

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

RICHARD BALDWIN,

Plaintiff,

vs.

ATHENE ANNUITY AND LIFE
COMPANY, an Iowa corporation, a/k/a MLS
IOWA ATHENE, f/k/a AVIVA LIFE AND
ANNUITY,

Defendants.

LAW NO. CVCV054026

**DEFENDANT'S REQUESTED
JURY INSTRUCTIONS**

Defendant Athene Annuity and Life Company ("Athene") hereby submits to the Court its requested jury instructions, numbered 1 through 48, and requests the Court submit the same to the jury. Athene reserves the right to submit additional instructions or modify or withdraw these requested instructions based upon the Court's ruling on the pending Motion for Summary Judgment, the evidence and the Court's rulings during trial.

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ATTORNEYS FOR ATHENE ANNUITY
AND LIFE COMPANY

CERTIFICATE OF SERVICE

I hereby certify that on January 23, 2019, I electronically filed the foregoing with the Clerk of the Court using the Iowa Electronic Document Management System, which will send notification of such filing to the counsel below:

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ATTORNEYS FOR PLAINTIFF

/s/ Michael W. Thrall

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GENERAL INSTRUCTIONS

REQUESTED INSTRUCTIONS NO. 1-15

Defendant requests that the following Iowa Civil Jury Instructions (June 2018) be given to the jury:

1. Iowa Civil Jury Instruction No. 100.2 (June 2018)
2. Iowa Civil Jury Instruction No. 100.3 (June 2018)
3. Iowa Civil Jury Instruction No. 100.4 (June 2018)
4. Iowa Civil Jury Instruction No. 100.5 (June 2018)
5. Iowa Civil Jury Instruction No. 100.9 (June 2018)
6. Iowa Civil Jury Instruction No. 100.12 (June 2018)
7. Iowa Civil Jury Instruction No. 100.15 (June 2018)
8. Iowa Civil Jury Instruction No. 100.16 (June 2018)
9. Iowa Civil Jury Instruction No. 100.18 (June 2018)
10. Iowa Civil Jury Instruction No. 100.19 (June 2018)
11. Iowa Civil Jury Instruction No. 100.20 (June 2018)
12. Iowa Civil Jury Instruction No. 100.21 (June 2018)
13. Iowa Civil Jury Instruction No. 100.23 (June 2018)
14. Iowa Civil Jury Instruction No. 200.38 (June 2018)
15. Iowa Civil Jury Instruction No. 300.1 (June 2018)

REQUESTED INSTRUCTION NO. 16

Members of the Jury: Plaintiff Richard Baldwin was an independent producer for Defendant Athene Annuity and Life Company (known at that time as Aviva Life and Annuity Company) and other insurance companies in Utah and other states. In 2012, after an investigation into Plaintiff's activities, Defendant terminated its contract with Plaintiff "for cause." Athene was required by law to report the termination for cause to the Utah Department of Insurance and the insurance departments of other states in which Plaintiff was licensed and did so. Athene also made a fraud report to the National Association of Insurance Commissioners.

The Fraud Division of the Utah Department of Insurance received the reports and conducted an investigation. At the completion of the Utah Department of Insurance's investigation, the Utah Attorney General commenced a criminal prosecution of Plaintiff in Utah. The criminal case was subsequently dismissed although the Utah Attorney General reserved the right to re-file the charges.

Plaintiff alleges that Defendant's actions in making the reports to the Utah Department of Insurance and National Association of Insurance Commissioners constitutes malicious prosecution and/or intentional interference with prospective business relations. Plaintiff also alleges that Defendant unlawfully used personal identification information, including his full name and social security number in 2012 and 2016.

Defendant denies Plaintiff's allegations and further claims that it was required by law to report its termination of Plaintiff and its actions were therefore privileged, justified, or otherwise not actionable.

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.

Authority

Iowa Civil Jury Instruction No. 100.1 (June 2018) (modified for the facts and claims in this case)

MALICIOUS PROSECUTION – UTAH

REQUESTED INSTRUCTION NO. 17

"Malicious prosecution" means causing an unsuccessful criminal proceeding with malice and without probable cause. The plaintiff must prove all of the following propositions:

1. The defendant initiated or procured the initiation of criminal proceedings against an innocent plaintiff;
2. Absence of probable cause for the proceeding;
3. The defendant initiated proceedings for some reason other than the procurement of justice;
4. The proceedings terminated in favor of the accused;
5. The prosecution was a cause of plaintiff's damage; and,
6. The amount 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

Neff v. Neff, 247 P.3d 380, 394 (Utah 2011)

REQUESTED INSTRUCTION NO. 18

A party initiates a criminal proceeding if it was “actively instrumental in putting the law in force.”

