

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
WESTERN DIVISION**

BRUHN FARMS JOINT VENTURE,

Plaintiff,

vs.

FIREMAN'S FUND INSURANCE  
COMPANY,

Defendant.

No. 13-CV-4106-CJW

**COURT'S FINAL INSTRUCTIONS  
TO THE JURY**

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## INSTRUCTION NO. 1 - INTRODUCTION

I give you these instructions now to help you better understand the trial and your role in it. I may give you additional instructions during trial, and I will give you additional instructions at the end of the trial, before you begin your deliberations. Consider these instructions, together with any oral or written instructions I give you during the trial, or at the end of the trial, and apply them as a whole to the facts of this case.

You will have copies of the instructions that I am about to give you now in the jury room.

You must follow all instructions I give you. You must not single out some instructions and ignore others, because *all* are important. The written instructions I give you now and at the end of the trial will be available to you in the jury room. I emphasize, however, that written instructions are not more important than oral ones. Again, *all* instructions, whenever given and whether in writing or not, must be followed.

In considering these instructions, the order in which they are given is not important.

## **INSTRUCTION NO. 2 - STATEMENT OF THE CASE**

As I explained during jury selection, this is a civil case brought by plaintiff Bruhn Farms Joint Venture (“Bruhn Farms”) against defendant Fireman’s Fund Insurance Company (“Fireman’s Fund”). Bruhn Farms claims Fireman’s Fund breached a crop hail insurance contract entered into by the parties for the 2012 crop year. Fireman’s Fund, through Rural Community Insurance Agency, Inc. (“RCIS”), investigated the loss and made payments to Bruhn Farms. It has been stipulated by the parties that the conduct of RCIS and its agents or independent adjusters is to be considered the conduct of Fireman’s Fund. You should therefore consider all conduct done by RCIS and its agents or independent adjusters as being done by Fireman’s Fund.

Bruhn Farms claims that Fireman’s Fund failed to pay Bruhn Farms the amount that it should have been paid under the crop hail insurance contract. Bruhn Farms also claims that Fireman’s Fund acted in bad faith when investigating and adjusting the claims made under the 2012 policy of insurance. Fireman’s Fund claims that it properly investigated this claim and paid Bruhn Farms what Bruhn Farms was owed under the insurance contract. Fireman’s Fund also claims that even if it owes additional money to Bruhn Farms, it has not committed bad faith.

Do not consider this summary as proof of any claim. It will be your duty to decide from the evidence whether Bruhn Farms is entitled to a verdict against Fireman’s Fund.



### **INSTRUCTION NO. 3 - DUTY OF JURORS**

It will be your duty to decide from the evidence what the facts are. You, and you alone, are the judges of the facts. You are allowed to consider the evidence in the light of your observations and experiences. You will hear the evidence, decide what the facts are, and then apply those facts to the law that I will give you in these instructions, any instruction given during the trial, and in the final instructions at the conclusion of the case. You will then deliberate and reach your verdict. You are the sole judges of the facts, but you must follow the law as stated in my instructions, whether you agree with it or not. You have taken an oath to follow the law that I give you in my instructions.

This case must be considered and decided by you as an action between persons of equal standing in the community, of equal worth, and holding the same or similar stations in life. All persons are equal before the law. Corporations and partnerships are entitled to the same fair and conscientious consideration by you as any other person.

You should not take anything I may say or do during the trial as indicating what I think of the evidence or what I think your verdict should be.

#### **INSTRUCTION NO. 4 - ORDER OF TRIAL**

The trial will proceed as follows:

After I finish reading these instructions, the attorneys may make opening statements. Opening statements are not evidence. They are simply summaries of what the parties expect the evidence to be.

The plaintiff then will present evidence. The defendant may cross-examine the plaintiff's witnesses. Following the plaintiff's case, the defendant may present evidence. The plaintiff may cross-examine the defendant's witnesses. Following the defendant's case, the parties may present additional evidence.

After all evidence has been presented, I will give additional instructions to you. The attorneys will then make arguments summarizing and interpreting the evidence for you. As with opening statements, these arguments are not evidence. Then I will give you a final instruction on deliberations, and you will retire to deliberate on your verdict.

