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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JEFFERY BROFFMAN, M.D.,

Plaintiff,

v.

PROVIDENT LIFE AND ACCIDENT
INSURANCE COMPANY, et al.,

Defendants.

Case No. [13-cv-04922-JD](#)

SPECIAL VERDICT FORM

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When answering the following questions and filling out this verdict form, please follow the directions provided throughout the form. Your answer to each question must be unanimous. Some of the questions contain legal terms that are defined and explained in detail 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 below.

SPECIAL VERDICT FORM

We, the jury in *Broffman v. Provident Life and Accident Insurance Co.*, Case No. 3:13-cv-04922-JD, unanimously agree to the answers to the following questions and return them under the instructions of this Court as our verdict in this case:

I. **BREACH OF CONTRACT**

A. Did Provident Life and Accident Insurance Company breach the insurance contract with plaintiff?

Answer: YES _____ NO _____

(If your answer is “NO,” stop here, answer no further questions, and have the foreperson sign and date this form.)

B. If you answered “YES” to Question A above, state the amount of damages you award to Dr. Broffman for breach of contract against Provident Life and Accident Insurance Company:

1. Past due total disability benefits: \$ _____

2. Past due residual disability benefits: \$ _____

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II. BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

A. Did Provident Life and Accident Insurance Company breach the implied covenant of good faith and fair dealing?

Answer: YES _____ NO _____

(If your answer is "NO," stop here, answer no further questions, and have the foreperson sign and date this form.)

B. Was Provident Life and Accident Insurance Company's breach of the implied covenant of good faith and fair dealing a substantial factor in causing harm to Dr. Broffman?

Answer: YES _____ NO _____

(If your answer is "NO," stop here, answer no further questions, and have the foreperson sign and date this form.)

C. Do you find that Unum Group was Provident Life and Accident Insurance Company's agent?

Answer: YES _____ NO _____

1. If you answered "YES," do you find that Unum Group was acting within the scope of its authority?:

Answer: YES _____ NO _____

2. Do you find that Unum Group engaged in willful misconduct?

Answer: YES _____ NO _____

D. What are Dr. Broffman's damages?

1. Mental suffering, anxiety, humiliation, emotional distress: \$ _____

2. Future contract benefits Dr. Broffman would have received: \$ _____

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III. PUNITIVE DAMAGES

Answer the question below only if you found that Provident Life and Accident Insurance Company breached the implied covenant of good faith and fair dealing, and that the breach was a substantial factor in causing harm to Dr. Broffman. (In other words, answer this next question only if you answered “YES” to both questions A and B in Section II above.)

A. Did Dr. Broffman prove by clear and convincing evidence that Provident Life and Accident Insurance Company acted with malice, oppression or fraud such as to warrant an award of punitive damages against it?

Answer: YES _____ NO _____

1. If you answered “YES,” enter the amount of punitive damages to be awarded against Provident Life and Accident Insurance Company:

Answer: \$_____.

You have now reached the end of the verdict form and should review it to ensure it accurately reflects your unanimous determinations. The foreperson should then sign and date the verdict form in the spaces below and notify the courtroom deputy that you have reached a verdict. The foreperson should retain possession of the verdict form and bring it when the jury is brought back into the courtroom.

Dated: May ____, 2015

By: _____
Foreperson