

IN THE IOWA DISTRICT COURT IN AND FOR BENTON COUNTY IOWA

JAMES E. GETTY and	II	
ANGELA M. GETTY,	II	
	II	BENTON COUNTY CAUSE NO.
	II	
Plaintiffs	II	LACV 06061 009567
	II	
v.	II	
	II	
FARM BUREAU PROPERTY &	II	
CASUALTY COMPANY and	II	PLAINTIFFS' PROPOSED
FARM BUREAU FINANCIAL	II	JURY INSTRUCTIONS
SERVICES	II	
	II	
Defendants	II	

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COMR NOW, the PLAINTIFFS in the above captioned cause and for their PROPOSED JURY INSTRUCTIONS, provide the following:

PROPOSED INSTRUCTION NO. 1: STATEMENT OF THE CASE:

This is a civil litigation case where James E. Getty and Angela M. Getty were engaged in a farming operation near Vinton, Iowa and were insured by Farm Bureau. On or about the 17th day of June, 2017, the Gettys returned from Des Moines, Iowa and drove by their cattle feeding facility. At that time, they noticed that someone had removed the lid to the circuit breaker board and had turned all of the circuit breakers to the off position. Subsequently, the Gettys performed a cattle count and determined that 64 of the healthiest and heaviest cattle had been stolen. The Gettys immediately contacted the Benton County Sheriff to report the theft. Additionally, the Gettys contacted Farm Bureau and submitted a claim under their insurance policy with Farm Bureau. Several months elapsed while Farm Bureau took various statements from the Gettys and required the Gettys to provide documents of cattle purchases, feed records, veterinarian records, sales receipts,

letters, emails, financial records, and other documents. The Gettys complied with all of these requests. The Defendant Farm Bureau also requested an EUO (Examination Under Oath) which the Gettys have never refused to provide and, in fact, attempted to schedule the EUO, which Farm Bureau never fully pursued. Due to frustrations and after several months passed, the Gettys contacted the supervisor of the Farm Bureau Adjuster and ultimately the Iowa Insurance Commissioner. The Farm Bureau Adjuster told the Gettys that he would no longer deal with them and that he was sending the file up the ladder at Farm Bureau. At that point, and since, Farm Bureau ignored the Plaintiffs' repeated efforts to have the claim paid for the stolen cattle. Farm Bureau has never paid the claim. The Gettys then contacted the Iowa Insurance Commissioner who advised the Gettys to contact an attorney. In the interim, Farm Bureau sent a letter of policy cancellation to the Gettys bank, Farm Credit Services of America, on January 23, 2018, 7 months after the Gettys reported the theft of the cattle, even though the policy termination would not be effective until April 2018. The failure by Farm Bureau to pay the claim has created a strained banking relationship with Farm Credit Services of America; and has forced the Gettys into an "assigned credit" situation with Farm Credit Services of America that did not previously exist. After conferring with legal counsel, the Gettys learned that under their insurance policy with Farm Bureau that if they did not file a legal action before a year lapsed, they could not sue Farm Bureau. The Gettys then brought this action against Farm Bureau that to this date has not paid the claim for the stolen cattle.

The Gettys brought this action against Farm Bureau for:

- (1) breach of contract;
- (2) first party bad faith for failing to pay a legitimate claim for stolen cattle;
- (3) tortious interference with the Gettys' bank, Farm Credit Services for (a) not paying the claim for lost cattle, which jeopardized the Gettys' banking relationship, and (b) improperly sending a policy cancellation to the Gettys' bank without first notifying the Gettys and for over two months before the policy term was due; and
- (4) punitive damages

The Gettys are seeking damages for the loss of the stolen cattle, various losses sustained as a result of Farm Bureau's interference with the Getty banking relationship, and for punitive damages.

The defendants have denied the allegations of the Plaintiffs.

Do not consider this summary as proof of any claim. Decide the facts from the evidence and apply the law which I will now give you.

(See Model Instruction 100.1, Statement of The Case)

PROPOSED INSTRUCTION NO. 2: DUTIES OF JUDGE AND JURY, INSTRUCTIONS AS A WHOLE.

