# CHAPTER 1. VEHICLE NEGLIGENCE INSTRUCTIONS

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Section	1:1	Vehicle Accident: personal injury, one plaintiff, one defendant, no comparative fault, Court determined defendant's liability
Section	1:2	Vehicle Accident: personal injury, one plaintiff, two defendants (agency not in issue), no comparative fault, single negligence submission (rear end collision)
Section	1:3	Vehicle-Rear-end Accident: personal injury, one plaintiff, one defendant, only damages submitted, withdrawal instruction
Section	1:4	Vehicle Accident: wrongful death, two plaintiffs, two defendants, no comparative fault, multiple negligence submissions against driver and single submission against employer, converses, compensatory damages and damages for aggravating circumstances
Section	1:5	Vehicle Accident: one plaintiff, one defendant, comparative fault, multiple negligence submissions against defendant and single negligence submission against plaintiff
Section	1:6	Vehicle Accident: personal injury, one plaintiff, one defendant, no comparative fault, multiple negligence submissions, no converse on negligence claim, punitive damages, converse on punitive damage claim
Section	1:7	Vehicle Accident: personal injury, two plaintiffs, two defendants, agency not in issue, no comparative fault, multiple negligence submissions, converse, consortium claim
Section	1:8	Vehicle Accident: personal injury, one plaintiff, one defendant, comparative fault, multiple negligence submissions; counterclaim for personal injury and property damage: comparative fault, multiple negligence submissions, no converses
Section	1:9	Vehicle Accident: personal injury, one plaintiff, two defendants, no comparative fault, multiple negligence submissions against each defendant, converses of punitive damages, apportionment of fault in separate package, punitive damages in separate package

- Section 1:10 Vehicle Accident: personal injury, one plaintiff, two defendants, one individual and employer-agency not in issue, comparative fault, single negligence submission against defendants, converse by defendants, single negligence submission against plaintiff, no converse, consortium claim
- Section 1:11 Vehicle Accident: personal injury, two plaintiffs, one defendant, submitted in two packages, one for plaintiff driver, one for plaintiff passenger, no comparative fault, converses, withdrawal instructions
- Section 1:12 Vehicle Accident (automobile and pedestrians):
   personal injury, two plaintiffs, one defendant,
   comparative fault, multiple negligence
   submissions against defendant and multiple
   negligence submissions against each plaintiff,
   no converses
- Section 1:13 Vehicle Accident: Wrongful Death, one plaintiff, one defendant, negligence and per se negligence submitted
- Section 1:14 Vehicle Accident: personal injury, one plaintiff, one defendant, defendant admitted liability, no comparative fault
- Section 1:15 Vehicle Accident: personal injury, one plaintiff, one defendant, no comparative fault, single negligence submission, negligence per se

### CHAPTER 2. MEDICAL NEGLIGENCE INSTRUCTIONS

- Section 2:1 Medical Negligence: personal injury, one plaintiff, two defendants (agency not at issue), no comparative fault, multiple negligent acts, no converse, and past and future non-economic damages and past economic damages submitted
- Section 2:2 Medical negligence: personal injury, one plaintiff, one defendant, no comparative fault, single negligent act, converse, past and future non-economic damages submitted
- Section 2:3 Medical Negligence: personal injury (lost chance of recovery), one plaintiff, three defendants (agency not in issue between employer and two physicians), no comparative fault, multiple negligence submissions against one physician, single negligence submission against one physician, converses, past and

future non-economic damages and future economic damages submitted Section 2:4 Medical Negligence: personal injury, one plaintiff, three defendants (2 physicians and the health care corporation), agency not in issue, single negligent act against one physician and multiple negligent acts against the other, converses, past and future economic, future medical, and past and future noneconomic damages Section 2:5 Medical negligence and Battery: Medical negligence: personal injury, one plaintiff, two defendants (agency not in issue), no comparative fault, no apportionment of fault; multiple negligence submissions, past and future non-economic damages submitted; Battery: actual and punitive damages, one plaintiff, two defendants (agency not in issue) Section 2:6 Medical Negligence: personal injury, one plaintiff, two defendants (agency in issue), no comparative fault, no apportionment of fault; single negligence submission against defendant physician, agency only submitted against the Defendant master, no converses, past and future economic damages, past and future medical damages, and past and future non-economic damages submitted Section 2:7 Medical Negligence: personal injury and loss of consortium, three plaintiffs (injured child and parents), two defendants, no comparative fault, no apportionment of fault, multiple negligence submission against one defendant and single negligence submission against one defendant, agency not at issue, consortium claim, past and future economic, past and future non-economic, and past and future medical damages submitted Section 2:8 Medical Negligence: personal injury, two plaintiffs, one defendant, no comparative fault. multiple negligence submissions, converse, consortium claim, past and future economic, and past and future non-economic damages submitted in personal injury claim and past and future non-economic damages submitted in consortium claim Section 2:9 Medical Negligence: personal injury, two plaintiffs, one defendant and one settling tortfeasor, no comparative fault,

apportionment of fault, multiple negligence submissions, consortium claim, past and future economic, past and future noneconomic, and past and future medical damages submitted, and statute of limitations at issue