Merely providing information that a third party uses to initiate criminal proceedings against a defendant does not constitute the “initiation” or “procurement” of criminal proceedings.

A person does not cause a prosecution when the decision to file charges is left to the uncontrolled choice of another person.

When a person gives information to a prosecutor or official he or she believes to be true and the person receiving the information freely chooses to file charges based upon that information, the informer is not liable even though the information proves to be false and his or her belief was one that a reasonable person would not believe.

Authority

Callioux v. Progressive Ins. Co., 745 P.2d 838, 843 (Utah Ct. App. 1987)
Tweed v. Bertram, No. 2:02-CV-161TC, 2003 WL 26098341, at *13 (D. Utah Sept. 8, 2003)
Amica Mut. Ins. Co. v. Schettler, 768 P.2d 950, 959 (Utah Ct. App. 1989)

REQUESTED INSTRUCTION NO. 19

In determining whether an individual caused a prosecution you may consider whether the prosecutor or other state official conducted their own separate investigation of the person's conduct before filing criminal charges and the nature and scope of the investigation conducted by the prosecutor or other state official. If the prosecutor or other state official chooses to file charges based upon the information obtained in their own separate investigation of the person's conduct, an individual did not cause a prosecution.

Authority

Callioux v. Progressive Ins. Co., 745 P.2d 838, 843 (Utah Ct. App. 1987)
Linn v. Montgomery, 903 N.W.2d 337, 346–47 (Iowa 2017)

REQUESTED INSTRUCTION NO. 20

Probable cause exists when a person has a reasonable basis for believing the accusation and subjectively believes the accusation to be true.

Probable cause does not require absolute certainty or proof beyond a reasonable doubt. It is to be determined by the factual and practical considerations of everyday life on which reasonable and careful persons not legal experts act.

Authority

Hodges v. Gibson Prod. Co., 811 P.2d 151, 158 (Utah 1991).

REQUESTED INSTRUCTION NO. 21

You may consider the fact that the Utah District Court found there was probable cause to proceed with the criminal prosecution of Plaintiff as evidence of the existence of probable cause but are not bound by that determination.

Authority

Ford v. State of Utah, 199 P.2d 892, 896 (Utah 2008)

Callioux v. Progressive Ins. Co., 745 P.2d 838, 843 (Utah Ct. App. 1987).

REQUESTED INSTRUCTION NO. 22

Defendant, as an insurance company regulated by the state of Utah, was required to report its termination of Plaintiff electronically to the Utah Department of Insurance using SIRCON or the National Insurance Producer Registry (“NIPR”). Where the termination is “for cause” an insurance company must notify the Utah Department of Insurance using SIRCON or NIPR and also send information to the Department via facsimile or as a PDF attachment to an email that the termination was for cause and providing the specific circumstances causing the termination for cause.

A person, insurer, or authorized agency is immune from civil action, civil penalty, or damages when in good faith that person, insurer, or authorized agency:

1. cooperates with a department of insurance or a division of the department, a federal, state, or government agency established to detect and prevent insurance fraud, or a nonprofit organization established to detect and prevent insurance fraud;
2. furnishes evidence to the department of insurance or a division of the department, a federal, state, or government agency established to detect and prevent insurance fraud, or a nonprofit organization established to detect and prevent insurance fraud;
3. provides information regarding a suspected fraudulent insurance act to a department of insurance or a division of the department, a federal, state, or government agency established to detect and prevent insurance fraud, or a nonprofit organization established to detect and prevent insurance fraud; or,
4. submits a required report to the department of insurance.

Authority

Utah Code Ann. § 31A-31-105 (2019)
Utah Admin. Code R590-244-9 (2012)

MALICIOUS PROSECUTION – IOWA

REQUESTED INSTRUCTION NO. 23

"Malicious prosecution" means causing an unsuccessful criminal proceeding with malice and without probable cause. The plaintiff must prove all of the following propositions:

7. Plaintiff was prosecuted in a criminal proceeding in *State of Utah v. Richard Rex Baldwin*, Case No. 1319111851 (Third District Court of the State of Utah);
8. The defendant caused that prosecution;
9. The prosecution ended favorably for the plaintiff;
10. The defendant acted without probable cause;
11. The defendant acted with malice;
12. The prosecution was a cause of plaintiff's damage; and,
13. The amount 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. If the plaintiff has proved all of these propositions, then you will consider the defense of immunity as explained in Instruction No. ____.

