

DISTRICT COURT, BOULDER COUNTY, COLORADO 1777 6 th Street Boulder, CO 80302	
Plaintiffs: JENNIFER LATHAM, individually and as mother and natural guardian of EDEN and JACKSON LATHAM, minors.	▲ COURT USE ONLY ▲
v. Defendants: ASSURANT HEALTH, FORTIS INSURANCE COMPANY, TIME INSURANCE COMPANY.	Case Number: 2006CV1040 Division: 5
VERDICT FORM A	

We, the jury, present our Answers to Questions submitted by the Court, to which we have all agreed:

QUESTION NO. 1: Did the defendant, Time Insurance Company, breach the contract of insurance with respect to any of the plaintiffs? (yes or no)

ANSWER NO. 1: Yes

If your answer to Question No. 1 is "no," please complete Verdict Form B then, do not answer Questions 2 through 17 and proceed to Question No. 18. If your answer to Question No. 1 is "yes," then answer Question 2.

QUESTION NO. 2: Has the defendant, Time Insurance Company, proven its affirmative defense of rescission? (yes or no)

ANSWER NO. 2: No

If your answer to Question No. 2 is "yes," please complete Verdict Form B then, do not answer Questions 3 through 17 and proceed to Question No. 18. If your answer to Question No. 2 is "no," then answer the following questions.

QUESTION NO. 3: Did the defendant, Time Insurance Company, breach the contract of insurance with the plaintiff, Jennifer Latham? (yes or no)

ANSWER NO. 3: Yes

QUESTION NO. 4: Was Jennifer Latham damaged as a result of Time Insurance Company's breach of contract? (yes or no)

ANSWER NO. 4: Yes

QUESTION NO. 5: State the amount of damages, if any, that Jennifer Latham had that were caused by Time Insurance Company's breach of contract. (insert the amount or "one dollar")

ANSWER NO. 5: \$ 183,551.91

QUESTION NO. 6: Was Time Insurance Company's breach of the insurance contract willful and wanton? (yes or no)

ANSWER NO. 6: Yes

QUESTION NO. 7: State the amount of damages, if any, for Jennifer Latham's mental suffering resulting from Time Insurance Company's willful and wanton breach of contract. (insert the amount or "none")

ANSWER NO. 7: \$ 7,320,000.⁰⁰

QUESTION NO. 8: Did the defendant, Time Insurance Company, breach the contract of insurance with the plaintiff, Eden Latham? (yes or no)

ANSWER NO. 8: Yes

QUESTION NO. 9: Was Eden Latham damaged as a result of Time Insurance Company's breach of contract? (yes or no)

ANSWER NO. 9: Yes

QUESTION NO. 10: State the amount of damages, if any, that Eden Latham had that were caused by Time Insurance Company's breach of contract. (insert the amount or "one dollar")

ANSWER NO. 10: past medical expenses: \$ 1.⁰⁰
future medical expenses: \$ 99,999.⁰⁰

QUESTION NO. 11: Was Time Insurance Company's breach of the insurance contract willful and wanton? (yes or no)

ANSWER NO. 11: Yes

QUESTION NO. 12: State the amount of damages, if any, for Eden Latham's mental suffering resulting from Time Insurance Company's willful and wanton breach of contract. (insert the amount or "none")

ANSWER NO. 12: \$ 100,000.⁰⁰

QUESTION NO. 13: Did the defendant, Time Insurance Company, breach the contract of insurance with the plaintiff, Jackson Latham? (yes or no)

ANSWER NO. 13: Yes

QUESTION NO. 14: Was Jackson Latham's damaged as a result of Time Insurance Company's breach of contract? (yes or no)

ANSWER NO. 14: Yes

QUESTION NO. 15: State the amount of damages, if any, that Jackson Latham had that were caused by Time Insurance Company's breach of contract. (insert the amount or "one dollar")

ANSWER NO. 15: past medical expenses: \$ 1.⁰⁰
future medical expenses: \$ 99,999.⁰⁰

QUESTION NO. 16: Was Time Insurance Company's breach of the insurance contract willful and wanton? (yes or no)

ANSWER NO. 16: Yes

QUESTION NO. 17: State the amount of damages, if any, for Jackson Latham's mental suffering resulting from Time Insurance Company's willful and wanton breach of contract. (insert the amount or "none")

ANSWER NO. 17: \$ 100,000.⁰⁰

QUESTION NO. 18: Did the defendant, Time Insurance Company, breach its duty of good faith and fair dealing with respect to any of the plaintiffs? (yes or no)

ANSWER NO. 18: Yes

If your answer to Question No. 18 is "no," then stop here and complete Verdict Form C. If your answer to Question No. 18 is "yes," then complete the remaining questions on this form.