- Section 2:10
- Medical Negligence: wrongful death, four plaintiffs, one defendant, no comparative fault, multiple negligence submissions, converse of plaintiffs' verdict director, past and future economic damages and past and future non-economic damages submitted, definitions of damages were modified by the Wrongful Death Statute
- Section 2:11 Medical Negligence: wrongful death, one plaintiff, two defendants, no comparative fault, multiple negligence submissions as to defendant, converse, agency in issue, past and future economic damages and past and future non-economic damages submitted, definitions

of damages modified by the Wrongful Death

Statute

- Section 2:12 Medical Negligence: personal injury, one plaintiff, two defendants (agency not in issue), no comparative fault, multiple negligence submissions, converse, past and future non-economic damages submitted, punitive damages
- Section 2:13 Medical Negligence: wrongful death, two plaintiffs, three defendants (agency not in issue between two of defendants), multiple negligence submissions, converses, future economic and past and future non-economic damages submitted, definitions of damages modified by the Wrongful Death Statute
- Section 2:14 Medical Negligence: personal injury (to plaintiff) and wrongful death (of plaintiff's unborn child) claims submitted in separate packages: one plaintiff, individually and as wrongful death beneficiary for her unborn child, two defendants, no comparative fault, apportionment of fault, single negligent act as to each defendant, past and future non-economic damages submitted in each package

### CHAPTER 3. PREMISES LIABILITY INSTRUCTIONS

Section 3:1 Premises Liability: personal injury (fall in

Section 3:2	restaurant), one plaintiff, one defendant, multiple submissions (failure to remove or warn), no comparative fault Premises Liability: personal injury (fall on
	substance on floor of night club), one plaintiff, two defendants (agency not in issue), single negligence submission (failure to remove substance on floor), comparative fault (single negligence submission), withdrawal instruction
Section 3:3	Premises Liability: personal injury (tree branch from a tree on the public right of way), one plaintiff, one defendant, single submission (failure to make reasonably safe or remedy)
Section 3:4	Premises Liability: personal injury (injury to arm in riding arena), one plaintiff, one defendant, single submission against defendant (failure to to make arena safe), comparative fault, single submission
Section 3:5	Premises Liability: personal injury (fall over crank protruding from patient bed), two plaintiffs, one defendant, multiple submissions (failure to remove barricade or warn), comparative fault, single submission, consortium claim
Section 3:6	Premises Liability: personal injury (faulty gas pump), one plaintiff, one defendant, multiple submissions (failure to remove, barricade or warn)
Section 3:7	Premises Liability: personal injury (fall due to rock salt on steps), one plaintiff, one defendant, single submission (failure to remove), no converse, comparative fault, single submission, no converse
Section 3:8	Premises Liability: personal injury (alleged fall on uneven mat in entrance to lobby), one plaintiff, one defendant, multiple submissions (failure to remedy), converse by defendant, comparative fault, single submission (failure to keep a lookout)
Section 3:9	Premises Liability: personal injury (fall into firepit), one plaintiff, two defendants (park owner and soccer organization), multiple premises submissions against defendant park owner (failure to remedy condition or make area safe), multiple premises submissions against defendant soccer organization (failure to make condition safe, remove it, remedy it,

and barricade it), multiple per se negligence submissions against defendant soccer organization (violated international fire code), single submission against plaintiff (failure to keep a lookout), converses, comparative fault between all parties Section 3:10 Premises Liability: personal injury (steel door fell on moviegoer's head), one plaintiff, one defendant, multiple submissions (failure to correct or warn), punitive damages Premises Liability: personal injury (injury from Section 3:11 allegedly improperly working garage door purportedly repaired negligently), one plaintiff, two defendants, single submissions (for one defendant, premises); failure to remedy; for the other, negligent failure to repair or maintain converse (for one defendant premises), comparative fault, multiple submissions, no converse; failure to mitigate Section 3:12 Premises Liability: personal injury (slip and fall in handicapped parking area), two plaintiffs, one defendant, multiple submissions (inadequate ingress and egress area and no five-foot access area), converse, comparative fault, multiple submissions, consortium claim Section 3:13 Premises Liability: personal injury (slip and fall over cable left near rear entrance of home). three plaintiffs, one defendant, multiple submission (failure to remove or warn), converse, comparative fault, single submission, no converse, consortium claim, converse Section 3:14 Premises Liability: Wrongful Death (delivery driver caught in pinch point near conveyor belt), two plaintiffs, one defendant, multiple submissions on premises liability (failure to barricade or warn), converse, comparative fault (Failure to keep a lookout) mitigating circumstances, aggravating circumstances, bifurcated trial

