



CHAD T. WILSON
— LAW FIRM —

TARRANT COUNTY COURTS

PUCKETT V. STATE FARM

JURY AWARDED BAD FAITH DAMAGES
AGAINST STATE FARM

- 20 Squares
- Laminate + interior
- State Farm offered \$500
- JURY VERDICT - \$185,000



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ORIGINAL
TRICT COURT

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THOMAS A. WELDER
DISTRICT CLERK

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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. 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 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.

13. 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.

14. "Proximate cause" 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.

QUESTION NO. 1:

Did Defendant fail to comply with the insurance policy?

Answer "Yes" or "No."

Answer: Yes

If you answered "Yes." to Question 1, answer Question 2. Otherwise, do not answer Question No. 2.

QUESTION NO. 2:

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Plaintiff for his unpaid covered losses or damages, if any, which were caused by the April 6, 2018 storm?

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

- The reasonable and necessary costs to repair damages caused by the April 6, 2018 hail or windstorm and not otherwise excluded by the insurance policy.

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. Do not include in your answer damages, if any, not caused by wind or hail.

Answer in dollars and cents for damages, if any:

ANSWER: \$ 24,035.09

QUESTION NO. 3:

By what date had Defendant received all items, statements, and forms it reasonably requested from Aaron Puckett that were necessary to decide whether to accept or reject the claim?

Answer with a date in the blank below.

Answer: 8-22-2018

QUESTION NO. 4:

Did Defendant fail to pay Plaintiff's Claim within sixty days of receiving all items, statements, and forms it reasonably requested from Plaintiff that were necessary to decide whether to accept or reject the claim?

Answer "Yes" or "No."

ANSWER: yes

QUESTION NO. 5:

Did Defendant or its employees/agents engage in any unfair or deceptive act or practice that caused damages to Plaintiff?

"Unfair or Deceptive Act or Practice" means any of the following:

- A. Misrepresenting to Plaintiff pertinent facts or policy provision relating to the coverage at issue;
- B. Not attempting in good faith to effectuate a prompt, fair, and equitable settlement of claim submitted in which liability has become reasonably clear;
- C. Failing to affirm or deny coverage of Plaintiff's claim within a reasonable time;
- D. Refusing to pay Plaintiff's claim without conducting a reasonable investigation with respect to the claim; and
- E. Failing to provide promptly to a policyholder a reasonable explanation of the basis in the insurance policy in relation to the facts or applicable law for the denial of a claim or for the offer of a company's settlement.

Answer "Yes" or "No":

ANSWER: yes

If you answered, "Yes." To Question 5, answer Question 6. Otherwise, do not answer Question 6.

QUESTION NO. 6:

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Plaintiff for the damages, if any, that were caused by any unfair or deceptive act or practice (as defined in Question 5) by Defendant or its agents/employees?

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. Do not include in your answer damages, if any, not caused by the unfair or deceptive act or practice (as defined in Question 5).

Answer in dollars and cents for damages, if any:

ANSWER: \$ 20,000

If you answered, "Yes." To Question 5, answer Question 7. Otherwise, do not answer Question 7.

QUESTION NO. 7:

Did Defendant or its agents/employees knowingly engage in any unfair or deceptive act or practice (as defined in Question 5)?

"Knowingly" means actual awareness of the falsity, at the time of the conduct, of the falsity, deception, or unfairness of the conduct in question or actual awareness of the conduct constituting a failure to comply with a warranty. 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 have found was a *producing cause* of damages to Plaintiff.

"Producing cause" means a cause that was a substantial factor in bringing about the damages, if any, and without which the damage would not have occurred. There may be more than one producing cause.

Answer "Yes" or No":

ANSWER: yes

If you answered, "Yes." To Question 7, answer Question 8. Otherwise, do not answer Question 8.

QUESTION NO. 8:

What sum of money, if any, in addition to actual damages, should be awarded to Plaintiff against Defendant because Defendant's conduct was committed knowingly?

Answer in dollars and cents for damages, if any:

ANSWER: \$ 10,000

QUESTION NO. 9:

Did Defendant engage in any unconscionable action or course of action that was a producing cause of damages to Plaintiff?

"Producing cause" means a cause that was a substantial factor in bringing about the damages, if any, and without which the damage would not have occurred. There may be more than one producing cause.

An "unconscionable action or course of action" (for purposes of Question 9) is an act or practice that, to a consumer's detriment, takes advantage of the lack of knowledge, ability, experience, or capacity of the consumer to a grossly unfair degree.

