

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

Civil Action No. 12-cv-00980-REB-KLM

HOSSEIN BAGHER, d/b/a Cherry Creek Oriental Rugs,

Plaintiff,

v.

AUTO-OWNERS INSURANCE COMPANY,

Defendant.

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**AMENDED FINAL JUDGMENT<sup>1</sup>**

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This action was tried before a jury of eight duly sworn to try the issues herein with United States District Judge Robert E. Blackburn presiding, and the jury has rendered a verdict. In accordance with the verdict of the jury and the orders filed during pendency of this case, and pursuant to Fed. R. Civ. P. 58(a), the following Final Judgment is entered.

1. On June 18, 2013, the court entered its **Order Granting Defendant's Motion for Partial Summary Judgment** [#50] which dismissed with prejudice the breach of contract claim of the plaintiff against defendant Auto-Owners Insurance Company based on the loss suffered by the plaintiff on August 20, 2009.

2. The jury found in favor of the plaintiff on his claim for breach of contract based on the loss suffered by the plaintiff in 2011 and awarded nominal damages in the amount of one dollar (\$1.00).

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<sup>1</sup> This **Amended Final Judgment** is entered to include an award of attorney fees and an award of costs. Otherwise, the terms of this **Amended Final Judgment** are the same as the terms of the **Final Judgment** [#117] entered in this case on May 1, 2014.

3. The jury found in favor of the defendant on the claim of the plaintiff for bad faith breach of insurance contract based on the loss suffered by the plaintiff in 2009.

4. The jury found in favor of the defendant on the claim of the plaintiff for bad faith breach of insurance contract based on the loss suffered by the plaintiff in 2011.

5. The jury found in favor of the plaintiff on his claim for unreasonable denial of insurance benefits concerning his 2009 insurance claim and awarded damages in the amount of fifteen thousand dollars (\$15,000.00).

6. The jury found in favor of the plaintiff on his claim for unreasonable denial of insurance benefits concerning his 2011 insurance claim and awarded damages in the amount of one hundred fifteen thousand dollars (\$115,000.00).

7. Under §10-3-1116(1), C.R.S., the plaintiff is entitled to recover two times the covered benefit on his two claims for unreasonable denial of insurance benefits.

8. Under §10-3-1116(1), C.R.S., the award of fifteen thousand dollars (\$15,000.00) on the claim for unreasonable denial of insurance benefits concerning the 2009 claim of the plaintiff shall be doubled, resulting in an award of thirty thousand dollars (\$30,000.00).

9. Under §10-3-1116(1), C.R.S., the award of one hundred fifteen thousand dollars (\$115,000.00) on the claim for unreasonable denial of insurance benefits concerning the 2011 claim of the plaintiff shall be doubled, resulting in an award of two hundred thirty thousand dollars (\$230,000.00).

10. On March 27, 2015, the court entered its **Order Granting Motion for Attorney Fees** [#141] and awarded to the plaintiff a reasonable attorney fee of two

hundred ninety-two thousand eighteen dollars and fifty cents (\$292,018.50) payable to the plaintiff by the defendant;

11. On March 30, 2015, the court entered its **Order Granting Motion for Review of Costs** [#142] and awarded to the plaintiff sixty-eight thousand six hundred twenty-nine dollars and ninety-six cents (\$68,629.96) in additional costs payable to the plaintiff by the defendant.

**THEREFORE, IT IS ORDERED** as follows:

1. That judgment is **ENTERED** for the defendant, AUTO-OWNERS INSURANCE COMPANY, against the plaintiff, HOSSEIN BAGHER, on (a) the breach of contract claim of the plaintiff against defendant Auto-Owners Insurance Company based on the loss suffered by the plaintiff on August 20, 2009; (b) the claim of the plaintiff for bad faith breach of insurance contract based on the loss suffered by the plaintiff in 2009; and (c) the claim of the plaintiff for bad faith breach of insurance contract based on the loss suffered by the plaintiff in 2011;

2. That judgment is **ENTERED** for the plaintiff, HOSSEIN BAGHER, against defendant, AUTO-OWNERS INSURANCE COMPANY, on (a) the claim of the plaintiff for breach of insurance contract based on the loss suffered by the plaintiff in 2011; (b) the claim of the plaintiff for unreasonable denial of insurance benefits concerning his 2009 insurance claim; and (c) the claim of the plaintiff for unreasonable denial of insurance benefits concerning his 2011 insurance claim; and

3. That judgment is **ENTERED** for plaintiff, HOSSEIN BAGHER, against defendant, AUTO-OWNERS INSURANCE COMPANY, in the total amount of six

hundred twenty thousand six hundred forty-eight dollars and forty-six cents (\$620,648.46), allocable as follows: (1) doubled compensatory damages of two hundred sixty thousand dollars (\$260,00.00), plus post-judgment interest at the rate of 0.10 percent per year; (2) reasonable attorney fees of two hundred ninety-two thousand, eighteen dollars and fifty cents (\$292,018.50), plus post-judgment interest at the rate of 0.26 percent per year; and (3) court costs of sixty-eight thousand, six hundred twenty-nine dollars and ninety-six cents (\$68,629.96), plus post-judgment interest at the rate of 0.26 percent per year.

Dated at Denver, Colorado this 31<sup>st</sup> day of March, 2015.

FOR THE COURT:

JEFFREY P. COLWELL, CLERK

By: s/ Kathleen Finney  
Deputy Clerk