My duty is to tell you what the law is. Your duty is to accept and apply this law.

You must consider all of the instructions together because no one instruction includes all of the applicable law.

The order in which I give these instructions is not important.

Your duty is to decide all fact questions.

Do not be influenced by any personal likes or dislikes, sympathy, bias, prejudices or emotions.

Authority *Roushar v. Dixon*, 231 Iowa 993, 2 N.W.2d 660 (1942)

(See Model Instruction 100.2, Statement Of The Case)

100.3 BURDEN OF PROOF, PREPONDERANCE OF EVIDENCE.

Whenever a party must prove something they must do so by the preponderance of the evidence. Preponderance of the evidence is evidence that is more convincing than opposing evidence. Preponderance of the evidence does not depend upon the number of witnesses testifying on one side or the other.

Authority *Mabrier v. A.M. Servicing Corporation of Raytown*, 161 N.W.2d 180 (1968)

(See Model Instruction 100.3, Preponderance of Evidence)

100.4 EVIDENCE.

You shall base your verdict only upon the evidence and these instructions. Evidence is:

1. Testimony in person or by deposition.
2. Exhibits received by the court.
3. Stipulations which are agreements between the attorneys.
4. Any other matter admitted (e.g. answers to interrogatories, matters which judicial notice was taken, and etc.).

Evidence may be direct or circumstantial. The weight to be given any evidence is for you to decide. Sometimes, during a trial, references are made to pre-trial statements and reports, witnesses' depositions, or other miscellaneous items.

Only those things formally offered and received by the court are available to you during your deliberations. Documents or items read from or referred to which were not offered and received into evidence, are not available to you.

The following are not evidence:

1. Statements, arguments, questions and comments by the lawyers.
2. Objections and rulings on objections.
3. Any testimony I told you to disregard.
4. Anything you saw or heard about this case outside the courtroom.

Authority Iowa Rules of Evidence.

(See Model Instruction 100.4, Evidence)

100.5 DEPOSITION TESTIMONY.

Certain Testimony has been read into evidence from a deposition. A deposition is testimony taken under oath before the trial and preserved in writing. Consider that testimony as if it had been given in court.

Authority Iowa R. Civ. P. 1.704, *Farley v. Seiser*, 316 N.W.2d 857 (Iowa 1982)

(See Model Instruction 100.5, Deposition Testimony)

100.6 INTERROGATORIES.

During this trial, you have heard the word 'interrogatory'. An interrogatory is a written question asked by one party of another, who must answer it under oath in writing. Consider interrogatories and the answers to them as if the questions had been asked and answered here in court.

Authority Iowa R. Civ. P. 1.509

(See Model Instruction 100.6, Interrogatories)

100.7 REQUESTS FOR ADMISSIONS.

The PARTIES have served on each other certain written request for the admission of the truth of certain matters of fact. You will regard such matters as being conclusively proved all such matters of fact which were expressly admitted by the PARTY who has made the admission.

Authority Iowa R. Civ. P. 1.510, 1.511

(See Model Instruction 100.7, Requests for Admissions)

100.8 STIPULATED TESTIMONY.

Counsel has stipulated that if Jeffery Steffensmeier and Hal Hardke of Farm Credit were called as a witnesses they would testify as stipulated. Consider stipulated testimony as if it had been given in court.

(See Model Instruction 100.8, Stipulated Testimony)

100.9 CREDIBILITY OF WITNESSES.

You will decide the facts from the evidence. Consider the evidence using your observations, common sense and experience. You must try to reconcile any conflicts in the evidence; but, if you cannot, you will accept the evidence you find more believable. In determining the facts, you may have to decide what testimony you believe. You may believe all, part or none of any witnesses' testimony. There are many factors which you may consider in deciding what testimony to believe, for example:

1. Whether the testimony is reasonable and consistent with other evidence you believe;
2. The witnesses' appearance, conduct, age, intelligence, memory and knowledge of the facts; and,
3. The witnesses' interest in the trial, their motive, candor, bias and prejudice.

