room to decide the case, answer the questions that are attached, and reach a verdict. You may discuss the case with other jurors only when you are all together in the jury room.

Remember my previous instructions: Do not discuss the case with anyone else, either in person or by any other means. Do not do any independent investigation about the case or conduct any research. Do not look up any words in dictionaries or on the Internet. Do not post information about the case on the Internet. Do not share any special knowledge or experiences with the other jurors. Do not use your phone or any other electronic device during your deliberations for any reason. I will give you a number where others may contact you in case of an emergency.

Any notes you have taken are for your own personal use. You may take your notes back into the jury room and consult them during deliberations, but do not show or read your notes to your fellow jurors during your deliberations. Your notes are not evidence. Each of you 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 unless you are told otherwise. Whenever a question requires an answer other than "yes" or "no," your answer must be based on a preponderance of the evidence unless you are told otherwise.
7. 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.
8. 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.
9. 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.
10. Do not answer questions by drawing straws or by any method of chance.
11. 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.

12. Do not trade your answers. For example, do not say, "I will answer this question your way if you answer another question my way."
13. Unless otherwise instructed, the answers to the questions must be based on the decision of at least 10 of the 12 jurors. The same 10 jurors must agree on every answer. Do not agree to be bound by a vote of anything less than 10 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.

QUESTION NO. 1

Did Texas Windstorm Insurance Association fail to comply with the insurance policy?

Answer "Yes" or "No"

Answer: Yes

QUESTION NO. 2

Did Hurricane Ike cause the amount of windstorm damage set forth in the appraisal award and identified below?

Windstorm damage means direct physical loss or damage caused by wind or caused by or resulting from rain that enters a building or structure through a wind-created opening.

Answer "Yes" or "No" as to each Item.

STRUCTURE (APPRAISAL ITEM #)	APPRAISAL AMOUNT OF DAMAGE	ANSWER "YES" or "NO."
		No
Library (#1)	\$294,088.34	No
Pool pump bldg (#5)	\$7,914.60	No
Park gazebo (#7)	\$10,794.12	No
Fuel island canopy (#10)	\$3,646.03	No
Open equipment shelter (#11)	\$6,112.68	No
Parks Dept. Bldg (#22)	\$24,956.80	No
City Hall (#26)	\$1,598,524.85	No
Council Chambers (#28)	\$91,123.06	No
Civic Center (#30)	\$351,782.12	No
Community Center (#34)	\$125,997.03	No
Storage Bldg (#36)	\$43,437.51	No
2d Street Fire Station (#39)	\$6,011.82	No
Newport Fire Station (#41)	\$6,292.00	No

Vehicle Maintenance (#83)	\$67,911.15	No
Building Streets and Drainage/ Traffic Control Department (#84)	\$145,900.55	No
FM 518 Pump House (#119)	\$2,814.02	No
Plant Office (#123)	\$35,162.30	No
Wisconsin Ave. Control Bldg (#127)	\$27,976.85	No
Blower Bldg (#129)	\$29,794.23	No
Dewatering Bldg (#131)	\$16,036.83	No
Bay Area Blvd. Pump House (#136)	\$1,041.47	No
Bay Area Blvd. Controls Bldg (#137)	\$6,583.64	No
Chlorine Bldg (#139)	\$3,263.58	No
Calder Rd. Pump House (#142)	\$5,418.55	No
Walker St. Pump House (#157)	\$3,023.70	No
Webster Pump Station (#163)	\$38,006.39	No
Museum Office (#175)	\$23,169.80	No

Museum Storage Bldg (#176)	\$22,975.72	No
Museum Garage (#177)	\$24,609.39	No
Hobbs Rd. Fire Station #2 (#179)	\$109,095.08	No

If you answered "No" to any subpart of Question No. 2, then, for the same items, and only for those items, answer the following question as to that item only. Otherwise, do not answer the following question.





QUESTION NO. 3

What amount of the appraisal damage award is for damage caused by windstorm?

Answer with a dollar amount for each appraisal item number for which you answered "No" in response to Question No. 2. Do not subtract any amount to account for deductibles or prior payments. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment.

