

Verdict Received
3/2/2015 @ 9:25p
[Signature]

C-0304-13-H
MDL NO. 13-0123

DREA AMARO AND MARTIN
ARAO,

Plaintiffs,

TIONAL LLOYDS INSURANCE
MPANY

Defendant.

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IN THE DISTRICT COURT OF

HIDALGO COUNTY, TEXAS

389TH JUDICIAL DISTRICT

CHARGE OF THE COURT

MEMBERS OF THE JURY:

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

Remember my previous instructions: Do not discuss the case with anyone else, either in person or by 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 use 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.

Any notes you have taken are for your own personal use. You may ^{not} take your notes back into the jury room. ~~Do not discuss the case with anyone else, either in person or by 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 use 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.~~ 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.

*Rec'd
3/2/2015*

are the instructions for answering the questions.

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.
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. 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.
9. Do not answer questions by drawing straws or by any method of chance.
10. 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.
11. Do not trade your answers. For example, do not say, "I will answer this question your way if you answer another question my way."
12. 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 or 11 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 National Lloyds Insurance Company (“National Lloyds”) fail to comply with the insurance policy?

Answer “Yes” or “No”.

Answer: NO

QUESTION NO. 2:

Did National Lloyds Insurance Company engage in any unfair or deceptive act or practice that caused damages Andrea Amaro and Martin Amaro?

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

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

A. Failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim when the liability under the insurance policy issued to Andrea Amaro and Martin Amaro had become reasonably clear;

Answer: no

B. Failing to promptly provide to Andrea Amaro and Martin Amaro a reasonable explanation of the basis in the policy, in relation to the facts of applicable law, for the insurers denial of a claim or offer of a compromise settlement of a claim;

Answer: no

C. Refusing to pay a claim without conducting a reasonable investigation with respect to a claim(s);

Answer: no

D. Failing within a reasonable time to affirm or deny coverage of a claim to Andrea Amaro and Martin Amaro;

Answer: no

E. Misrepresenting to Andrea Amaro and Martin Amaro a material fact or policy provision relating to the coverage at issue.

Answer: no

If you answered "Yes" to Question No. 1 or any part of Question 2 or both questions, then answer the following question. If you answered "No" to both Question No. 1 and Question No. 2, skip to Question No. 4.

QUESTION NO. 3:

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Andrea Amaro and Martin Amaro for their damages, if any, that resulted from the failure to comply you found in response to Question No. 1 and/or that were caused by an unfair or deceptive act that you found in response to Question No. 2.

Consider the following elements of damages, if any, and none other.

The difference, if any, between the amount that National Lloyds should have paid to Mr. and Mrs. Amaro for their covered loss under the policy and the amount National Lloyds paid to Mr. and Mrs. Amaro for their covered loss under the policy.

Do not include in your answer any amount that you find Plaintiffs could have avoided by exercise of reasonable care.

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in this 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.

Answer in dollars and cents for damages, if any.

Answer: \$ _____

QUESTION NO. 4

On what date did National Lloyds have all of the information that is reasonably requested and required during the investigation of the claim in order to secure confirmation of all amounts owed to the Amaros for the hail damage to the Amaros' home resulting from the hail storms in 2012?

Answer with month, day, and year.

Answer: Nov 22, 2013

If you answered "Yes" to any part of Question 2, then answer Question No. 5. Otherwise, do not answer Question No. 5 and skip to Question No. 7.

QUESTION NO. 5:

Did National Lloyds engage in any such conduct knowingly?

"Knowingly" means actual awareness of the falsity, unfairness, or deceptiveness 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 Andrea Amaro and Martin Amaro.

Answer "Yes" or "No."

Answer: _____

If you have answered "Yes" to Question No. 5, then answer Question No. 6. Otherwise, do not answer the following Question No. 6 and skip to Question No. 7.

QUESTION NO. 6:

What sum of money, if any, in addition to actual damages, should be awarded to Andrea Amaro and Martin Amaro because National Lloyds' conduct was committed knowingly?

INSTRUCTIONS

The factors to consider in awarding additional damages, if any, include:

- (a) The nature of the wrong;
- (b) The character of the conduct involved;
- (c) The degree of culpability of National Lloyds;
- (d) The situation and sensibilities of the parties; and
- (e) The extent to which the conduct in question offends a public sense of justice and propriety
- (f) The net worth of National Lloyds

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in this 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.

Answer in dollars and cents for damages, if any:

Answer: \$ _____

QUESTION NO. 7:

Did National Lloyds fail to comply with its duty of good faith and fair dealing to Andrea Amaro and Martin Amaro?

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

- i. Failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim when Andrea Amaro and Martin Amaro's liability has become reasonable clear; or
- ii. Refusing to pay a claim without conducting a reasonable investigation of the claim.

Answer "Yes" or "No."