QUESTION NO. 19: Did the defendant, Time Insurance Company, breach its duty of good faith and fair dealing to Jennifer Latham? (yes or no)

ANSWER NO. 19: Yes

QUESTION NO. 20: Was Jennifer Latham damaged as a result of Time Insurance Company's breach of its duty of good faith and fair dealing? (yes or no)

ANSWER NO. 20: Yes

QUESTION NO. 21: State the amount of economic damages, if any, that Jennifer Latham had that were caused by Time Insurance Company's breach of its duty of good faith and fair dealing. (insert the amount or "none")

ANSWER NO. 21: \$ 2,000,000.⁰⁰

QUESTION NO. 22: State the amount of non-economic damages, if any, that Jennifer Latham had that were caused by Time Insurance Company's breach of its duty of good faith and fair dealing. (insert the amount or "none")

ANSWER NO. 22: \$ 700,000.⁰⁰

QUESTION NO. 23: Should Jennifer Latham recover punitive damages against defendant, Time Insurance Company? (yes or no)

ANSWER NO. 23: Yes

QUESTION NO. 24: State the amount of punitive damages, if any, which Jennifer Latham should recover against Time Insurance Company. (insert the amount or "none")

ANSWER NO. 24: \$ 20,000,000.⁰⁰

QUESTION NO. 25: Did the defendant, Time Insurance Company, breach its duty of good faith and fair dealing to Eden Latham? (yes or no)

ANSWER NO. 25: Yes

QUESTION NO. 26: Was Eden Latham damaged as a result of Time Insurance Company's breach of its duty of good faith and fair dealing? (yes or no)

ANSWER NO. 26 Yes

QUESTION NO. 27: State the amount of economic damages, if any, that Eden Latham had that were caused by Time Insurance Company's breach of its duty of good faith and fair dealing. (insert the amount or "none")

ANSWER NO. 27: \$ 1,900,000.⁰⁰

QUESTION NO. 28: State the amount of non-economic damages, if any, that Eden Latham had that were caused by Time Insurance Company's breach of its duty of good faith and fair dealing. (insert the amount or "none")

ANSWER NO. 28: \$ 150,000.⁰⁰

QUESTION NO. 29: Should Eden Latham recover punitive damages against defendant, Time Insurance Company? (yes or no)

ANSWER NO. 29: Yes

QUESTION NO. 30: State the amount of punitive damages, if any, which Eden Latham should recover against Time Insurance Company. (insert the amount or "none")

ANSWER NO. 30: \$ 1,300,000.⁰⁰

QUESTION NO. 31: Did the defendant, Time Insurance Company, breach its duty of good faith and fair dealing to Jackson Latham? (yes or no)

ANSWER NO. 31: Yes

QUESTION NO. 32: Was Jackson Latham damaged as a result of Time Insurance Company's breach of its duty of good faith and fair dealing? (yes or no)

ANSWER NO. 32: Yes

QUESTION NO. 33: State the amount of economic damages, if any, that Jackson Latham had that were caused by Time Insurance Company's breach of its duty of good faith and fair dealing. (insert the amount or "none")

ANSWER NO. 33: \$ 1,900,000.⁰⁰

QUESTION NO. 34: State the amount of non-economic damages, if any, that Jackson Latham had that were caused by Time Insurance Company's breach of its duty of good faith and fair dealing. (insert the amount or "none")

ANSWER NO. 34: \$ 150,000.⁰⁰

QUESTION NO. 35: Should Jackson Latham recover punitive damages against defendant, Time Insurance Company? (yes or no)

ANSWER NO. 35: Yes

QUESTION NO. 36: State the amount of punitive damages, if any, which Jackson Latham should recover against Time Insurance Company. (insert the amount or "none")

ANSWER NO. 36: \$ 1,300,000.⁰⁰

Don E. Hill
Foreperson

Sandra L. Justice my Hill

Dense Katz, Tammy L Carpenter