STRUCTURE (APPRAISAL ITEM #)	APPRAISAL AMOUNT OF DAMAGE	AMOUNT OF DAMAGE CAUSED BY WINDSTORM
Library (#1)	\$294,088.34	\$ 6,960.45
Pool pump bldg (#5)	\$7,914.60	\$ 0
Park gazebo (#7)	\$10,794.12	\$ 5,225.00
Fuel island canopy (#10)	\$3,646.03	\$ 0
Open equipment shelter (#11)	\$6,112.68	\$ 0
Parks Dept. Bldg (#22)	\$24,956.80	\$ 0
City Hall (#26)	\$1,598,524.85	\$ 800,000.00
Council Chambers (#28)	\$91,123.06	\$ 4,707.00
Civic Center (#30)	\$351,782.12	\$ 8,486.00
Community Center (#34)	\$125,997.03	\$ 8,376.69
Storage Bldg (#36)	\$43,437.51	\$ 0

2d Street Fire Station (#39)	\$6,011.82	\$	\$ 2,500.00
Newport Fire Station (#41)	\$6,292.00	\$	0
Vehicle Maintenance (#83)	\$67,911.15	\$	\$1,000.00
Building Streets and Drainage/ Traffic Control Department (#84)	\$145,900.55	\$	0
Plant Office (#123)	\$35,162.30	\$	0
Wisconsin Ave. Control Bldg (#127)	\$27,976.85	\$	0
Blower Bldg (#129)	\$29,794.23	\$	0
Dewatering Bldg (#131)	\$16,036.83	\$	0
Bay Area Blvd. Pump House (#136)	\$1,041.47	\$	0
Bay Area Blvd. Controls Bldg (#137)	\$6,583.64	\$	0
Chlorine Bldg (#139)	\$3,263.58	\$	0
Calder Rd. Pump House (#142)	\$5,418.55	\$	0

Walker St. Pump House (#157)	\$3,023.70	\$ 
Webster Pump Station (#163)	\$38,006.39	\$ 
Museum Office (#175)	\$23,169.80	\$ 
Museum Storage Bldg (#176)	\$22,975.72	\$ \$3,730.87
Museum Garage (#177)	\$24,609.39	\$ 
Hobbs Rd. Fire Station #2 (#179)	\$109,095.08	\$ \$29,991.29

QUESTION NO. 4

Did Texas Windstorm Insurance Association engage in any unfair or deceptive act or practice that caused damages to League City?

Answer "Yes" or "No" as to each subpart.

"Unfair or deceptive act or practice" means any one or more of the following:

- a. Refusing to pay a claim without conducting a reasonable investigation of the claim;

Answer: No

- b. Misrepresenting to League City a material fact or policy provision relating to the coverage at issue;

Answer: No

- c. Failing to affirm or deny coverage within a reasonable time;

Answer: Yes

- d. Failing to submit a reservation of rights within a reasonable time;

Answer: No

- e. Failing to promptly provide to League City a reasonable explanation of the factual and legal basis in the policy for the insurer's denial of a claim;

Answer: No

- f. Failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim when the insurer's liability has become reasonably clear;

Answer: No

If you answered "Yes" to any part of Question No. 4, then answer the following question. Otherwise, do not answer the following question.

QUESTION NO. 5

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate League City for its actual damages, if any, that were caused by an unfair or deceptive act that you found in response to Question No. 4?

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment. Do not add any amount for interest on damages, if any.

Consider the following element of damages, if any, and none other:

The difference, if any, between the amount that should have been paid by Texas Windstorm Insurance Association to League City under the policy and the amount Texas Windstorm Insurance Association paid to League City for its windstorm damages (\$765,200.04).

Answer in dollars and cents for damages, if any.

Answer: \$ 105,778.⁰⁰

If you answered "Yes" to any subpart of Question No. 4, then answer the following question. Otherwise, do not answer the following question.

QUESTION NO. 6

Did Texas Windstorm Insurance Association engage in any such conduct knowingly?

"Knowingly" means with actual awareness of the falsity, deceptiveness, or unfairness of the act or practice on which a claim for damages is based. Actual awareness may be inferred if objective manifestations indicate that a person acted with actual awareness.

In answering this question, consider only the conduct that you found resulted in damages to League City.

Answer "Yes" or "No" as to each subpart.

- a. Refusing to pay a claim without conducting a reasonable investigation of the claim;

Answer: No

- b. Misrepresenting to League City a material fact or policy provision relating to the coverage at issue;

Answer: No

- c. Failing to affirm or deny coverage within a reasonable time;

Answer: Yes

- d. Failing to submit a reservation of rights within a reasonable time;

Answer: No

- e. Failing to promptly provide to League City a reasonable explanation of the factual and legal basis in the policy for the insurer's denial of a claim;

Answer: No

- f. Failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim when the insurer's liability has become reasonably clear;

Answer: Yes

If you have answered "Yes" to any part of Question No. 6, then answer the following question. Otherwise, do not answer the following question.