Answer: NO

If you answered "Yes" to Question No. 7, then answer Question No. 8. If you answered "No" to Question No. 7, then do not answer Questions No. 8 and skip to Question No. 9.

QUESTION NO. 8:

What sum of money, if paid now in cash, would fairly and reasonably compensate Andrea Amaro and Martin Amaro for their damages, if any, that were proximately caused by National Lloyds's failure to comply with its duty of good faith and fair dealing?

Consider the following elements of damages, if any, and none other.

The difference, if any, between the amount that National Lloyds should have paid to Mr. and Mrs. Amaro for their covered loss under the policy and the amount National Lloyds paid to Mr. and Mrs. Amaro for their covered loss under the policy.

Do not include in your answer any amount that you find Plaintiffs could have avoided by exercise of reasonable care.

"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.

Answer in dollars and cents for damages, if any.

Answer: \$ _____

QUESTION NO. 9

Did National Lloyds commit fraud against Andrea Amaro and Martin Amaro?

9A. 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.

Answer “Yes” or “No.”

Answer: NO

OR

9B. Fraud occurs when –

- a.) a party fails to disclose a material fact within the knowledge of that party, and
- b.) the party knows that the other party is ignorant of the fact and does not have an equal opportunity to discover the truth, and
- c.) the party intends to induce the other party to take some action by failing to disclose the fact, and
- d.) the other party suffers injury as a result of acting without knowledge of the undisclosed fact.

Answer “Yes” or “No.”

Answer: NO

If you have answered "Yes" to Question 9A or 9B then answer Question No. 10. Otherwise do not answer Question No. 10 and skip to Question No. 11.

QUESTION NO. 10

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Andrea Amaro and Martin Amaro for their damages, if any, that resulted from such fraud?

Consider the following elements of damages, if any, and none other.

The difference, if any, between the amount that National Lloyds should have paid to Mr. and Mrs. Amaro for their covered loss under the policy and the amount National Lloyds paid to Mr. and Mrs. Amaro for their covered loss under the policy.

In answering this question about damages, answer each question separately. Do not increase or reduce the amount in this 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 of interest on damages, if any.

Answer in dollars and cents for damages, if any.

Answer: \$ _____

If you answered "Yes" to Question 1 or any part of Question 2, then answer the following Question No. 11. Otherwise, do not answer Question No. 11.

QUESTION NO. 11:

What is a reasonable fee for the necessary services of Andrea Amaro and Martin Amaro attorneys in this case, stated in dollars and cents?

You should confine your award of fees to a reasonable fee for services necessary for Plaintiffs' attorneys to prevail on their claim for breach of contract and/or violations of the Texas Insurance Code, and not any other claims against National Lloyds or claims against any other parties or defendants.

Answer with an amount for each of the following:

A. For representation in the trial court.

Answer: \$ _____

B. For representation through appeal to the court of appeals.

Answer: \$ _____

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

Answer: \$ _____

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

Answer: \$ _____

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

Answer: \$ _____

Presiding Juror:

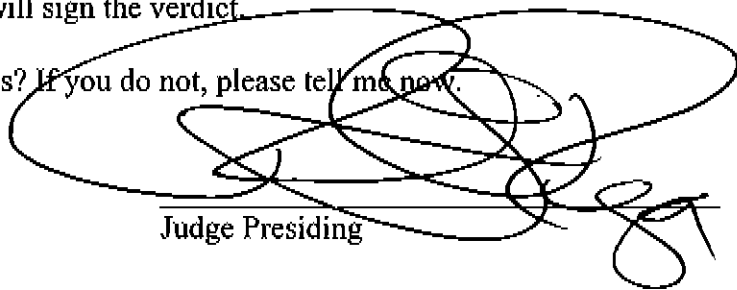
1. When you go into the jury room to answer the questions, the first thing you will need to do is choose a presiding juror.
2. The presiding juror has these duties:
 - a. have the complete charge read aloud if it will be helpful to your deliberations;
 - b. preside over your deliberations, meaning manage 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. Unless otherwise instructed, you may answer the questions on a vote of 10 jurors. The same 10 jurors must agree on every answer in the charge. This means you may not have one group of 10 jurors agree on one answer and a different group of 10 jurors agree on another answer.
2. If 10 jurors agree on every answer, those 10 jurors sign the verdict. If 11 jurors agree on every answer, those 11 jurors sign the verdict. If all 12 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 12 of you agreeing on some answers, while only 10 or 11 of you agree on other answers. But when you sign the verdict, only those 10 who agree on every answer will sign the verdict.

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



A large, complex handwritten signature in black ink, consisting of multiple overlapping loops and lines, is written over the text 'Judge Presiding'.

Judge Presiding

Verdict Certificate

Check one:

Our verdict is unanimous. All 12 of us have agreed to each and every answer. The presiding juror has signed the certificate for all 12 of us.

Rosa A Miller
Signature of Presiding Juror

ROSA A Miller
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

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