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U.S. DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA

FEB 13 2025

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA  
LAKE CHARLES DIVISION

DANIEL J. McCOY, CLERK

BY: 

ELRINE THIBODEAUX

CASE NO. 2:22-CV-06252

VERSUS

JUDGE JAMES D. CAIN, JR.

STATE FARM FIRE & CASUALTY CO

MAGISTRATE JUDGE LEBLANC

VERDICT FORM

1. Do you find by a preponderance of the evidence that State Farm Fire & Casualty Company owes plaintiff Elrine Thibodeaux additional payments under the policy for hurricane damage?

YES  \_\_\_\_\_ NO \_\_\_\_\_

If your answer is YES, go to Question 2. If NO, proceed to Question 5.

2. What additional amount(s) do you find by a preponderance of the evidence are owed?

Dwelling	\$ <u>136,280.22</u>
Other Structures	\$ <u>12,212.00</u>
Additional Living Expenses	\$ <u>35,677.34</u>

3. Do you find by a preponderance of the evidence that State Farm failed to make a written settlement offer or pay the above amount(s) within 30 days of receiving satisfactory proof of loss?

Dwelling:	YES <input checked="" type="checkbox"/>	NO _____
Other Structures:	YES <input checked="" type="checkbox"/>	NO _____
Additional Living Expenses:	YES <input checked="" type="checkbox"/>	NO _____

If your answer is YES to any of the above in Question No. 3, go to Question No. 4. If your answer is NO to all of the above in Question No. 3, go to Question No. 5.

4. Do you find by a preponderance of the evidence that State Farm's failure to make a settlement offer or pay the above amount(s) within 30 days was arbitrary, capricious, or without probable cause?

Dwelling: YES ✓ NO \_\_\_\_\_

Other Structures: YES ✓ NO \_\_\_\_\_

Additional Living Expenses: YES ✓ NO \_\_\_\_\_

5. Do you find by a preponderance of the evidence that any payments by States Farm were not made within 60 days of its receipt of satisfactory proof of loss?

YES ✓ NO \_\_\_\_\_

If your answer to Question No. 5 is YES, continue to Question No. 6; If your answer to Question No. 5 is NO, sign and date the Verdict Form and return it to the Court Security Officer.

6. Do you find by a preponderance of the evidence that State Farm's failure to pay within 60 days of receipt of satisfactory proof of loss was arbitrary, capricious, or without probable cause?

YES ✓ NO \_\_\_\_\_

If your answer to Question No. 6 is YES, continue to Question No. 7; If your answer is NO, sign and date the Verdict Form and return it to the Court Security Officer.

7. Do you find by a preponderance of the evidence that Plaintiff suffered damages as a result of State Farm's failure to pay within 60 days of receipt of satisfactory proof of loss?

YES ✓ NO \_\_\_\_\_

If you answered YES to Question No. 7, what amount of damages do you award Plaintiff? If you answered NO, sign and date the Verdict form and return it to the Court Security Officer.

\$ 240,000

Jury Foreperson: Please sign and date this Verdict Form and return it to the Court

Security Officer.

**REDACTED**

Jury Foreperson, signature

2/13/2025

Date

**REDACTED**

Print Name