

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO. 2006-7501 DIVISION "T" SECTION 14

AUDUBON ORTHOPEDIC AND SPORTS MEDICINE, APMC

VERSUS

LAFAYETTE INSURANCE COMPANY

JURY INTERROGATORY FORM

**I. Claims related to Uptown location:**

1. Did the Audubon Orthopedic and Sports Medicine office and its Physical Therapy clinic located at 2820 Napoleon Avenue, New Orleans, Louisiana, adjacent to Memorial Hospital, Louisiana, sustain wind damage as a result of Hurricane Katrina?

✓  
YES

\_\_\_\_\_  
NO

12-1

If the answer to Question #1 is "YES", proceed to Question #2  
If the answer to Question #1 is "NO", proceed to Question #4

2. Do you find that Audubon Orthopedic or its Physical Therapy Clinic suffered a loss of business income due to wind damage at 2820 Napoleon Avenue, New Orleans?

✓  
YES

\_\_\_\_\_  
NO

11-1

1-A3

If the answer to Question #2 is "YES", proceed to Question #3  
If the answer to Question #2 is "NO", proceed to Question #4

3. What is the total amount of money necessary to compensate Audubon Orthopedic for its loss of business income at 2820 Napoleon Avenue, New Orleans, LA? Please do not make any reductions for any money previously received, the court will make any adjustments necessary.

\$ <sup>20</sup> ~~248~~ 819.58

(<sup>fees and calculations</sup> Oct. - ~~Dec~~ U.S. + Phys Therapy)  
minus Aug. + Sept.)

10-4

(Please proceed to the next question.)

4. Did Lafayette Insurance Company initiate adjustment of the Audubon Orthopedic's loss at the Uptown location within 30 days of notice of loss?

✓  
YES

\_\_\_\_\_  
NO

12-7

(Proceed to the next question.)





18 Did any such failure to pay loss sustained at the Metairie occur after to August 15, 2006? If so, what amount should have been paid?

\$ 27,071.01

(Proceed to the next question)

19 Did Lafayette Insurance Company fail to pay Audubon Orthopedic any amounts owed for loss at the Metairie location within 60 days of receipt of satisfactory proof of loss?

YES NO 12-4

(Proceed to the next question)

20. Do you find by a preponderance of the evidence that Lafayette Insurance Company was arbitrary, capricious or without probable cause in failing to pay any amount owed for loss at the Metairie location within 60 days of receipt of satisfactory proof of loss?

YES NO 12-4

(Proceed to the next question.)

21. Do you find by a preponderance of the evidence that Audubon Orthopedic suffered actual damages as a result of Lafayette Insurance Company acting in an arbitrary or capricious manner or without probable cause in its failure to pay losses sustained at the Metairie location?

YES NO 12-4

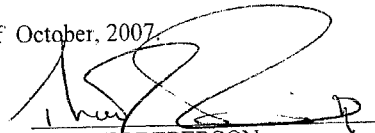
(Proceed to the next question.)

22. If you answered "YES" on any of the Questions numbered 19, 20, or 21, then what amount of damages, do you find Audubon Orthopedic suffered as a result of Lafayette Insurance Company acting in an arbitrary or capricious manner or without probable cause?

\$ 20,000

Please sign and date the verdict form and return to the courtroom.

New Orleans, Louisiana this 18<sup>th</sup> day of October, 2007.

  
JURY FOREPERSON