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<http://www.insurancecoverageblog.com/archives/first-party-insurance-juror-in-kodrin-v-state-farm-we-all-agreed-that-the-insurer-didnt-do-right-by-the-insureds-and-they-were-treated-very-poorly.html>

Juror in Kodrin v. State Farm: 'we all agreed ... that the insurer didn't do right by the insureds and they were treated very poorly'

After the verdict came in late yesterday in the Kodrin v. State Farm case in Louisiana, I was contacted by one of the jurors who told me more about the jury's thinking in finding against State Farm and awarding \$100,000 in punitive damages to the Kodrins. Complete surprise to me to be contacted by her, but much appreciated to hear the words of this juror.

Here's what she said (she gave me permission to quote her but asked I leave her name out):

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"It was upsetting to everyone, especially afterwards to see the uncontrollable tears afterwards by Mr. and Mrs. Kodrin, even when they were leaving and getting into their car, they were still crying. We were told not to award based on sympathy and I truly believe we did follow the judge's instructions. We all agreed at the onset of our deliberations that the insurance company did not 'do right' by the insureds and that they were treated very poorly. We wanted to try to 'make them whole' as we say."

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"This case was very upsetting to all of us since every person on the 8 member jury has suffered or has a close relative who has suffered due to Katrina. State Farm continued to pursue the 'Flood' claim on the telephone with the Kodrins and the couple did not want to file the flood claim since they felt it was wind damage first (and since obviously there were no witnesses, no one can say which came first, the wind or the water)."

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"Since we were not allowed to read or listen to news, I was curious what had been reported the last couple of days and when I came upon this blog and this statement: the Kodrins have agreed, by accepting the flood money that at least that amount of damage to the home was due to uncovered flood. This infuriated me since this was exactly why they did not want to file a flood insurance claim (which is paid by the government, not the insurance companies). It proved after the fact that State Farm was trying to get away with not paying on the wind policy that this couple has paid to them religiously since 1993 and it was brought out by the plaintiffs' attorney in the trial that State Farm 'encouraged' their claims reps to write flood claims rather than wind claims in the area of Port Sulphur. We decided that it is very possible and probable that when the water topped the levee, the wind had already damaged their home an hour prior. We decided to give them the maximum allowed on their wind policy and for lost contents, loss of garage, cost of living in another city and having to relocate to another town (from what was Mrs. Kodrin's childhood home and property). Through all of this the past 2 years, Mrs. Kodrin was having serious health problems and although it did not sway our decision, we knew it was exacerbated by this stress. Had State Farm simply honored their agreement with the Kodrins back in 2005, they would have saved a lot of trouble and expense. We awarded as much as we thought we could without being extravagant but some of us would have given them more if we could have. It