Authority *Burger v. Omaha & C.B. St. Ry. Co.*, 139 Iowa 645, 117 N.W.35 (1908)

(See Model Instruction 100.9, Credibility of Witnesses)

100.10 VIEWING.

You have looked at the Getty cattle facility to help you better understand the evidence. You must base your decision only on the evidence admitted in the courtroom as well as the Getty cattle facility.

Authority: Sloan v. City of Des Moines, 205 Iowa 823, 825; 218 N.W. 301, 302.

(See Model Instruction 100.10, Viewing)

100.11 HYPOTHETICAL QUESTION, EXPERT TESTIMONY.

An expert witness was asked to assume certain facts were true and to give an opinion based on that assumption. This is called a hypothetical question. If any fact assumed in the question has not been proved by the evidence, you should decide if that omission affects the value of the opinion.

Authority *Cody v. Toller Drug Co.*, 232 Iowa 475, 5 N.W.2d 824 (1942)

(See Model Instruction 100.11, Hypothetical Question)

100.12 OPINION EVIDENCE, EXPERT WITNESS.

You have heard testimony from persons described as experts. Persons who have become experts in a field because of their education and experience may give their opinion on matters in that field and the reasons for their opinion. Consider expert testimony just like any other testimony. You may accept it or reject it. You may give it as much weight as you think it deserves, considering the witness' education and experience, the reasons given for the opinion, and all the other evidence in the case.

Authority *Crouch v. National Livestock Remedy Co.*, 210 Iowa 849, 231 N.W. 323 (1930).

(See Model Instruction 100.12, Opinion Evidence, Expert)

1420.1 INSURANCE CONTRACT – ESSENTIALS FOR RECOVERY.

The plaintiff must prove all of the following propositions:

1. The Plaintiffs were insured by the Defendant for loss due to theft of cattle on the date of loss (June 18, 2017).

2. The Plaintiffs had paid the premiums within the grace period of the due date for the insurance.

3. The Plaintiffs had a loss by the theft of cattle from their farm which was covered by the insurance policy with the Defendants.

4. The Plaintiffs gave the Defendants a timely proof of loss.

5. The Defendants did not pay the Plaintiffs' claim.

6. The nature and extent of damage.

If the plaintiff has failed to prove any of these propositions, the plaintiff is not entitled to damages. If the plaintiff has proved all of these propositions, the plaintiff is entitled to damages in some amount.

Authority *Watson v. National Sur. Corp.*, 468 N.W.2d 448, 451 (Iowa 1991)
American Guar. & Liability Ins. Co. v. Chandler Mfg. Co., 467 N.W.2d 226 (Iowa 1991).

(See Model Instruction 1420.1, Insurance Contract – Essentials)

100.20 Corporate Party.

The fact that a plaintiff or defendant is a corporation should not affect your decision. All person are equal before the law, and corporations, whether large or small, are entitled to the same fair and conscientious consideration by you as any other person. Comment Note: If scope of employment is an issue, Iowa Civil Jury Instruction 730.1 and 730.2 may be useful.

(See Model Instruction 100.20, Corporate Party)

220.1 Breach Of Contract. (THIS IS AN ALTERNATIVE INSTRUCTION TO 1420.2 ABOVE)

The measure of damages for breach of a contract is an amount that would place James E. Getty and Angela M. Getty in as good a position as they would have enjoyed if the contract had been performed and payment made for the stolen cattle. The damages you award for breach of contract must be foreseeable or have been reasonably foreseen at the time Farm Bureau issued the insurance contract to the Gettys. In your consideration of the damages, you may consider the following:

- (a) The loss of the stolen cattle;
- (b) The additional funds that the Gettys borrowed from their retirement plans to pay Farm Credit for the loan on the cattle;
- (c) The additional funds that the Gettys borrowed or paid from other sources to satisfy Farm Credit when Farm Bureau failed to pay for the stolen cattle;
- (d) The additional interest rate differential that the Gettys had to pay over the interest rate they were paying to Farm Credit before the cattle theft;
- (e) The loss the Gettys sustained when they were forced to sell the remaining cattle at a loss in order to satisfy the loans at Farm Credit; and
- (f) Any and all other damages that can be directly tied to the failure by Farm Bureau to pay the claim for the stolen cattle.