## CHAPTER 4. PRODUCTS LIABILITY AND BREACH OF WARRANTY INSTRUCTIONS

Section 4:1

Breach of Express Warranty: vehicle, two plaintiffs, one defendant, converse

Section 4:2

Breach of Express Warranty/Breach of Implied Warranty: vehicle, one plaintiff, one defendant, failure to mitigate damages

Section 4:3

Breach of Express Warranty/Breach of Implied

Warranty: vehicle, one plaintiff, one defendant, converse Section 4:4 Res Ipsa Loquitur/Breach of Common Law Implied Warranty of Fitness for Consumption: Foreign object in food at a restaurant, one plaintiff, two defendants, no comparative fault Section 4:5 Products Liability: (exploding vaping device battery) personal injury, strict liability— Product defect, strict liability—Failure to warn, one plaintiff, one defendant, converses, punitive damages, trial bifurcated Section 4:6 Products Liability: (vehicle occupant safety system)) personal injury, strict liability— Product defect, two plaintiffs, one defendant, converse, no comparative fault and consortium claim Section 4:7 Negligence and Products Liability: wrongful death of pedestrian, personal injury and punitive damages, two plaintiffs, three defendants; Negligence, multiple submissions, converses; Products liability: strict liability product defect, multiple submissions, converses, apportionment of fault among defendants Section 4:8 Products Liability: (defective elevator) personal injury (physical injuries) strict liability-Product defect, one plaintiff, one defendant, comparative fault Section 4:9 Products Liability: (asbestos exposure) wrongful death, strict liability—Product defect, one plaintiff, one defendant, determination of liability by the court Products Liability: (defective car seat), personal Section 4:10 injury, strict liability; Product defect, one plaintiff, one defendant, converse, consortium claim, withdrawal instructions Section 4:11 Products Liability (hip prosthesis) and Medical Negligence (choice of implant and failure to inform): personal injury (revision hip surgery), Product defect, strict liability, converse, Product liability, negligent design, Medical negligence (past and future non-economic damages), converse, one plaintiff, three defendants, punitive damages, bifurcated, converse

## CHAPTER 5. INTENTIONAL TORT INSTRUCTIONS

Section	5:1	Assault; one plaintiff, one defendant, actual and punitive damages—bifurcated
Section	5:2	Battery, negligence and loss of consortium; two plaintiffs, two defendants, compensatory and punitive damages sought
Section	5:3	False Imprisonment: one plaintiff, two defendants, affirmative defense asserted, actual and punitive damages sought, bifurcated trial
Section	5:4	Invasion of Privacy/Assault/False Imprisonment: three plaintiffs, two defendants, agency for non-parties at issue, actual and punitive damages sought, bifurcated trial
Section	5:5	Merchandising Practice Act violation (misrepresentation and failure to disclose defects): one plaintiff, one defendant, converses, actual and punitive damages sought, no bifurcation.
Section	5:6	Malicious Prosecution, one plaintiff, two defendants, actual damages sought against both defendants and punitive damages sought against one defendant, bifurcated trial
Section	5:7	Fraudulent Misrepresentation: one plaintiff, one defendant, actual damages
Section	5:8	Contract (one plaintiff, two defendants), Breach of Fiduciary Duty (one plaintiff, one defendant), Fraudulent Misrepresentation (one plaintiff, one defendant), Piercing the Corporate Veil (one plaintiff, one defendant) and Unjust Enrichment (one plaintiff, two defendants; actual damages sought on all claims, punitive damages sought on the breach of fiduciary duty and fraudulent misrepresentation claims
Section	5:9	Conversion (return of money): one plaintiff, one defendant, actual damages
Section	5:10	Breach of Promissory Notes (secured by inventory, equipment, and accounts receivables)(/Breach of Guaranty (on the promissory notes): one plaintiff, three defendants, actual damages sought on both breach of contract claims, affirmative defense, compensatory damages; Counterclaims for Fraudulent Misrepresentation (regarding