Authority

Iowa Civil Jury Instruction No. 2200.1 (June 2018)

REQUESTED INSTRUCTION NO. 24

A person who does not personally file criminal charges may cause them to be started in one of two ways: (1) By convincing a third person, either a private person or a public prosecutor, to file the charge; or (2) By convincing a public official to file them.

A person does not cause a prosecution when the decision to file charges is left to the uncontrolled choice of another person.

When a person gives information to a prosecutor or official he or she believes to be true and the person receiving the information freely chooses to file charges based upon that information, the informer is not liable even though the information proves to be false and his or her belief was one that a reasonable person would not believe.

You may conclude a person caused the prosecution if that person caused the filing of charges by either giving information which he or she knew to be false to a prosecutor or public official or influenced the prosecutor or public official by direction, request or pressure of any kind so that the person's conduct was the determining factor in the decision to file the charges.

Authority

Iowa Civil Jury Instruction No. 2200.2 (June 2018)

REQUESTED INSTRUCTION NO. 25

In determining whether an individual caused a prosecution you may consider whether the prosecutor or other state official conducted their own separate investigation of the person's conduct before filing criminal charges and the nature and scope of the investigation conducted by the prosecutor or other state official. If the prosecutor or other state official chooses to file charges based upon the information obtained in their own separate investigation of the person's conduct, an individual did not cause a prosecution.

Authority

Linn v. Montgomery, 903 N.W.2d 337, 346–47 (Iowa 2017)

REQUESTED INSTRUCTION NO. 26

Probable cause for filing a criminal charge means having a reasonable ground. Probable cause exists where the defendant knew enough about the facts and circumstances and had reasonable trustworthy information, including what someone else told him or her so that a reasonable person would believe that the plaintiff was guilty of the crime charged.

Probable cause does not require absolute certainty or proof beyond a reasonable doubt. It is to be determined by the factual and practical considerations of everyday life on which reasonable and careful persons not legal experts act.

Authority

Iowa Civil Jury Instruction No. 2200.3 (June 2018)

REQUESTED INSTRUCTION NO. 27

You may consider the fact that the Utah District Court found there was probable cause to proceed with the criminal prosecution of Plaintiff as evidence of the existence of probable cause but are not bound by that determination.

Authority

Ford v. State of Utah, 199 P.2d 892, 896 (Utah 2008)

Callioux v. Progressive Ins. Co., 745 P.2d 838, 843 (Utah Ct. App. 1987).

REQUESTED INSTRUCTION NO. 28

An act is "malicious" when the main reason for the act was ill-will, hatred or other wrongful purpose. If you find the defendant's act was intentional and without probable cause or excuse, then you may conclude the act was done with ill-will, hatred or other wrongful purpose.

Authority

Iowa Civil Jury Instruction No. 2200.6 (June 2018)

REQUESTED INSTRUCTION NO. 29

Defendant, as an insurance company regulated by the state of Utah, was required to report its termination of Plaintiff electronically to the Utah Department of Insurance using SIRCON or the National Insurance Producer Registry (“NIPR”). Where the termination is “for cause” an insurance company must notify the Utah Department of Insurance using SIRCON or NIPR and also send information to the Department via facsimile or as a PDF attachment to an email that the termination was for cause and providing the specific circumstances causing the termination for cause.

A person acting without malice, fraudulent intent, or bad faith is not liable civilly as a result of filing a report or furnishing, orally or in writing, other information concerning alleged acts, if the report or information is provided to or received from any of the following law enforcement officials, their agents and employees or the National Association of Insurance Commissioners, the insurance division, a federal or state governmental agency or bureau established to detect and prevent fraudulent insurance acts, or any other organization established for such purpose, and their agents, employees, or designees.