Authority: *Yost v. City of Council Bluffs*, 471 N.W. 2nd 836 (Iowa 1991) *Air Host Cedar Rapids v. Airport Commission*, 464 N.W. 2nd 450 (Iowa 1990) *Hoffman v. National Medical Enterprises, Inc.*, 442 N.W. 2nd 123 (Iowa 1989) *Potter v. Oster*, 426 N.W. 2nd 148 (Iowa 1988) *Ritam Corporation v. Applied Concepts, Inc.*, 387 N.W. 2nd 619 (Iowa App. 1986).

Comment Note: Instructions 220.1 and 220.2 are alternative instructions. The proper instruction in a given case will depend on the evidence.

(See Model Instruction 220.1 – Breach of Contract)

220.2 Breach Of Contract. (THIS IS AN ALTERNATIVE INSTRUCTION TO 1420.2 ABOVE)

The measure of damages for breach of contract is an amount that will reimburse James E. Getty and Angela M. Getty for the loss caused by their reliance on the contract with Farm Bureau and will place them in as good a position as if the breach had not occurred. The damages you award for breach of contract must be foreseeable or have been reasonably foreseen at the time the [parties entered into the insurance contract. In your consideration of the damages, you may consider the following:

- (a) The loss of the stolen cattle;
- (b) The additional funds that the Gettys borrowed from their retirement plans to pay Farm Credit for the loan on the cattle;
- (c) The additional funds that the Gettys borrowed or otherwise used to satisfy Farm Credit when Farm Bureau failed to pay for the stolen cattle;
- (d) The additional interest rate differential that the Gettys had to pay over the interest rate they were paying to Farm Credit before the cattle theft;
- (e) The loss the Gettys sustained when they were forced to sell the remaining cattle at a loss in order to satisfy the loans at Farm Credit; and
- (f) Any and all other damages that can be directly tied to the failure by Farm Bureau to pay the claim for the stolen cattle.

Authority: *Potter v. Oster*, 426 N.W. 2nd 148 (Iowa 1988) *Cornell v. Wunchel*, 408 N.W. 2nd (Iowa 1987) Comment Note: Instructions 220.1 and 220.2 are alternative instructions. The proper instruction in a given case will depend on the evidence.

(See Model Instruction 220.2 – Breach of Contract)

2400.6 Breach - Definition. (THIS IS AN ALTERNATIVE INSTRUCTION TO 1420.2 ABOVE)

A breach of the contract occurs when a party fails to perform a term of the contract.

Authority Metropolitan Transfer Station, Inc. v. Design Structures, Inc., 328 N.W.2d 532 (Iowa App. 1982) Sheer Const., Inc. v. W. Hodgman and Sons, Inc., 326 N.W.2d 328 (Iowa 1982)

(See Model Instruction 2400.6 -Breach Definition)

1410.1 First-Party Bad Faith-Essentials For Recovery.

The plaintiff must prove all of the following propositions:

1. The defendant, Farm Bureau denied the claim of the Plaintiffs, James E. Getty and Angela M. Getty.
2. There was no reasonable basis for denying the claim.
3. The defendant knew or had reason to know that there was no reasonable basis for denying the claim.
4. The denial of the claim was a cause of damage to the plaintiff.
5. The nature and extent of damage.

If the plaintiff has proved all of these propositions, the plaintiff is entitled to damages in some amount.

Authority: *Seastrom v. Farm Bureau Life Ins.*, 601 N.W.2d 339 (Iowa 1999) *Boylan v. American Motors, Inc.*, 489 N.W.2d 742 (Iowa 1992) *North Iowa State Bank v. Allied Mut. Ins. Co.*, 471 N.W.2d 824, 829 (Iowa 1991) *Kiner v. Reliance Ins. Co.*, 463 N.W.2d 9 (Iowa 1990) *Dolan v. Aid Ins. Co.*, 431 N.W.2d 790 (Iowa 1988) *Thompson v. Kaczinski*, 774 N.W. 2d 829, 836-39 (Iowa 2009) (causation)

(See Model Instruction 1410.1-First Party Bad Faith)