Answer "Yes" or "No":

ANSWER: Yes

If you answered, "Yes" to Question 9, answer Question 10. Otherwise, do not answer Question 10.

QUESTION 10:

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Plaintiff for his damages that resulted from any unconscionable action or course of action (as defined in Question 9) by Defendant or its agents/employees?

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. Do not include in your answer damages, if any, not caused by any unconscionable action or course of action (as defined in Question 9).

Answer in dollars and cents for damages, if any:

ANSWER: \$ 10,000

If you answered, "Yes" to Question 9, answer Question 11. Otherwise, do not answer Question 11.

QUESTION 11:

Did Defendant or its agents/employees knowingly engage in any unconscionable action or course of action (as defined in Question 9) ?

"Knowingly" means actual awareness, at the time of the conduct, of the falsity, deception, or unfairness of the conduct in question. Actual awareness may be inferred where objective manifestations indicate that a person or company acted with actual awareness.

In answering this question, consider only the conduct that you have found was a producing cause of damages to Plaintiff.

Answer "Yes" or "No":

ANSWER: yes

If you answered "Yes" to Question 9 and/or 11, then answer Question 12. Otherwise, do not answer Question 12.

QUESTION NO. 12:

What sum of money, if any, in addition to actual damages should be awarded as additional damages to Plaintiff against Defendant because Defendant's or its agents'/employees' unconscionable action or course of action (as defined in Question 9) was committed intentionally and/or knowingly?

"Additional damages" means an amount that you may in your discretion award as an example to others as a penalty or by way of punishment or as compensation for the inconvenience and expense of litigation, except attorney's fees and court costs, in addition to any amount that may have been found by you as actual damages. Factors to consider in awarding additional damages, if any, are –

1. The nature of the wrong.
2. The character of the conduct involved.
3. The degree of culpability of Defendants.
4. The situation and sensibilities of the parties concerned.
5. The extent to which such conduct offends a public sense of justice and propriety.

Answer in dollars and cents for damages, if any:

ANSWER: \$ 20,000

QUESTION NO. 13:

Did Defendant fail to comply with its duty of good faith and fair dealing to Plaintiff?

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

- (1) 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, or
- (2) 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 13, answer Question 14. Otherwise, do not answer Question 14.

QUESTION NO. 14:

When did Defendant's liability become reasonably clear with reference to Plaintiff's insurance claim?

Provide a date with the day, month and year.

ANSWER: 8-22-2018

If you answered, "Yes" to Question 13, answer Question 15. Otherwise, do not answer Question 15.

QUESTION NO. 15:

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

In answering questions about damages, answer each question separately. Do not increase or decrease 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: \$ 17,500

If you answered "Yes" to any part or subpart of Question Nos. 1 or 5 then answer the following Question No. 16. Otherwise, do not answer the following Question No. 16.

QUESTION NO. 16:

What is a reasonable fee for the necessary services of Aaron Puckett's attorneys in this case? Factors to consider in determining a reasonable fee include:

1. the time and labor required, the novelty and difficulty of the questions involved, and the skill required to perform the legal services properly;
2. the likelihood that the acceptance of the particular employment will preclude other employment by the lawyer;
3. the fee customarily charged in the locality for similar legal services;
4. the amount involved and the results obtained;
5. the time limitations imposed by the client or by the circumstances;
6. the nature and length of the professional relationship with the client;
7. the experience, reputation, and ability of the lawyer or lawyers performing the services;
8. whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

Answer with an amount of each of the following:

1. For preparation and representation of the Trial Court.

Answer: 75,000

2. For representation through appeals to the Court of Appeals.

Answer: 10,000

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

Answer: 10,000

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

Answer: 10,000

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

Answer: 10,000

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.

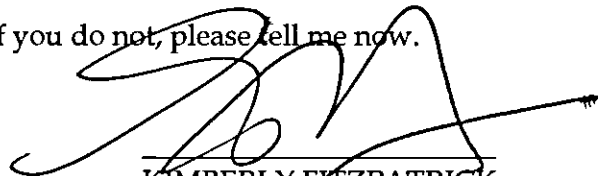
2. If 10 jurors agree on every answer, those 10 jurors sign the verdict.

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.



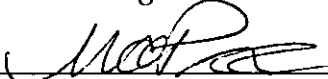
KIMBERLY FITZPATRICK
JUDGE PRESIDING

DATE: 9-12-21

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.



Signature of Presiding Juror

MICHAEL A PRICE

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.

Jurors' Signatures

Jurors' Printed Names

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____