## **INSTRUCTION NO. 5 - BURDEN OF PROOF**

Your verdict will depend upon whether or not you find certain facts have been proved. The obligation to prove a fact, or “the burden of proof,” is upon the party whose claim depends upon that fact. The party with the burden of proving a fact must prove the fact by “the greater weight of the evidence,” which is proof that the fact is more likely true than not true. This is also called “the preponderance of the evidence.”

To determine whether a fact has been proved by the greater weight of the evidence, you must consider the evidence in the case, decide which evidence is more believable, and then determine whether the fact is more likely true than not true. If you find a fact is more likely true than not true, then the fact has been proved by the greater weight of the evidence. If you find a fact is more likely not true than true, or you find the evidence on the fact is equally balanced, then the fact has not been proved by the greater weight of the evidence. The greater weight of the evidence is not determined by the number of witnesses or exhibits a party presents, but by your judgment as to the weight of all of the evidence.

You may have heard of the term “proof beyond a reasonable doubt.” That is a stricter standard which applies in criminal cases. It does not apply in civil cases such as this one.

## **INSTRUCTION NO. 6 - DEFINITION OF EVIDENCE**

You shall base your verdict only upon the evidence, these instructions, and other instructions that I may give you during trial.

Evidence is:

1. Testimony in person or by deposition.
2. Exhibits received by the court.
3. Stipulations, which are agreements between the parties.
4. Any other matter admitted into evidence.

Evidence may be direct or circumstantial. The law makes no distinction between the weight to be given to direct and circumstantial evidence. The weight to be given any evidence is for you to decide. Consider the evidence using your observations, common sense, and experience. You must try to reconcile any conflicts in the evidence; but, if you cannot, you will accept the evidence you find more believable.

Sometimes during a trial, references are made to pre-trial statements and reports, interrogatories, witnesses' depositions, or other miscellaneous items. Only those things formally offered and received by the court are available to you during your deliberations. Documents or items read from, or referred to, which were not offered and received into evidence, are not available to you.

The following are not evidence.

1. Opening statements, closing arguments, and questions are not evidence.
2. Objections and rulings on objections are not evidence.
3. Testimony that I strike from the record, or tell you to disregard is not evidence and must not be considered.
4. Demonstrative summaries not received as evidence. Certain charts and summaries may be shown to you in order to help explain the facts or other



underlying evidence in the case. These are used for convenience. They are not themselves evidence or proof of any facts.

5. Anything you see or hear about this case outside the courtroom is not evidence.

Furthermore, a particular item of evidence is sometimes received for a limited purpose only. That is, it can be used by you only for one particular purpose, and not for any other purpose. I will tell you when that occurs, and instruct you on the purposes for which the item can and cannot be used.

## **INSTRUCTION NO. 7 - CREDIBILITY OF WITNESSES**

In deciding what the facts are, you may have to decide what testimony you believe and what testimony you do not believe. You may believe all of what a witness says, or only part of it, or none of it.

In deciding what testimony to believe, consider the witnesses' intelligence, their opportunity to have seen or heard the things they testify about, their memories, any motives they may have for testifying a certain way, their manner while testifying, whether they said something different at an earlier time, the general reasonableness of their testimony, and the extent to which their testimony is consistent with other evidence that you believe. Do not let sympathy, or your own likes or dislikes, influence you. The law requires you to come to a just verdict based only on the evidence, your common sense, and the law that I give you in my instructions, and nothing else.

A witness may be discredited or "impeached" by contradictory evidence, or by evidence that at some time the witness has said or done something, or has failed to say or do something, that is inconsistent with the witness's present testimony. If you believe any witness has been impeached and thus discredited, it is your exclusive province to give the testimony of that witness such credibility, if any, as you may think it deserves. In deciding whether to believe a witness, remember that people sometimes hear or see things differently and sometimes forget things. You will have to decide whether a contradiction is an innocent misrecollection, or a lapse of memory, or an intentional falsehood; that may depend on whether it has to do with an important fact or only a small detail.

## **INSTRUCTION NO. 8 - OPINION EVIDENCE EXPERT WITNESS**

You will hear testimony from witnesses described as experts. “Experts” are persons who may be knowledgeable in a field because of their education, experience, or both. They are permitted to give their opinions on matters in that field and the reasons for their opinions.

You may accept or reject expert testimony just like any other testimony. After considering the expert witness’s education and experience, the reasons given for the opinion, and all the other evidence in the case, you may give an expert witness’s testimony whatever weight, if any, you think it deserves.