1200.1 Intentional Interference With Contract - Essentials For Recovery.

Mr. and Mrs. Getty must prove all of the following propositions:

1. The Gettys had a contract with Farm Credit Services of America.
2. Farm Bureau knew of the contract.
3. The Farm Bureau intentionally and improperly interfered with the contract between the Gettys and Farm Credit Services of America in one or more of the following ways:
 - (a) either by Farm Bureau failing to pay the Gettys for the stolen cattle so the Gettys could, in turn, pay Farm Credit Services of America;
OR
 - (b) Farm Bureau sending a Notice of Termination of insurance to Farm Credit Services of America in an improper manner.
4. And Either:
 - (a) The interference by Farm Bureau caused the Gettys to be unable to pay Farm Credit Services of America for the stolen cattle that were collateral for a loan from Farm Credit;
OR
 - (b) The interference caused the Gettys' performance of the contract with Farm Credit Services of America to be more burdensome or expensive.
5. The nature and amount of damage.

If the plaintiff has failed to prove any one or more of these propositions, the plaintiff is not entitled to damages. If the plaintiff has proved all of these propositions, the plaintiff is entitled to damages in some amount.

Authority: *Revere Transducers, Inc. v. Deere & Co.*, 595 N.W.2d 751 (Iowa 1999) *Financial Marketing Services, Inc., v. Hawkeye Bank*, 588 N.W.2d 450 (Iowa 1999) *Nesler v. Fisher and Company, Inc.*, 452 N.W.2d 191 (Iowa 1990) *Wolfe v. Graether*, 389 N.W.2d 643 (Iowa 1986)

(See Model Instruction 1200.1 Intentional Interference)

1200.3 Interference With Contract - Definition Of Contract.

A contract is an agreement between two or more persons to do or not to do something.

Authority: Compiano v. Kuntz, 226 N.W.2d 245 (Iowa 1975) Restatement (Second) of Torts, Section 766.

(See Model Instruction 1200.3 Contract Definition)

1200.4 Interference With Contract - Knowledge.

The Farm Bureau “knew” of the contract if Farm Bureau either had actual knowledge of the contract between the Gettys and Farm Credit Services of America or else had knowledge of facts which, if followed by reasonable inquiry, would have led to disclosure of the contract between the Gettys and Farm Credit.

Authority: Revere Transducers, Inc. v. Deere & Co., 595 N.W.2d 751, 764 (Iowa 1999)

(See Model Instruction 1200.4 Knowledge)

1200.6 Intentional Interference.

A defendant's interference with a contract is intentional if the defendant either interferes with the contract on purpose or knows the conduct is substantially certain to interfere with the contract.

Authority: Restatement (Second) of Torts, Section 766, comment j.

(See Model Instruction 1200.6 Intentional Interference)

220.1 Breach Of Contract Damages, Bad Faith, and/or Tortious Interference.

The measure of damages for breach of a contract, and/or bad faith, and/or tortious interference is an amount that would place Mr. and Mrs. Getty in as good a position as they would have enjoyed if the contract had been performed. The damages you award for breach of contract must be foreseeable or have been reasonably foreseen at the time the parties entered into the contract. In your consideration of the damages, you may consider the following:

- a. The loss of the cattle that were stolen, plus interest;
- b. The diminished value of the cattle and crops the Gettys were forced to sell when Farm Credit Services of America required that the Gettys liquidate the remaining cattle that they owned, plus interest;
- c. The value of the crop insurance that the Gettys were required to pay to Farm Credit Services of America on the loan balance instead of using those funds for the reduction of other loans and/or obligations, plus interest;
- d. The value of the dividends that the Gettys were required to pay to Farm Credit Services of America on the loan balance instead of using those funds for the reduction of other loans and/or obligations, plus interest;
- e. The funds borrowed against the retirement plans of James Getty and Angela that the Gettys were required to pay to Farm Credit Services of America on the loan balance instead of using those funds for the reduction of other loans and/or obligations, plus interest;
- f. The funds borrowed against the retirement plan of Angela Getty that the Gettys were required to pay to Farm Credit Services of America on the loan balance instead of using those funds for the reduction of other loans and/or obligations, plus interest;
- g. The additional funds that the Gettys were able to find and that the Gettys were required to pay to Farm Credit Services of America on the loan balance instead of using those funds for the reduction of other loans and/or obligations, plus interest;