QUESTION NO. 7

What sum of money, if any, in addition to actual damages, should be awarded to League City against Texas Windstorm Insurance Association because Texas Windstorm Insurance Association's conduct was committed knowingly?

Answer in dollars and cents for damages, if any:

Answer: \$ 0

QUESTION NO. 8

Did Texas Windstorm Insurance Association fail to:

- (1) acknowledge receipt of League City's Hurricane Ike claim in writing, unless Texas Windstorm Insurance Association made a record of the date, manner, and content of the acknowledgement; and
- (2) commence any investigation of the claim; and
- (3) request from League City all items, statements, and forms that the insurer reasonably believed, at that time, would be required from League City

not later than the 30th business day after Texas Windstorm Insurance Association received written notice of League City's Hurricane Ike claim?

Answer "Yes" or "No."

Answer: No

QUESTION NO. 9

Did League City provide all items, statements, and forms reasonably required by Texas Windstorm Insurance Association in order to secure final proof of loss as to League City's claim relating to Hurricane Ike?

Answer "Yes" or "No."

Answer: No

If you answered "Yes" to Question No. 9, then answer the following question. Otherwise, do not answer the following question.

QUESTION NO. 10

On what date did League City provide all items, statements, and forms reasonably required by Texas Windstorm Insurance Association in order to secure final proof of loss relating to Hurricane Ike?

Answer with a month, day, and year.

Answer: _____

QUESTION NO. 11

Did Texas Windstorm Insurance Association fail to comply with its duty of good faith and fair dealing to League City?

An insurer fails to comply with its duty of good faith and fair dealing by:

- a. Failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim when Texas Windstorm Insurance Association's liability has become reasonable clear; or
- b. Refusing to pay a claim without conducting a reasonable investigation of the claim.

Answer "Yes" or "No."

Answer: Yes

If you answered "Yes" to Question No. 11, then answer the following question. Otherwise, do not answer the following question.

QUESTION NO. 12

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate League City for its damages, if any, that were proximately caused by Texas Windstorm Insurance Association's failure to comply with its duty of good faith and fair dealing?

"Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him would have foreseen that the event, or some similar event, might reasonably result therefrom. There may be more than one proximate cause of an event.

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment. Do not add any amount for interest on damages, if any.

Consider the following element of damages, if any, and none other:

The difference, if any, between the amount that should have been paid by Texas Windstorm Insurance Association to League City under the policy and the amount Texas Windstorm Insurance Association paid to League City for its windstorm damages (\$765,200.04).

Answer in dollars and cents for damages, if any.

Answer: \$ 105,778.⁰⁰

QUESTION NO. 13

Did Texas Windstorm Insurance Association commit fraud against League City?

Fraud occurs when:

- a. a party makes a material misrepresentation, and
- b. the misrepresentation is made with knowledge of its falsity or made recklessly without any knowledge of the truth and as a positive assertion, and
- c. the misrepresentation is made with the intention that it should be acted on by the other party, and
- d. the other party relies on the misrepresentation and thereby suffers injury.

“Misrepresentation” means:

- a. a false statement of fact, or
- b. a promise of future performance made with an intent, at the time the promise was made, not to perform as promised, or
- c. a statement of opinion based on a false statement of fact, or
- d. a statement of opinion that the maker knows to be false, or
- e. an expression of opinion that is false, made by one who has or purports to have special knowledge of the subject matter of the opinion.

“Special knowledge” means: knowledge or information superior to that possessed by the other party and to which the other party did not have equal access.

“Material” means a reasonable person would attach importance to and would be induced to act on the information in determining his choice of actions in the transaction in question.

Answer “Yes” or “No.”

Answer: No

If you answered "Yes" to Question No. 13, then answer the following question. Otherwise, do not answer the following question.

QUESTION NO. 14

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate League City for its damages, if any, that resulted from Texas Windstorm Insurance Association's fraud?

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment. Do not add any amount for interest on damages, if any.

Consider the following element of damages, if any, and none other:

The difference, if any, between the amount that should have been paid by Texas Windstorm Insurance Association to League City under the policy and the amount Texas Windstorm Insurance Association paid to League City for its windstorm damages (\$765,200.04).

Answer in dollars and cents for damages, if any.

Answer: \$ —

Answer the following question only if you unanimously answered "Yes" to Question No. 11 or to Question No. 13. Otherwise, do not answer the following question.