An expert witness may be asked to assume certain facts are true, and to give an opinion based on that assumption. This is called a hypothetical question. When deciding the weight, if any, to give to an expert witness’s testimony, if you conclude a fact assumed in a hypothetical question has not been proved by the evidence, you should consider the extent to which the falsely assumed fact affects the value of the opinion.

## **INSTRUCTION NO. 9 - OBJECTIONS**

During the trial, the parties may make objections. You should not hold it against the parties when they do this. A party may object when the other party offers testimony or other evidence the party believes is not admissible. If I sustain an objection to a question, you should not pay any attention to the question itself. Also, when I rule or comment on an objection or motion, you should not think I have any opinions about the case, favoring one side or the other.



### **INSTRUCTION NO. 10 - BENCH CONFERENCES**

During the trial, it may be necessary for me to talk with the attorneys out of your hearing, either by having a bench conference here, while you are present in the courtroom, or by calling a recess. Please understand that while you are waiting, we are working. The purpose of these conferences is to decide how certain evidence is to be treated under the rules of evidence and to avoid wasting your time. We will do what we can to keep the number and length of these conferences to a minimum.

## INSTRUCTION NO. 11 - NOTE TAKING

You may take notes during the trial if you wish. After the parties' opening statements, you will be given note pads and pens for this purpose.

If you choose to take notes, be sure it does not interfere with your ability to listen to the evidence. It is the responsibility of all jurors to listen carefully to the evidence. You cannot give this responsibility to another juror who may be taking notes. We depend on *all* members of the jury to remember and consider the evidence. Do not discuss your notes with anyone until you begin your deliberations.

A juror's notes are not evidence. They are no more reliable than the memory of a juror who chooses to listen carefully to the evidence without taking notes.

Do not take your notes with you when you leave the courtroom. Leave them on your chair in the courtroom, with only your name on the front page, and the Court Security Officer will safeguard them for you. Your notes will remain confidential throughout the trial and will be destroyed when the trial is over.

You will notice that we have an official court reporter making a record of the trial. However, we will not have a typewritten transcript of the record available for your use in reaching your decision.

## **INSTRUCTION NO. 12 – INTERROGATORIES**

During the trial, you may hear the word “interrogatory.” An interrogatory is a written question one party can send to the other which the other party then must answer under oath and in writing. Consider interrogatories and the answers to them as if they were, respectively, questions asked and answered under oath here in court.

### **INSTRUCTION NO. 13 – DEPOSITION EVIDENCE AT TRIAL**

Testimony will be presented to you in the form of a deposition. A deposition is the recorded answers a witness made under oath to questions asked by lawyers before trial. The deposition testimony to be offered was recorded in writing and will be read to you. You should consider the deposition testimony, and judge its credibility, as you would that of any witness who testifies here in person. You should not place any significance on the manner or tone of voice used to read the witness's answers to you.



## INSTRUCTION NO. 14 - BREACH OF INSURANCE CONTRACT

Bruhn Farms claims that Fireman's Fund breached its insurance contract pertaining to hail-storm crop damage. A breach of contract occurs when a party fails to perform a term of the contract. In order to win this claim of breach of insurance contract against Fireman's Fund, Bruhn Farms must prove each of the following elements against Fireman's Fund:

*One*, Bruhn Farms was insured for hail storm loss by Fireman's Fund on the date of loss. This issue has been stipulated to by the parties and must be considered as proven by Bruhn Farms.

*Two*, Bruhn Farms had paid the premiums which were due. This issue has been stipulated to by the parties and must be considered as proven by Bruhn Farms.

*Three*, Bruhn Farms had a loss by hail which was covered by the insurance policy with Fireman's Fund.

*Four*, Bruhn Farms gave Fireman's Fund notice of loss as required by the policy. This issue has been stipulated to by the parties and must be considered as proven by Bruhn Farms.

*Five*, Fireman's Fund did not pay Bruhn Farms' claim in full.

*Six*, the amount of damages to Bruhn Farms.

If Bruhn Farms has proved all of these propositions, Bruhn Farms is entitled to damages in some amount as set out in Instruction No. 16. If Bruhn Farms has failed to prove any of these propositions, Bruhn Farms is not entitled to damages and your verdict must be for Fireman's Fund.