Authority Yost v. City of Council Bluffs, 471 N.W. 2nd 836 (Iowa 1991) Air Host Cedar Rapids v. Airport Commission, 464 N.W. 2nd 450 (Iowa 1990) Hoffman v. National Medical Enterprises, Inc., 442 N.W. 2nd 123 (Iowa 1989) Potter v. Oster, 426 N.W. 2nd 148 (Iowa 1988) Ritam Corporation v. Applied Concepts, Inc., 387 N.W. 2nd 619 (Iowa App. 1986)

(See Model Instruction 220.1 Damages)

210.1 Punitive Damages.

Punitive damages may be awarded if the plaintiff has proven by a preponderance of clear, convincing and satisfactory evidence the defendant's conduct constituted a willful and wanton disregard for the rights of Mr. and Mrs. Getty and caused actual damage to them. Punitive damages are not intended to compensate for injury but are allowed to punish and discourage the defendant and others from like conduct in the future. You may award punitive damages only if the defendant's conduct warrants a penalty in addition to the amount you award to compensate for plaintiff's actual injuries.

There is no exact rule to determine the amount of punitive damages, if any, you should award. You may consider the following factors:

1. The nature of defendant's conduct that harmed the plaintiff.
2. The amount of punitive damages which will punish and discourage like conduct by the defendant. You may consider the defendant's financial condition or ability to pay. You may not, however, award punitive damages solely because of the defendant's wealth or ability to pay.
3. The plaintiff's actual damages. The amount awarded for punitive damages must be reasonably related to the amount of actual damages you award to the plaintiff.
4. The existence and frequency of prior similar conduct.

Authority: Iowa Code section 668A.1 *Philip Morris USA v. Williams*, 127 S.Ct. 1057 (2007) *State Farm Mutual Auto Ins. Co. v. Campbell*, 123 S.Ct. 1513, 155 L.Ed.2d 585 (2003) *Larson v. Great West Cas. Co.*, 482 N.W.2d 170 (Iowa App. 1992) *Suss v. Schammel*, 375 N.W.2d 252 (Iowa 1985) *Nelson v. Restaurants of Iowa, Inc.*, 338 N.W.2d 881 (Iowa 1983)

(See Model Instruction 210.1. Punitive Damages)

100.18 General Instruction To The Jury.

Upon retiring you shall select a foreman or forewoman. It will be his or her duty to see discussion is carried on in an orderly fashion, the issues are fully and freely discussed, and each juror is given an opportunity to express his or her views. Your attitude at the beginning of your deliberations is important. It is not a good idea for you to take a position before thoroughly discussing the case with the other jurors. If you do this, individual pride may become involved and you may later hesitate to change an announced position even if shown it may be incorrect. Remember you are not partisans or advocates, but are judges - judges of the facts. Your sole interest is to find the truth and do justice.

(See Model Instruction 100.18 - General)

100.21 Cautionary Instruction - Juror's Notes.

During the trial, you have been allowed to take notes. You may take these with you to the jury room to use in your deliberations. Remember, these are notes and not evidence. Generally, they reflect the recollection or impressions of the evidence as viewed by the person taking them, and may be inaccurate or incomplete. Upon reaching a verdict, leave the notes in the jury room and they will be destroyed.

Authority: Iowa R. Civ. P. 1.926 (1)

(See Model Instruction 100.21 – Juror Notes)