To answer "Yes" to the following question, your answer must be unanimous. You may answer "No" only upon a vote of ten or more jurors. Otherwise, you must not answer the following question.

QUESTION NO. 15

Do you find by clear and convincing evidence that the harm to League City resulted from fraud by Texas Windstorm Insurance Association?

"Clear and convincing evidence" means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegations sought to be established.

Fraud occurs when:

- a. a party makes a material misrepresentation, and
- b. the misrepresentation is made with knowledge of its falsity or made recklessly without any knowledge of the truth and as a positive assertion, and
- c. the misrepresentation is made with the intention that it should be acted on by the other party, and
- d. the other party relies on the misrepresentation and thereby suffers injury.

"Misrepresentation" means:

- a. a false statement of fact, or
- b. a promise of future performance made with an intent, at the time the promise was made, not to perform as promised, or
- c. a statement of opinion based on a false statement of fact, or
- d. a statement of opinion that the maker knows to be false, or
- e. an expression of opinion that is false, made by one who has or purports to have special knowledge of the subject matter of the opinion.

"Material" means a reasonable person would attach importance to and would be induced to act on the information in determining his choice of actions in the transaction in question.

"Special knowledge" means knowledge or information superior to that possessed by the other party and to which the other party did not have equal access.

Answer "Yes" or "No."

Answer: _____

Answer the following question only if you unanimously answered "Yes" to Question No. 15. Otherwise, do not answer the following question.

You must unanimously agree on the amount of any award of exemplary damages.

QUESTION NO. 16

What sum of money, if any, if now paid in cash, should be assessed against Texas Windstorm Insurance Association and awarded to League City as exemplary damages, if any, for the conduct you found in response to Question No. 15?

"Exemplary damages" means an amount that you may, in your discretion, award as a penalty or by way of punishment.

Factors to consider in awarding exemplary damages, if any, are:

- a. The nature of the wrong;
- b. The character of the conduct involved;
- c. The degree of culpability of Texas Windstorm Insurance Association;
- d. The situation and sensibilities of the parties;
- e. The extent to which the conduct in question ~~offers~~ ^{OFFENDS} a public sense of justice and propriety.

Answer in dollars and cents for damages, if any:

Answer: \$ _____

If you answered "Yes" to Question No. 1, or to any part of Question No. 4, or to Question No. 8, or Question No. 9, then answer the following question. Otherwise, do not answer the following question.

QUESTION NO. 17

What is a reasonable fee for the necessary services of League City's attorneys in this case, stated in dollars and cents?

Factors to consider in determining a reasonable fee include—

- a. The time and labor required, the novelty and difficulty of the questions involved, and the skill required to perform the legal services properly;
- b. The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer;
- c. The fee customarily charged in the locality for similar legal services;
- d. The amount involved and the results obtained;
- e. The time limitations imposed by the client or by the circumstances;
- f. The nature and length of the professional relationship with the client;
- g. The experience, reputation, and ability of the lawyer or lawyers performing the services; and
- h. Whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

Answer in dollars and cents for each of the following:

- a. For representation in the trial court

Answer: \$ 770,561.⁰⁰

- b. For representation through appeal to the court of appeals.

Answer: \$ 0

- c. For representation at the petition for review stage in the Supreme Court of Texas.

Answer: \$ 0

- d. For representation at the merits briefing stage in the Supreme Court of Texas.

Answer: \$ 0

- e. For representation through oral argument and the completion of proceedings in the Supreme Court of Texas.

Answer: \$ 0

QUESTION NO. 18

Did League City fail to give Texas Windstorm Insurance Association prompt written notice of a loss including a description of the property involved for the following structures? Answer "Yes" or "No" for each structure separately. Answer on the chart below.

STRUCTURE (APPRAISAL ITEM #)	ANSWER "YES" or "NO."
	Yes
Library (#1)	Yes
Pool pump bldg (#5)	Yes
Park gazebo (#7)	Yes
Fuel island canopy (#10)	Yes
Open equipment shelter (#11)	Yes
Parks Dept. Bldg (#22)	Yes
City Hall (#26)	Yes
Council Chambers (#28)	Yes
Civic Center (#30)	Yes
Community Center (#34)	Yes
Storage Bldg (#36)	Yes
2d Street Fire Station (#39)	Yes
Newport Fire Station (#41)	Yes
Vehicle Maintenance (#83)	Yes