## INSTRUCTION NO. 15 – CONTRACT INTERPRETATION

In determining the terms of the contract you may consider the following:

1. The intent of the parties along with a reasonable application of the surrounding circumstances.
2. The intent expressed in the language used prevails over any secret intention of either party.
3. The intent may be shown by the practical construction of a contract by the parties and by the surrounding circumstances.
4. You must attempt to give meaning to all language of a contract. Because an agreement is to be interpreted as a whole, assume that all of the language is necessary. An interpretation which gives a reasonable, effective meaning to all terms is preferred to an interpretation which leaves a part of the contract unreasonable or meaningless.
5. The meaning of a contract is the interpretation a reasonable person would give it if they were acquainted with the circumstances both before and at the time the contract was made.
6. Ambiguous language in a written contract is interpreted against the party who selected it.
7. Where general and specific terms in the contract refer to the same subject, the specific terms control.

## **INSTRUCTION NO. 16 – DAMAGES FOR BREACH OF CONTRACT**

The measure of damages for breach of a contract is an amount that would place Bruhn Farms in as good a position as it would have enjoyed if the contract had been performed. The damages you award for breach of contract must be foreseeable or have been reasonably foreseen at the time the parties entered into the contract.

If you find Bruhn Farms has proven a breach of contract as set out in Instruction No. 14, then Bruhn Farms is entitled to damages. The measure of damages for Bruhn Farms is:

- 1) The amount of benefits due and owing under the contract of insurance for the 2012 crop year.
- 2) Do not award any benefits or damages for the \$417,636 in benefits previously paid by Fireman's Fund. However, if you believe additional benefits should be paid under the contract, you should award those benefits as damages in this case.

## INSTRUCTION NO. 17 – ELEMENTS OF BAD FAITH

An insurance company must act in good faith in making decisions about claims made against it by an insured. In order to win this claim for bad faith against Fireman's Fund, Bruhn Farms must prove each of the following elements:

*One*, Fireman's Fund paid Bruhn Farms less than Bruhn Farms was entitled to receive under the insurance contract.

*Two*, there was no reasonable basis for paying Bruhn Farms less than Bruhn Farms was entitled to under the insurance contract.

*Three*, Fireman's Fund knew or had reason to know that there was no reasonable basis to pay Bruhn Farms the amount it paid Bruhn Farms.

*Four*, the failure to pay was a proximate cause of damage to the plaintiff.

*Five*, the nature and extent of damage.

If Bruhn Farms has failed to prove any of these propositions, your verdict must be in favor of Fireman's Fund as to the claim of bad faith. If Bruhn Farms has proved all of these propositions, your verdict must be in favor of Bruhn Farms as to the claim of bad faith.



## **INSTRUCTION NO. 18 – REASONABLE BASIS**

A reasonable basis existed for paying Bruhn Farms the amount that was paid in this case if the amount that Fireman’s Fund should have paid was fairly debatable. A claim is “fairly debatable” when it is open to dispute on any logical basis. Even when the insurer lacks a reasonable basis for its denial of a claim, liability for bad faith will not attach unless the insurer “knew or should have known”—as a reasonably observant company under the same or similar circumstances would have had knowledge—that the basis for denying its insured’s claim was unreasonable.

The fact that you might find that Fireman’s Fund does owe additional money to Bruhn Farms is not sufficient by itself to establish that Fireman’s Fund acted in bad faith. Your focus is on the existence of a debatable issue, not on which party is correct. Stated another way, if reasonable minds can differ on the facts then the issue is fairly debatable.

## **INSTRUCTION NO. 19 – INVESTIGATION**

Fireman's Fund may conduct an investigation before deciding whether a claim is fairly debatable without incurring liability during that period in which the investigation makes the delay necessary.

If you find that Fireman's Fund failed to conduct an adequate investigation, you may infer that Fireman's Fund should have known that its decision lacked a reasonable basis.

An improper investigation, standing alone, is not sufficient cause for recovery for bad faith if the insurer in fact had at the time an objectively reasonable basis for paying the amount which it did.

## **INSTRUCTION NO. 20 - CONDUCT OF JURORS DURING TRIAL**

You must decide this case solely on the evidence and your own observations, experiences, reason, common sense and the law in these instructions. You must also keep to yourself any information that you learn in court until it is time to discuss this case with your fellow jurors during deliberations.