Authority

Iowa Code Ann. § 507E.7 (2019)
Utah Admin. Code R590-244-9 (2012)

**INTENTIONAL INTERFERENCE WITH
PROSPECTIVE BUSINESS ADVANTAGE – UTAH**

REQUESTED INSTRUCTION NO. 30

Plaintiff claims that Defendant intentionally interfered with Plaintiff's economic relations. To award damages for this claim, Plaintiff must prove:

1. That Defendant intentionally interfered with a potential economic relationship that Plaintiff had;
2. That Defendant did so by improper means;
3. That Defendant's interference caused harm to Plaintiff; and,
4. The nature and amount 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. If the plaintiff has proved all of these propositions, then you will consider the defense of privilege and immunity as explained in Instructions No. ____.

Authority

Model Utah Jury Instruction No. CV1401 (2d ed. 2019)¹

¹ The Model Utah Jury Instructions (Second Edition) may be found at <https://www.utcourts.gov/resources/muji/>.

REQUESTED INSTRUCTION NO. 31

An economic relationship exists when Plaintiff has a reasonable expectation of economic benefit from his relationship with one or more third parties. This expectation must be present at the time of the interference.

An economic relationship can be based upon an existing contract but does not have to be. It is enough if you find that there were either dealings or a course of conduct between Plaintiff and [name of third party] from which Plaintiff had a reasonable expectation of economic benefit. The expected benefit must be likely to occur but does not have to be a certainty.

Authority

Model Utah Jury Instruction No. CV1402 (2d ed. 2019)

REQUESTED INSTRUCTION NO. 32

You must next determine whether Defendant intentionally interfered with Plaintiff's potential economic relationship. For Defendant to have intentionally interfered with an existing or potential economic relationship of Plaintiff, Defendant must have:

1. acted for the purpose of interfering with that relationship or
2. acted knowing that the interference was substantially certain to occur as a result of its actions.

Authority

Model Utah Jury Instruction No. CV1403 (2d ed. 2019)

REQUESTED INSTRUCTION NO. 33

The second element of Plaintiff's claim is that Defendant interfered with Plaintiff's existing or potential economic relations by improper means. "Improper means" is defined as action that was contrary to law or violated an established standard of a trade or profession. Plaintiff claims the improper means were reporting its termination of Plaintiff for cause and/or making a fraud report to the National Association of Insurance Commissioners.

Authority

Model Utah Jury Instruction No. CV1404 (2d ed. 2019)

REQUESTED INSTRUCTION NO. 34

Defendant claims that its actions in interfering with Plaintiff's economic relations were privileged. Defendant claims that its conduct was privileged because it was entitled to terminate its business relationship with Plaintiff and statutorily required to report that termination to the Utah Department of Insurance. To the extent you find Defendant's actions were subject to a privilege, you cannot find those actions to be an "improper means."

Authority

Model Utah Jury Instruction No. CV1405 (2d ed. 2019)

REQUESTED INSTRUCTION NO. 35

Plaintiff and Defendant entered into an Independent Producer Agreement. The Agreement provided that Defendant could terminate the parties' relationship at any time without cause and could terminate the parties' relationship with cause if Plaintiff:

1. Subjects Defendant to a liability;
2. Fails to comply with the laws, rules, or regulations of any federal, state or other governmental agency or body having jurisdiction over Plaintiff or Defendant, or with Defendant's rules and operating procedures, including without limitation those rules and procedures set forth in Defendant's Compliance Guide and OFAC and AML policies and procedures;
3. Commits a material breach of the Agreement;
4. Commits any fraud or material misrepresentation of fact including but not limited to misrepresentation of any fact on the application for the Agreement; or,
5. Engages directly or indirectly in rebating of commissions payable or paid in connection with the purchase of insurance contracts.

The termination by Defendant of its relationship pursuant to the terms of the Independent Producer Agreement is not improper interference.

REQUESTED INSTRUCTION NO. 36

Defendant, as an insurance company regulated by the state of Utah, was required to report its termination of Plaintiff electronically to the Utah Department of Insurance using SIRCON or the National Insurance Producer Registry (“NIPR”). Where the termination is “for cause” an insurance company must notify the Utah Department of Insurance using SIRCON or NIPR and also send information to the Department via facsimile or as a PDF attachment to an email that the termination was for cause and providing the specific circumstances causing the termination for cause.