Building Streets and Drainage/ Traffic Control Department (#84)	Yes
Plant Office (#123)	Yes
Wisconsin Ave. Control Bldg (#127)	Yes
Blower Bldg (#129)	Yes
Dewatering Bldg (#131)	Yes
Bay Area Blvd. Pump House (#136)	Yes
Bay Area Blvd. Controls Bldg (#137)	Yes
Chlorine Bldg (#139)	Yes
Calder Rd. Pump House (#142)	Yes
Walker St. Pump House (#157)	Yes
Webster Pump Station (#163)	Yes
Museum Office (#175)	Yes
Museum Storage Bldg (#176)	Yes
Museum Garage (#177)	Yes
Hobbs Rd. Fire Station #2 (#179)	Yes

If you have answered "yes" to any subpart of the structures in Question No. 18, then for the same structures, and only for such structures, answer the corresponding subpart of the following question. Otherwise, do not answer the following questions.

QUESTION NO. 19

Was Texas Windstorm Insurance Association prejudiced by League City's failure, if any, to give prompt written notice of a loss, including a description of the property involved?

An insurer is "prejudiced" if the lack of prompt written notice prevents it from conducting a reasonable investigation of the loss and making a timely payment of any covered loss.

Answer "yes" or "no" to each Structure in the chart below for which you answered "Yes" in response to Question No. 18.

STRUCTURE (APPRAISAL ITEM #)	ANSWER "YES" or "NO."
	Yes
Library (#1)	Yes
Pool pump bldg (#5)	Yes
Park gazebo (#7)	Yes
Fuel island canopy (#10)	Yes
Open equipment shelter (#11)	Yes
Parks Dept. Bldg (#22)	Yes
City Hall (#26)	Yes
Council Chambers (#28)	Yes
Civic Center (#30)	Yes
Community Center (#34)	Yes
Storage Bldg (#36)	Yes

2d Street Fire Station (#39)	Yes
Newport Fire Station (#41)	Yes
Vehicle Maintenance (#83)	Yes
Building Streets and Drainage/ Traffic Control Department (#84)	Yes
Plant Office (#123)	Yes
Wisconsin Ave. Control Bldg (#127)	Yes
Blower Bldg (#129)	Yes
Dewatering Bldg (#131)	Yes
Bay Area Blvd. Pump House (#136)	Yes
Bay Area Blvd. Controls Bldg (#137)	Yes
Chlorine Bldg (#139)	Yes
Calder Rd. Pump House (#142)	Yes
Walker St. Pump House (#157)	Yes
Webster Pump Station (#163)	Yes
Museum Office (#175)	Yes

Museum Storage Bldg (#176)	Yes
Museum Garage (#177)	Yes
Hobbs Rd. Fire Station #2 (#179)	Yes

QUESTION NO. 20

Did League City fail to keep and provide to Texas Windstorm Insurance Association an accurate record of repair expenses for the following structures? Answer "Yes" or "No" for each structure separately. Answer on the chart below.

STRUCTURE (APPRAISAL ITEM #)	ANSWER "YES" or "NO."
Library (#1)	No
Pool pump bldg (#5)	No
Park gazebo (#7)	No
Fuel island canopy (#10)	Yes
Open equipment shelter (#11)	Yes
Parks Dept. Bldg (#22)	Yes
City Hall (#26)	No
Council Chambers (#28)	No
Civic Center (#30)	No
Community Center (#34)	No
Storage Bldg (#36)	Yes
2d Street Fire Station (#39)	Yes
Newport Fire Station (#41)	Yes
Vehicle Maintenance (#83)	Yes

Building Streets and Drainage/ Traffic Control Department (#84)	Yes
Plant Office (#123)	Yes
Wisconsin Ave. Control Bldg (#127)	Yes
Blower Bldg (#129)	Yes
Dewatering Bldg (#131)	Yes
Bay Area Blvd. Pump House (#136)	Yes
Bay Area Blvd. Controls Bldg (#137)	Yes
Chlorine Bldg (#139)	Yes
Calder Rd. Pump House (#142)	Yes
Walker St. Pump House (#157)	Yes
Webster Pump Station (#163)	Yes
Museum Office (#175)	Yes
Museum Storage Bldg (#176)	Yes
Museum Garage (#177)	Yes
Hobbs Rd. Fire Station #2 (#179)	No

If you have answered "yes" to any subpart of the structures in Question No. 20, then for the same structures, and only for such structures, answer the corresponding subpart of the following question. Otherwise, do not answer the following question.

QUESTION NO. 21

Was Texas Windstorm Insurance Association prejudiced by League City's failure, if any, to keep and provide accurate repair receipts to Texas Windstorm Insurance Association?