To ensure fairness, you must obey the following rules:

- Do not talk among yourselves about this case, or about anyone involved with it, until you go to the jury room to decide on your verdict.
- Do not talk with anyone else about this case, or about anyone involved with it, until the trial is over.
- When you are outside the courtroom, do not let anyone ask you about or tell you anything about this case, anyone involved with it, any news story, rumor or gossip about it, until the trial is over. If someone should try to talk to you about this case during the trial, please report it to me.
- During the trial, you should not talk to any of the parties, lawyers or witnesses, even to pass the time of day, so that there is no reason to be suspicious about your fairness. The lawyers, parties and witnesses are not supposed to talk to you either.
- You may need to tell your family, friends, teachers, co-workers, or employer about your participation in this trial so that you can tell them when you must be in court and warn them not to ask you or talk to you about the case. However, do not provide any information to anyone by any means about this case until after I have accepted your verdict. That means do not talk face-to-face or use any electronic device or media, such as the telephone, a cell or smart phone, a PDA, a computer, the Internet, any Internet service, any text or instant messaging service, any Internet chat

room, any blog or any website such as Facebook, YouTube or Twitter, to communicate to anyone any information about this case until I accept your verdict.

- Do not do any research on the Internet, in libraries, in the newspapers, on social media, in dictionaries, or other reference books or in any other way or make any investigation about this case, the law or the people involved on your own.
- Do not visit or view any place discussed in this case and do not use Internet maps or Google Earth or any other program or device to search for or to view any place discussed in the testimony.
- Do not read any news stories or articles, in print, on the Internet or on any blog, about this case or about anyone involved with it or listen to any radio or television reports about it or about anyone involved with it or let anyone tell you anything about any such news reports. I assure you that when you have heard all the evidence, you will know more about this case than anyone will learn through the news media, and it will be more accurate.
- Do not make up your mind during the trial about what the verdict should be. Keep an open mind until you have had a chance to discuss the evidence with other jurors during deliberations.
- Do not decide the case based on biases. Because you are making very important decisions in this case, I strongly encourage you to evaluate the evidence carefully and to resist jumping to conclusions based on personal likes or dislikes, generalizations, gut feelings, prejudices, sympathies, stereotypes, or biases. The law demands that you return a just verdict, based solely on the evidence, your individual evaluation of that evidence, your reason and common sense, and these instructions. Our system of



justice is counting on you to render a fair decision based on the evidence, not on biases.

- If, at any time during the trial, you have a problem that you would like to bring to my attention, or if you feel ill or need to go to the restroom, please send a note to the Court Security Officer, who will give it to me. I want you to be comfortable, so please do not hesitate to tell us about any problem.



## **INSTRUCTION NO. 21 – PUNITIVE DAMAGES**

Punitive damages may be awarded if Bruhn Farms has proven by a preponderance of clear, convincing and satisfactory evidence Fireman's Fund's conduct constituted a willful and wanton disregard for the rights of Bruhn Farms and caused actual damage to Bruhn Farms.

Punitive damages are not intended to compensate for injury but are allowed to punish and discourage Fireman's Fund and others from like conduct in the future. You may award punitive damages only if Fireman's Fund's conduct warrants a penalty in addition to the amount you award to compensate for Bruhn Farms' actual injuries.

There is no exact rule to determine the amount of punitive damages, if any, you should award. You may consider the following factors:

1. The nature of Fireman's Fund's conduct that harmed Bruhn Farms.
2. The amount of punitive damages which will punish and discourage like conduct by Fireman's Fund. You may consider Fireman's Fund's financial condition or ability to pay. You may not, however, award punitive damages solely because of Fireman's Fund's wealth or ability to pay.
3. Bruhn Farms' actual damages. The amount awarded for punitive damages must be reasonably related to the amount of actual damages you award to Bruhn Farms.
4. The existence and frequency of prior similar conduct.

**INSTRUCTION NO. 22 – CLEAR, CONVINCING AND SATISFACTORY  
EVIDENCE**

Evidence is “clear, convincing and satisfactory,” as that phrase is used in the prior instruction, if there is no serious or substantial uncertainty about the conclusion to be drawn from it. This standard requires proof greater than a mere preponderance of the evidence but less than proof beyond a reasonable doubt.

**INSTRUCTION NO. 23 – WILLFUL AND WANTON**

Conduct is willful and wanton when a person or company intentionally does an act of an unreasonable character in disregard of a known or obvious risk that is so great as to make it highly probable that harm will follow.

