SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

LOUIS VIGNOLA,

                              Plaintiff,

        v.

MUTUAL OF ENUMCLAW INSURANCE
COMPANY,

                              Defendant.

NO. 16-2-21876-8 KNT

SPECIAL VERDICT FORM

We, the jury, answer the questions submitted by this Court as follows:

1.  Do you find by a preponderance of the evidence that Defendant Mutual of Enumclaw failed to act in good faith?

    ANSWER: __yes__ (Write "yes" or "no")

*(Instruction: If you answered "yes" to Question 1, then answer Question 2. If you answered "no" to Question 1, then skip Questions 2 and 3, and answer Question 4).*

2.  Did Defendant Mutual of Enumclaw meet its burden of establishing by a preponderance of the evidence that its failure to act in good faith did not injure, harm, damage or prejudice Mr. Gilman?

    ANSWER: ~~yes~~ NO (Write "yes" or "no")

*(Instruction: If you answered "yes" to Question 2, answer Question 3. If you answered "no" to Question 2, skip Question 3 and answer Question 4).*

**ORIGINAL**

SPECIAL VERDICT FORM - 1

3. What are the total damages caused by Defendant Mutual of Enumclaw's failure to act in good faith?

ANSWER: _____$11,356,842.53_____ + 125,000+8230.60

(Determined by Order of the Court)     (Additional Damages)

*(Instruction: If you answered "yes" to Question 2, then the minimum damages for this claim have been determined by the Court and are reflected in the answer to Question 3 above, but you may determine any additional damages for this individual claim and then answer Question 4)*

4. Do you find by a preponderance of the evidence that Defendant Mutual of Enumclaw violated the Insurance Fair Conduct Act?

ANSWER: __yes__ (Write "yes" or "no")

*(Instruction: If you answered "yes" to Question 4, answer Question 5. If you answered "no" to Question 4, skip Question 5 and answer Question 7).*

5. Do you find by a preponderance of the evidence that Defendant Mutual of Enumclaw's violation of the Insurance Fair Conduct Act was a proximate cause of harm to Mr. Gilman?

ANSWER: __yes__ (Write "yes" or "no")

*(Instruction: If you answered "yes" to Question 5, answer Question 6. If you answered "no" to Question 5, skip Question 6 and answer Question 7).*

6. What are the total damages caused by Defendant Mutual of Enumclaw's violation of the Insurance Fair Conduct Act?

ANSWER: $ 11,365,078.13

*(Instruction: When determining the damages for this individual claim, you should determine what damages were proven by a preponderance of the evidence for this individual claim, regardless of any damages awarded for any other claim. In other words, you should determine the amount of damages for this individual claim as if it were the only claim that was asserted or proven.)*

*(Answer Question 7)*

7. Do you find by a preponderance of the evidence that Defendant Mutual of Enumclaw violated the Consumer Protection Act?

SPECIAL VERDICT FORM - 2

ANSWER: __yes__ (Write "yes" or "no")

*(Instruction: If you answered "yes" to Question 7, answer Question 8. If you answered "no" to Question 7, skip Question 8 and answer Question 10.).*

8. Do you find by a preponderance of the evidence that Defendant Mutual of Enumclaw's violation of the Consumer Protection Act was a proximate cause of harm to Mr. Gilman?

ANSWER: __yes__ (Write "yes" or "no")

*(Instruction: If you answered "yes" to Question 8, answer Question 9. If you answered "no" to Question 8, skip Question 9 and answer Question 10).*

9. What are the total damages caused by Defendant Mutual of Enumclaw's violation of the Consumer Protection Act?

ANSWER: $ __11,365,073.13__

*(Instruction: When determining the damages for this individual claim, you should determine what damages were proven by a preponderance of the evidence for this individual claim, regardless of any damages awarded for any other claim. In other words, you should determine the amount of damages for this individual claim as if it were the only claim that was asserted or proven.)*

*(Instruction: Answer Question 10)*

10. Do you find by a preponderance of the evidence that Defendant Mutual of Enumclaw was negligent?

ANSWER: __yes__ (Write "yes" or "no")

*(Instruction: If you answered "yes" to Question 10, answer Question 11. If you answered "no" to Question 10, skip Question 11 and answer Question 13)*

11. Do you find by a preponderance of that Defendant Mutual of Enumclaw's negligence was a proximate cause of harm to Mr. Gilman?

SPECIAL VERDICT FORM - 3

ANSWER: __yes__ (Write "yes" or "no")

(Instruction: If you answered "yes" to Question 11, answer Question 12. If you answered "no" to Question 11, skip Question 12 and answer Question 13).

12. What are the total damages caused by Defendant Mutual of Enumclaw's negligence?

ANSWER: $__11,365,073.13__

(Instruction: When determining the damages for this individual claim, you should determine what damages were proven by a preponderance of the evidence for this individual claim, regardless of any damages awarded for any other claim. In other words, you should determine the amount of damages for this individual claim as if it were the only claim that was asserted or proven.)

(Instruction: Answer Question 13)

13. Do you find by a preponderance of the evidence that Defendant Mutual of Enumclaw breached the insurance contract?

ANSWER: __yes__ (Write "yes" or "no")

(Instruction: If you answered "yes" to Question 13, answer Question 14. If you answered "no" to Question 13, skip Question 14 and Answer Question 16)

14. Do you find by a preponderance of the evidence that Defendant Mutual of Enumclaw's breach of the insurance contract was a proximate cause of harm to Mr. Gilman?

ANSWER: __yes__ (Write "yes" or "no")

(Instruction: If you answered "yes" to Question 14, answer Question 15. If you answered "no" to Question 14, skip Question 15 and answer Question 16).

15. What are the total damages caused by Defendant Mutual of Enumclaw's breach of the insurance contract? $8,230.60

ANSWER: $ ~~11,365,073.13~~ ~~11,365,073.13~~

SPECIAL VERDICT FORM - 4

*(Instruction: When determining the damages for this individual claim, you should determine what damages were proven by a preponderance of the evidence for this individual claim, regardless of any damages awarded for any other claim. In other words, you should determine the amount of damages for this individual claim as if it were the only claim that was asserted or proven.)*

*(Instruction: Answer Question 16)*

16. What are the total damages proximately caused by Defendant Mutual of Enumclaw's failure to act in good faith, violation of the Insurance Fair Conduct Act, violation of the Consumer Protection Act, negligence, and/or breach of contract?

ANSWER: $ 11,490,073.13

*(Instruction: If you determined that more than one claim has been proven and have awarded damages for more than one claim, then the total award in this Question 16 should not duplicate the damages. For example, if you conclude that Mr. Gilman suffered as damages the value of the underlying judgment as a result of more than one of the causes of action that was proven and have included that amount in your answers to two or more of Questions 3, 6, 9, 12, and 15, then the total damages award in this Question 16 should only reflect that damages amount once. Thus, the total damages award in this Question 16 should reflect the total damages suffered by plaintiff, not a total of duplicate damages.)*

Stacie Odden    6/15/18

Foreperson

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