

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

GREEN ACRES BAPTIST
CHURCH, INC., et al.,

Plaintiffs,

v.

BROTHERHOOD MUTUAL
INSURANCE COMPANY,

Defendant.

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Case No. 6:23-cv-566-JDK

VERDICT FORM

MEMBERS OF THE JURY:

When filling out this Verdict Form, please follow the directions provided throughout the form. Read the questions and directions carefully because they explain the sequence in which the questions should be answered and which questions may be skipped.

Your answer to each question must be unanimous.

Some of the questions contain legal terms that are defined and explained in the Jury Instructions. Please refer to the Jury Instructions if you are unsure about the meaning or usage of any legal term that appears in the questions.

We the Jury *unanimously* find as follows:

Question 1: Did Green Acres prove by a preponderance of the evidence that Brotherhood Mutual failed to comply with the Policy by failing to pay Green Acres for all covered damages from the April 12, 2020 storm?

Yes No

If you answered YES to Question 1, please proceed to Question 2.

If you answered NO to Question 1, please proceed to Question 9. Do not answer Questions 2-8.

Question 2: What sum of money if paid now in cash, would fairly and reasonably compensate Green Acres for their unpaid damages, if any, that resulted from Brotherhood Mutual's failure to comply with the Policy, if any?

Answer in dollars and cents for damages, if any.

\$ 4,838,747.66

Please proceed to Question 3.

Question 3: Did Green Acres prove by a preponderance of the evidence that Brotherhood Mutual failed to comply with its duty of good faith and fair dealing to Green Acres?

Yes No

If you answered **YES** to Question 3, **please proceed to Question 4.**

If you answered **NO** to Question 3, **please proceed to Question 6. Do not answer Questions 4–5.**

Question 4: Do you find by clear and convincing evidence that the breach of the duty of good faith and fair dealing that caused harm, if any, to Green Acres resulted from malice, fraud, or gross negligence?

“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.

Yes No

If you answered **YES** to Question 4, **please proceed to Question 5.**

If you answered **NO** to Question 4, **please proceed to Question 6. Do not answer Question 5.**

Question 5: What sum of money, if any, if paid now in cash, should be assessed against Brotherhood Mutual and awarded to Green Acres as exemplary damages, if any, for the conduct found in response to Question 4?

Answer in dollars and cents for damages, if any.

\$ 35,000,000

Please proceed to Question 6.

Question 6: Did Green Acres prove by a preponderance of the evidence that Brotherhood Mutual engaged in any unfair or deceptive act or practice that caused damages to Green Acres?

Yes No

If you answered **YES** to Question 6, please proceed to **Question 7**.

If you answered **NO** to Question 6, please proceed to **Question 9**. Do not answer **Questions 7–8**.

Question 7: Did Brotherhood Mutual *knowingly* engage in any unfair or deceptive act or practice that caused damages to Green Acres?

Yes No

If you answered **YES** to Question 7, please proceed to **Question 8**.

If you answered **NO** to Question 7, please proceed to **Question 9**.

Question 8: What sum of money, if any, in addition to actual damages, should be awarded to Green Acres against Brotherhood Mutual because Brotherhood Mutual's conduct was committed knowingly?

Answer in dollars and cents for damages, if any.

\$ 0

Please proceed to **Question 9**.

Question 9: Did Brotherhood Mutual fail to do any of the following acts within thirty (30) days of receiving notice of claim from Green Acres?

“Notice of claim” means any written notification that reasonably apprises the insurer of the facts relating to the claim.

1. Acknowledge receipt of the claim in writing or make a record of the date, manner, and content of the acknowledgment if it was not done in writing; or
2. Commence investigation of the claim; or
3. Request from Green Acres all items, statements, and forms that Brotherhood Mutual reasonably believed, at that time, would be required from Green Acres.

Yes

No

If you answered **YES** to Question 9, please proceed **Question 10**.

If you answered **NO** to Question 9, please proceed to **Question 11**.

Question 10: By what date did Brother Mutual receive a notice of claim from Green Acres?

If Brotherhood Mutual received more than one notice of claim from Green Acres, answer with regard to the notice that was received on the earliest date.

Answer with date in the blank below.

Answer: _____

Please proceed to **Question 11**.

Question 11: Did Brotherhood Mutual fail to pay Green Acres's claim within seventy-five (75) days of receiving all items, statements, and forms it reasonably requested from Green Acres that were necessary to decide whether to accept or reject the claim?

Yes

No

If you answered **YES** to Question 11, please proceed Question 12.

If you answered **NO** to Question 11, please proceed to the certification statement at the end of this verdict form. Do not answer any further questions.

Question 12: By what date had Brotherhood Mutual received all items, statements, and forms it reasonably requested from Green Acres that were necessary to decide whether to accept or reject the claim?

Answer with a date in the blank below.

ANSWER: _____

Please proceed to the certification statement at the end of this verdict form.

Certification

We, the jury, unanimously agree to the answers to the foregoing questions and return this form as our Verdict in this case.

The Foreperson must sign and date this Verdict Form and inform the bailiff that the jury has reached a verdict. The verdict is not final until accepted by the Court.



01/30/2025
Date