**INSTRUCTION NO. 24 – PUNITIVE DAMAGES–BREACH OF CONTRACT**

The fact that a defendant breaches a contract, even if intentionally, is not sufficient, by itself, to support an award of punitive damages.

## INSTRUCTION NO. 25 – DELIBERATIONS

In conducting your deliberations and returning your verdict, there are certain rules you must follow.

*First*, when you go to the jury room, you must select one of your members as your foreperson. That person will preside over your discussions and speak for you here in court.

*Second*, it is your duty, as jurors, to discuss this case with one another in the jury room. You should try to reach agreement if you can do so without violence to individual judgment. Each of you must make your own conscientious decision, but only after you have considered all the evidence, discussed it fully with your fellow jurors, and listened to the views of your fellow jurors. Do not be afraid to change your opinions if the discussion persuades you that you should, but do not come to a decision simply because other jurors think it is right, or simply to reach a verdict. Remember at all times that you are not partisans. You are judges--judges of the facts. Your sole interest is to seek the truth from the evidence in the case.

*Third*, if you need to communicate with me during your deliberations, you may send a note to me through the Court Security Officer, signed by one or more jurors. I will respond as soon as possible either in writing or orally in open court. **Remember that you should not tell anyone--including me--how your votes stand numerically.**



*Fourth*, your verdict must be based solely on the evidence and on the law which I have given to you in my instructions. Nothing I have said or done is intended to suggest what your verdict should be--that is entirely for you to decide.

*Finally*, I am giving you the verdict forms. A verdict form is simply the written notice of the decision that you reach in this case. You will take this form to the jury room, and complete it when you have reached a verdict. Your decision must be unanimous. If you all agree, the verdict form must be signed by your foreperson and all members of the jury.

**DATED** this 10<sup>th</sup> day of March, 2017.



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C.J. Williams  
Chief United States Magistrate Judge  
Northern District of Iowa

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
WESTERN DIVISION**

BRUHN FARMS JOINT VENTURE,

Plaintiff,

vs.

FIREMAN'S FUND INSURANCE  
COMPANY,

Defendant.

**No. 13-CV-4106-CJW**

**VERDICT FORM**

We, the jury in the above-entitled case, find the following verdict on the questions submitted to us:

**BREACH OF CONTRACT**

1. Did Fireman's Fund breach its insurance contract with Bruhn Farms by paying Bruhn Farms less than it was entitled to receive under the insurance contract?

Answer "Yes" or "No"

ANSWER: \_\_\_\_\_

If your answer to Question 1 was "No," do not answer any other question. If your answer to Question 1 was "Yes," continue answering the following question.

**DAMAGES**

2. State the amount of damages sustained by Bruhn Farms, for the following items of damage:

Contractual Damages: \_\_\_\_\_

**BAD FAITH**

3. Did Fireman's Fund act in bad faith by paying Bruhn Farms less than it was entitled to receive under the insurance contract?

Answer "Yes" or "No"

ANSWER: \_\_\_\_\_

If your answer to Question 3 was "No," do not answer any other question. If your answer to Question 3 was "Yes," continue answering the following questions.

4. Do you find by a preponderance of clear, convincing and satisfactory evidence the conduct of Fireman's Fund constituted willful and wanton disregard for the rights of Bruhn Farms?

Answer "Yes" or "No"

ANSWER: \_\_\_\_\_

If your answer to Question 4 was "No," do not answer Questions 5 and 6. If your answer to Question 4 was "Yes," continue answering the following questions.

5. What amount of punitive damages, if any, do you award?

ANSWER: \_\_\_\_\_

If your answer to Question 5 is "None" or "\$ 0" do not answer Question 6. If your answer to Question 5 was greater than "none" or "\$0," continue to answer Question 6.

6. Was the conduct of Fireman's Fund directed specially at Bruhn Farms?

Answer "Yes" or "No"

ANSWER: \_\_\_\_\_

\_\_\_\_\_  
Foreperson

\_\_\_\_\_  
Juror

\_\_\_\_\_  
Juror

\_\_\_\_\_  
Juror

\_\_\_\_\_  
Juror

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Juror

\_\_\_\_\_  
Juror

\_\_\_\_\_  
Juror

Dated: \_\_\_\_\_, 2017.