A person, insurer, or authorized agency is immune from civil action, civil penalty, or damages when in good faith that person, insurer, or authorized agency:

5. cooperates with a department of insurance or a division of the department, a federal, state, or government agency established to detect and prevent insurance fraud, or a nonprofit organization established to detect and prevent insurance fraud;
6. furnishes evidence to the department of insurance or a division of the department, a federal, state, or government agency established to detect and prevent insurance fraud, or a nonprofit organization established to detect and prevent insurance fraud;
7. provides information regarding a suspected fraudulent insurance act to a department of insurance or a division of the department, a federal, state, or government agency established to detect and prevent insurance fraud, or a nonprofit organization established to detect and prevent insurance fraud; or,
8. submits a required report to the department of insurance.

Authority

Utah Code Ann. § 31A-31-105 (2019)
Utah Admin. Code R590-244-9 (2012)

REQUESTED INSTRUCTION NO. 37

If you find that Defendant intentionally interfered with Plaintiff's economic relations, then you should award Plaintiff damages that will reasonably compensate for any harm Plaintiff has suffered because of the interference with economic relations.

Plaintiff can only recover damages if the damages are caused by conduct of Defendant that you find was improper. Plaintiff cannot recover damages caused by his criminal prosecution. Similarly, Plaintiff cannot recover damages caused by his termination by Defendant or for other reasons.

Authority

Model Utah Jury Instruction No. CV1406 (2d ed. 2019) (first paragraph)

**INTENTIONAL INTERFERENCE WITH
PROSPECTIVE BUSINESS ADVANTAGE – IOWA**

REQUESTED INSTRUCTION NO. 38

To recover on his claim of intentional interference with prospective business advantage, Plaintiff must prove all of the following propositions:

5. The plaintiff has a prospective business relationship with (name of third person);
6. The defendant knew of the prospective relationship;
7. The defendant intentionally and improperly interfered with the relationship by reporting its termination of Plaintiff for cause and/or making a fraud report to the National Association of Insurance Commissioners;
8. The interference caused (name of third person) not to enter the relationship or prevented the plaintiff from entering the relationship; and,
9. The nature and amount 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. If the plaintiff has proved all of these propositions, then you will consider the defense of justification and immunity as explained in Instructions No. ____.

Authority

Iowa Civil Jury Instruction No. 1200.2 (June 2018)

REQUESTED INSTRUCTION NO. 39

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

Authority

Iowa Civil Jury Instruction No. 1200.6 (June 2018)

REQUESTED INSTRUCTION NO. 40

“Prospective business relationship” means a reasonably likely business relationship of financial benefit to the plaintiff.

Authority

Iowa Civil Jury Instruction No. 1200.7 (June 2018)

REQUESTED INSTRUCTION NO. 41

A defendant's interference with the predominant purpose of financially harming or destroying the plaintiff's business.

Authority

Iowa Civil Jury Instruction No. 1200.8 (June 2018)

REQUESTED INSTRUCTION NO. 42

Plaintiff and Defendant entered into an Independent Producer Agreement. The Agreement provided that Defendant could terminate the parties' relationship at any time without cause and could terminate the parties' relationship with cause if Plaintiff:

6. Subjects Defendant to a liability;
7. Fails to comply with the laws, rules, or regulations of any federal, state or other governmental agency or body having jurisdiction over Plaintiff or Defendant, or with Defendant's rules and operating procedures, including without limitation those rules and procedures set forth in Defendant's Compliance Guide and OFAC and AML policies and procedures;
8. Commits a material breach of the Agreement;
9. Commits any fraud or material misrepresentation of fact including but not limited to misrepresentation of any fact on the application for the Agreement; or,
10. Engages directly or indirectly in rebating of commissions payable or paid in connection with the purchase of insurance contracts.

The termination by Defendant of its relationship pursuant to the terms of the Independent Producer Agreement is not improper interference.

REQUESTED INSTRUCTION NO. 43

Plaintiff can only recover damages if the damages are caused by conduct of Defendant that you find was improper. Plaintiff cannot recover damages caused by his criminal prosecution. Similarly, Plaintiff cannot recover damages caused by his termination by Defendant or for other reasons.

Authority

City of Cedar Falls v. Cedar Falls Cmty. Sch. Dist., 617 N.W.2d 11, 17 (Iowa 2000)
Thompson v. Kaczinski, 774 N.W.2d 829, 836 (Iowa 2009)

REQUESTED INSTRUCTION NO. 44

Defendant, as an insurance company regulated by the state of Utah, was required to report its termination of Plaintiff electronically to the Utah Department of Insurance using SIRCON or the National Insurance Producer Registry (“NIPR”). Where the termination is “for cause” an insurance company must notify the Utah Department of Insurance using SIRCON or NIPR and also send information to the Department via facsimile or as a PDF attachment to an email that the termination was for cause and providing the specific circumstances causing the termination for cause.