An insurer is "prejudiced" if the failure to keep and provide accurate repair receipts prevents it from conducting a reasonable investigation of the loss and making a timely payment of any covered loss.

Answer "yes" or "no" to each Structure in the chart below for which you answered "Yes" in response to Question No. 20.

STRUCTURE (APPRAISAL ITEM #)	ANSWER "YES" or "NO."
Library (#1)	—
Pool pump bldg (#5)	Yes
Park gazebo (#7)	—
Fuel island canopy (#10)	Yes
Open equipment shelter (#11)	Yes
Parks Dept. Bldg (#22)	Yes
City Hall (#26)	—
Council Chambers (#28)	—
Civic Center (#30)	—
Community Center (#34)	—
Storage Bldg (#36)	Yes

2d Street Fire Station (#39)	Yes
Newport Fire Station (#41)	Yes
Vehicle Maintenance (#83)	Yes
Building Streets and Drainage/ Traffic Control Department (#84)	Yes
Plant Office (#123)	Yes
Wisconsin Ave. Control Bldg (#127)	Yes
Blower Bldg (#129)	Yes
Dewatering Bldg (#131)	Yes
Bay Area Blvd. Pump House (#136)	Yes
Bay Area Blvd. Controls Bldg (#137)	Yes
Chlorine Bldg (#139)	Yes
Calder Rd. Pump House (#142)	Yes
Walker St. Pump House (#157)	Yes
Webster Pump Station (#163)	Yes
Museum Office (#175)	Yes

Museum Storage Bldg (#176)	Yes
Museum Garage (#177)	Yes
Hobbs Rd. Fire Station #2 (#179)	—

QUESTION NO. 22

Does the appraisal award fail to substantially comply with the policy terms and conditions?

“Substantial compliance” means a good faith effort by the appraisers and umpire to follow and apply the terms and conditions of the policy to the covered loss caused by Hurricane Ike.

Answer “Yes” or “No.”

Answer: Yes

If you answered "yes" to Question No. 22, then answer the following question. Otherwise, do not answer the following question.

QUESTION 23

Did Texas Windstorm Insurance Association waive any failure of the appraisal award to comply with the terms and conditions of the insurance policy?

"Waiver" is the intentional surrender of a known right or intentional conduct inconsistent with claiming the right.

Answer "Yes" or "No."

Answer: No

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.

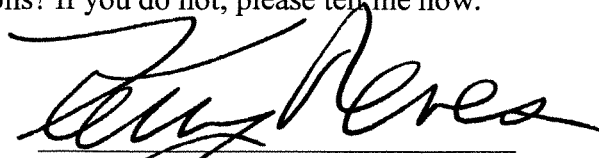
If eleven jurors agree on every answer, those eleven jurors sign the verdict.

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.

4. There are some special instructions before Questions 15 & 16 explaining how to answer those questions. Please follow the instructions. If all twelve of you answer those questions, you will need to complete a second verdict certificate for those questions.

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


JUDGE PRESIDING

Verdict Certificate

Check one:

_____ Our verdict is unanimous. All twelve of us have agreed to each and every answer. The presiding juror has signed the certificate for all twelve of us.

Signature of Presiding Juror

Printed Name of Presiding Juror

☒ Our verdict is not unanimous. Eleven of us have agreed to each and every answer and have signed the certificate below.

_____ Our verdict is not unanimous. Ten of us have agreed to each and every answer and have signed the certificate below.

SIGNATURE

NAME PRINTED

1. Jane Blundell

Jane Blundell

2. Alexis Reza

Alexis Reza

3. Florence Burton

Florence Burton

4. Sarah Saum

Sarah Saum

5. Brittany Casares

Brittany Casares

6. Stephenie Marabella

Stephenie Marabella

7. Christine Kidwell

Christine Kidwell

8. Ronald King

Christine Kidwell

9. Stephen Werner

Ronald King

10. Jennifer Zink

STEPHEN WERNER

11. Jennifer Zink

Jennifer Zink

JOHN D. KINARD
CLERK DISTRICT COURT
FILED

4:46 PM
MAY 23 2014

GALVESTON COUNTY, TEXAS
BY _____ DEPUTY

If you have answered Question No. 15 and 16, then you must sign this certificate also.

Additional Certificate

I certify that the jury was unanimous in answering Question No. 11 or Question No. 13 and Question No. 15 and Question No. 16. The presiding juror has signed the certificate for all twelve of us.

Signature of Presiding Juror

Printed Name of Presiding Juror