inventory, accounts receivable, and nondisclosure), Negligent Misrepresentation (regarding inventory, accounts receivable, and non-disclosure); actual and punitive damages, bifurcated trial Section 5:11 Trespass/Nuisance (sand and water allowed onto neighboring property) (claims submitted in multiple packages): one plaintiff, one defendant, monetary damages sought Section 5:12 Libel, one plaintiff, two defendants, agency not in issue, actual and punitive damages sought, bifurcated trial Section 5:13 Slander/Intentional Infliction of Emotional Distress/Battery: one plaintiff, three defendants, actual and punitive damages sought on each claim Tortious Interference with Contract and unjust Section 5:14 enrichment, one plaintiff, one defendant, affirmative defense on tortious interferene, converse on unjust enrichment, compensatory and punitive damages sought Section 5:15 Breach of Loyalty and Misappropriation of Trade Secrets: two plaintiffs, three defendants, amount of damages only in issue, punitive damages

### CHAPTER 6. BREACH OF CONTRACT INSTRUCTIONS

Section 6:1 Breach of Contract (bilateral contract, terms and breach at issue): one plaintiff, one defendant, converse Section 6:2 Breach of Contract (bilateral contract, breach sole issue) two plaintiffs, one defendant, monetary damages, not in MAI affirmative defense, and failure to mitigate; counterclaim for damages due to alleged constructive eviction Section 6:3 Suit on Account: three plaintiffs, one defendant, converse in each package, monetary damages Section 6:4 Breach of Contract (bilateral contract, breach and terms at issue): one plaintiff, one defendant, and monetary damages Section 6:5 Breach of Contract (bilateral contract. substantial performance in issue): one plaintiff, one defendant, monetary damages, set off to defendant for damages Section 6:6 Breach of Contract (bilateral contract, breach

	and terms in issue)/Breach of Guaranty/
	Counterclaim for misrepresentation: one
	plaintiff, three defendants, monetary damages,
	affirmative defense asserted in breach of
	contract and breach of guaranty package
Section 6:7	
Section 6.7	Breach of Contract (bilateral contract, terms
	and breach in issue): one plaintiff, one
	defendant, monetary damages, converse
	(breach of contract), Counterclaims for libel
	and slander: one plaintiff, one defendant,
	monetary damages
Section 6:8	Breach of Contract (bilateral contract,
	substantial performance in issue)/Action on
	Account/Quantum Meruit/Counterclaim for
	Negligent Misrepresentation, affirmative
	defense of failure to mitigate: one plaintiff, one
	defendant, monetary damages
Section 6:9	Breach of Contract (bilateral contract, breach
	the only issue, plaintiff is third party
	beneficiary of contract)/Inverse Condemnation:
	one plaintiff, one defendant, property and
	monetary damages
Section 6:10	Breach of Contract (bilateral contract, terms
	and breach in issue)/Missouri Merchandising
	Practices Act Violation: one plaintiff, one
	defendant, monetary damages, actual damages
	on both counts and punitive damages on the
	Missouri Merchandising Practices Act
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Section	7:1	Uninsured Motorist (unidentified driver): one plaintiff, one defendant (plaintiff's insurance company), single negligence submission, personal injury and vexatious refusal
Section	7:2	Uninsured Motorist (identified non-party driver): one plaintiff, one defendant (insurance company), personal injury
Section	7:3	Uninsured Motorist (identified driver): one plaintiff, one defendant (insurance company), negligence not submitted (defendant liable under the law), personal injury
Section	7:4	Uninsured Motorist (unidentified drivers): one plaintiff, one defendant (plaintiff's insurance company), single negligence submission, converse, personal injury
Section	7:5	Uninsured Motorist (unidentified driver): one plaintiff, one defendant (insurance company), single negligence submission, converse, personal injury