100.23 Use of Electronic Devices.

You may not communicate about this case before reaching your verdict. This includes cell phones, and electronic media such as text messages, Facebook, MySpace, LinkedIn, YouTube, Twitter, email, etc. Do not do any research or make any investigation about this case on your own. Do not visit or view any place discussed in this case, and do not use Internet maps or Google Earth or any other program or device to search for or to view any place discussed in the testimony. Also, do not research any information about this case, the law, or the people involved, including the parties, the witnesses, the lawyers, or the judge. This includes using the Internet to research events or people referenced in the trial. This case will be tried on evidence presented in the courtroom. If you conduct independent research, you will be relying on matters not presented in court. The parties have a right to have this case decided on the evidence they know about and that has been introduced here in court. If you do some research or investigation or experiment that we do not know about, then your verdict may be influenced by inaccurate, incomplete or misleading information that has not been tested by the trial process, including the oath to tell the truth and by cross-examination. All of the parties are entitled to a fair trial, rendered by an impartial jury, and you must conduct yourself so as to maintain the integrity of the trial process. If you decide a case based on information not presented in court, you will have denied the parties a fair trial in accordance with the rules of this state and you will have done an injustice. It is very important that you abide by these rules. Failure to follow these instructions may result in the case having to be retried and could result in you being held in contempt and punished. It is important that we have your full and undivided attention during this trial.

(See Model Instruction 100.23 – Outside Matters.)

300.1 Return Of Verdict - Forms Of Verdict.

I am giving you _____ verdict forms and special questions. During the first six hours of deliberations, excluding meals and recesses outside your jury room, your decision must be unanimous. If you all agree, the verdict and answers to questions must be signed by your foreman or forewoman. After deliberating for six hours from _____ o'clock _____.m. excluding meals or recesses outside your jury room, then it is necessary that only (seven) (six)* of you agree upon the answers to the questions. In that case, the verdict [and questions] must be signed by all seven jurors who agree. When you have agreed upon the verdict and answers to questions and appropriately signed it, tell the Court Attendant.

(See Model Instruction 300.1 – Return of Verdict.)

Special Interrogatory No. ____1____ To the Jury:

Did the Defendants, Farm Bureau Property & Casualty and Farm Bureau Financial Services breach their contract of insurance with James E. Getty and Angela M. Getty?

ANSWER: ____ YES
 ____ NO

If the Answer is yes, go to the next Interrogatory No. ____2____, and indicate the amount of damages. If the answer is No, go to Interrogatory No. ____3____.

Special Interrogatory No. ____2____ To the Jury:

We, the Jury, find in favor of the plaintiff and fix the amount of his recovery against the defendant at dollars set forth below. As a result of the breach of contract by Farm Bureau Property & Casualty and Farm Bureau Financial Services, the following are the damages that we find should be paid to James E. Getty and Angela M. Getty, in each category identified:

Loss of Stolen Cattle	\$ _____
Crop Insurance Paid to Farm Credit	\$ _____
Soy Bean Sale Paid to Farm Credit	\$ _____
Dividend Paid to Farm Credit	\$ _____
Loss on Cattle Sold Prematurely	\$ _____
Funds Borrowed from J.G. Retirement	\$ _____
Funds Borrowed from A.G. Retirement	\$ _____
Other Funds Losses Sustained by Gettys	\$ _____

You may now go to Special Interrogatory No. ____3____

Special Interrogatory No. ___3___ To the Jury:

Did the Defendants, Farm Bureau Property & Casualty and Farm Bureau Financial Services engage in bad faith relative to the insurance contract it had with James E. Getty and Angela M. Getty?

ANSWER: ___ YES
 ___ NO

If the Answer is yes, go to the next Interrogatory No. ___4___, and indicate the amount of damages. If the answer is No, go to Interrogatory No. ___5___.

Special Interrogatory No. ___4___ To the Jury:

We, the Jury, find in favor of the plaintiff and fix the amount of his recovery against the defendant at dollars set forth below. As a result of the first party bad faith by Farm Bureau Property & Casualty and Farm Bureau Financial Services, the following are the damages that we find should be paid to James E. Getty and Angela M. Getty, in each category identified:

Loss on cattle liquidated	\$ _____
Crop Insurance Paid to Farm Credit	\$ _____
Soy Bean Sale Paid to Farm Credit	\$ _____
Dividend Paid to Farm Credit	\$ _____
Loss on Cattle Sold Prematurely	\$ _____
Funds Borrowed from J.G. Retirement	\$ _____
Funds Borrowed from A.G. Retirement	\$ _____
Other Funds Losses Sustained by Gettys	\$ _____

You may now go to Special Interrogatory No. ___5___

Special Interrogatory No. ___5___ To the Jury:

Did the Defendants, Farm Bureau Property & Casualty and Farm Bureau Financial Services engage in tortious interference in regard to the banking contract that James E. Getty and Angela M. Getty had with Farm Credit Services of America?