A person acting without malice, fraudulent intent, or bad faith is not liable civilly as a result of filing a report or furnishing, orally or in writing, other information concerning alleged acts, if the report or information is provided to or received from any of the following law enforcement officials, their agents and employees or the National Association of Insurance Commissioners, the insurance division, a federal or state governmental agency or bureau established to detect and prevent fraudulent insurance acts, or any other organization established for such purpose, and their agents, employees, or designees.

Authority

Iowa Code Ann. § 507E.7 (2019)
Utah Admin. Code R590-244-9 (2012)

IDENTITY THEFT

REQUESTED INSTRUCTION NO. 45

To recover on his claim of identity theft, the Plaintiff must prove all of the following propositions by a preponderance of clear, satisfactory and convincing evidence:

1. Defendant obtained identification information of Plaintiff;
2. Defendant fraudulently used or attempted to fraudulently use identification information of Plaintiff;
3. With the intent to obtain credit, property, services, or other benefit;
4. Plaintiff suffered a pecuniary loss as a result of the use of his identification information; and
5. The amount of damage.

If the plaintiff has failed to prove any of these propositions by a preponderance of clear, satisfactory and convincing evidence, the plaintiff cannot recover damages for identity theft. If the plaintiff has proved all of these propositions by a preponderance of clear, satisfactory and convincing evidence, the plaintiff is entitled to recover damages in some amount.

Authority

Iowa Code §§ 715A.8, 714.16B (2019)

Lockard v. Carson, 287 N.W.2d 871, 874 (Iowa 1980) (The “preponderance of clear and convincing evidence” standard [is] the appropriate one in damage actions predicated on fraud.”)

REQUESTED INSTRUCTION NO. 46

“Identification information” as used in proposition No. 1 of Instruction No. ____ includes but is not limited to the name, address, date of birth, telephone number, driver's license number, nonoperator's identification card number, social security number, student identification number, military identification number, alien identification or citizenship status number, employer identification number, signature, electronic mail signature, electronic identifier or screen name, biometric identifier, genetic identification information, access device, logo, symbol, trademark, place of employment, employee identification number, parent's legal surname prior to marriage, demand deposit account number, savings or checking account number, or credit card number of a person.

Authority

Iowa Code § 715A.8 (2019)

REQUESTED INSTRUCTION NO. 47

“Fraudulently used” or “fraudulently attempted to use” as used in proposition No. 2 of Instruction No. ____ means to use identification information knowing that its use was illegitimate with the intent to deceive another person or entity as to the identity of the person using the identification information. In other words, to knowingly pretend to be someone you are not for an improper purpose.

Use of identification information of a former employee or former agent by a company or business for internal record keeping is not a fraudulent use of identification information. Similarly, use of identification information by a company for other legitimate business purposes is not a fraudulent use of identification information.

For the use of identification information to be fraudulent, the plaintiff must establish both that the person using the identification information knew its use was illegitimate and that the person used the identification information with the intent to deceive another person or entity that it was the person identified in the identification information.

Authority

Iowa Code §§ 715A.8, 714.16B (2019)
State v. Garcia, 788 N.W.2d 1, 3 (Iowa Ct. App. 2010)
State v. Mallett, 796 N.W.2d 455 (Iowa Ct. App. 2003) (unpublished)

VERDICT FORM

REQUESTED INSTRUCTION NO. 48

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

RICHARD BALDWIN,

Plaintiff,

vs.

ATHENE ANNUITY AND LIFE
COMPANY, an Iowa corporation, a/k/a MLS
IOWA ATHENE, f/k/a AVIVA LIFE AND
ANNUITY,

Defendants.

LAW NO. CVCV054026

VERDICT NO. 1

We, the Jury, find in favor of the plaintiff and fix the amount of his recovery against the defendant at _____ dollars.

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.

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

RICHARD BALDWIN,

Plaintiff,

vs.

ATHENE ANNUITY AND LIFE
COMPANY, an Iowa corporation, a/k/a MLS
IOWA ATHENE, f/k/a AVIVA LIFE AND
ANNUITY,

Defendants.

LAW NO. CVCV054026

VERDICT NO. 2

We, the Jury, find in favor of the defendant and against the plaintiff.

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 to it after six hours or more of deliberation.