ANSWER: ___ YES
 ___ NO

If the Answer is yes, go to the next Interrogatory No. ___6___, and indicate the amount of damages. If the answer is No, go to Interrogatory No. ___7___.

Special Interrogatory No. ___6___ To the Jury:

We, the Jury, find in favor of the plaintiff and fix the amount of his recovery against the defendant at dollars set forth below. As a result of the tortious interference by Farm Bureau Property & Casualty and Farm Bureau Financial Services in regard to the Gettys' relationship with Farm Credit Services, the following are the damages that we find should be paid to James E. Getty and Angela M. Getty, in each category identified:

Loss on cattle liquidated	\$ _____
Crop Insurance Paid to Farm Credit	\$ _____
Soy Bean Sale Paid to Farm Credit	\$ _____
Dividend Paid to Farm Credit	\$ _____
Loss on Cattle Sold Prematurely	\$ _____
Funds Borrowed from J.G. Retirement	\$ _____
Funds Borrowed from A.G. Retirement	\$ _____
Other Funds Losses Sustained by Gettys	\$ _____

210.2 Special Interrogatories - Punitive Damages.

Special Interrogatory No. ___7___ To the Jury:

Do you find by a preponderance of clear, convincing and satisfactory evidence the conduct of the defendant constituted willful and wanton disregard for the rights or safety of another?

ANSWER ___ YES
 ___ NO

If your answer to Special Interrogatory No. 7 is "Yes" go to Question 8 and 9. If your answer to Special Interrogatory 7 is "No" you do not need to answer Special Interrogatory 8 and 9.

Special Interrogatory No. ___8___ To the Jury:

What amount of punitive damages, if any, do you award?

ANSWER: \$ _____

If your answer to Special Interrogatory 8 is "None" do not answer Special Interrogatory No. 9.

Special Interrogatory No. ___9___ To the Jury:

Was the conduct of the Defendant, Farm Bureau directed specifically at James and Angela Getty?

ANSWER ___ YES
 ___ NO

Authority Iowa Code section 668A.1

300.2 JAMES E. GETTY and ANGELLA GETTY vs FARM BUREAU PTOPERTY &
CASUALTY COMPANY and FARM BUREAU FINANCIAL SERVICES

VERDICT NO. _____ We, the Jury, find in favor of the Plaintiffs and fix the amount
of their recovery against the Defendants at the amounts set forth above.

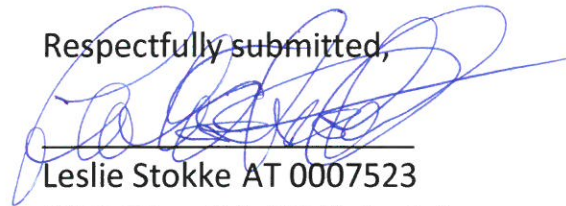
_____ FOREMAN OR FOREWOMAN (To be
signed only if verdict is unanimous).

_____	_____	Juror
_____	_____	Juror**
_____	_____	Juror**
_____	_____	Juror**
_____	_____	Juror**
_____	_____	Juror**
_____	_____	Juror**

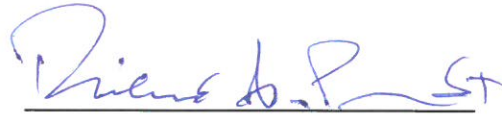
**To be signed by the jurors agreeing thereto after six hours or more of
deliberation.

WHEREFORE, the Plaintiffs, James E. Getty and Angela M. Getty, by and through
legal counsel, do hereby submit the above Proposed Jury Instructions in the above
captioned cause.

Respectfully submitted,



Leslie Stokke AT 0007523
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A handwritten signature in blue ink, appearing to read "Richard A. Pundt", with a stylized flourish at the end.

Richard A. Pundt AT 0006468
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