Section 7:6	Uninsured Motorist (unidentified driver): one plaintiff, one defendant (insurance company), comparative fault, multiple negligence submissions, converse on plaintiff's claim, personal injury
Section 7:7	Uninsured Motorist (unidentified driver): two plaintiffs (passengers), each with claims against one defendant (insurance company for unidentified driver), multiple negligence submissions against unidentified driver, affirmative defense of material misrepresentations, vexatious refusal claim
Section 7:8	against defendant, personal injury Uninsured Motorist (two unidentified drivers): one plaintiff, two defendants (alleged employer of unidentified driver and plaintiff's insurance company), converse, personal injury, comparative fault
Section 7:9	Uninsured Motorist (unidentified driver): one plaintiff, one defendant (plaintiffs' insurance company), personal injury, consortium claim
Section 7:10	Auto Insurance—Bad Faith failure to settle within policy limits: one plaintiff, one defendant, actual and punitive damages
Section 7:11	Health Insurance—Breach of Contract/ Vexatious Refusal to pay: one plaintiff, one defendant, affirmative defense (on breach of contract), converse (on vexatious refusal to pay), actual damages plus attorneys' fees and penalty
Section 7:12	Property Owner's Insurance—Refusal to pay for property damage/Vexatious Refusal to Pay: one plaintiff, one defendant, actual damages, penalties, interest, and attorney's fees, affirmative defense (policy exclusion)
Section 7:13	Automobile Insurance—Breach of Contract: Failure to pay for fire damage due to fire: one plaintiff, one defendant, actual damages
Section 7:14	Homeowner's Insurance (Failure to pay for property damage)/Vexatious Refusal to Pay: one plaintiff, one defendant, actual damages and penalties, interest and attorneys' fees
Section 7:15	Title Insurance (breach of policy due to failure to defend)/Vexatious Refusal to Pay: one plaintiff, one defendant, actual damages and penalties, interest and attorneys' fees, affirmative defense
Section 7:16	Title Insurance (breach of policy due to refusal

to pay reduced value of property subject to an existing title)/Vexatious Refusal to Pay: one plaintiff, one defendant, monetary damages including penalties and attorneys' fees, converse, affirmative defense (failure to mitigate damages)

## CHAPTER 8. PROPERTY DAMAGE INSTRUCTIONS

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Section	8:1	Property Damage (automobile accident): one plaintiff, one defendant, converse
Section	8:2	Property Damage and Personal Injury (faulty repair of light fixture): one plaintiff, one defendant, converse on property damage claim; one plaintiff, one defendant, converse on personal injury claim
Section	8:3	Personal Injury and Property damage (auto collision): one plaintiff, one defendant, comparative fault, converses
Section	8:4	Property Damage (automobile collision with building): two plaintiffs, one defendant, amount of damages only issue
Section	8:5	Property Damage (breach of contract to purchase insurance on leased vehicle): one plaintiff, one defendant, converse
Section	8:6	Property Damage (damage to property from allegedly improperly installed water meter): one plaintiff, one defendant, converse
Section	8:7	Property Damage (damage to utility pole): one plaintiff, two defendants, single negligent act, converse, and comparative fault/ Counterclaim for Property damage (to fence): single negligent act
Section	8:8	Property Damage (alleged nuisance and damage to real property from neighbor's sump pump drainage): one plaintiff, two defendants, withdrawal instruction
Section	8:9	Property Damage (damage to property from water main break and operation of water mains): one plaintiff, one defendant, converses
Section	8:10	Property Damage (payment of property damage claims due to gasoline being contaminated with diesel fuel) alleged comparative fault (for negligently placing the diesel fuel in the gasoline tank): one plaintiff, one defendant, comparative fault, converse (of plaintiff's verdict director)

- Section 8:11 Property Damage/Loss of Use (fire in townhouse spread from nearby building): two plaintiffs, two defendants, apportionment of fault between defendants
- Section 8:12 Property Damage (intentional automobile accident): one plaintiff, one defendant, affirmative defense

### CHAPTER 9. EMPLOYMENT INSTRUCTIONS

- Section 9:1 Sexual Harassment—Accrual pre-August 28, 2017: one plaintiff, one defendant, actual and punitive damages, trial bifurcated
- Section 9:2 Sex and Gender Harassment and Retaliation— Accrual pre-August 28, 2017: one plaintiff, one defendant, actual and punitive damages, not bifurcated
- Section 9:3 Discrimination Based on Age—Accrual on or after August 28, 2017: one plaintiff, one defendant, back pay, future economic and future non-economic damages
- Section 9:4 Discrimination based on race—Accrual before August 28, 2017: one plaintiff, defendant, actual and punitive damages
- Section 9:5 Discrimination (termination) based on disability—Accrual pre-August 28, 2021 (one plaintiff, one defendant), affirmative defense of business judgment, actual and punitive damages, bifurcated trial
- Section 9:6 Hostile Work Environment, Retaliation, Sex discrimination (alleged suspension without pay, termination, or failure to allow witness at grievance hearing based on sex and prior complaints of sex discrimination)—Accrual on or after August 2017: one plaintiff, one defendant, back pay, past economic losses, future economic losses, non-economic losses and punitive damages
- Section 9:7

  Race and Disability Discrimination, Retaliation and Whistleblowing—Accrual post-August 2017: one plaintiff, one defendant, actual and punitive damages, affirmative defense of Business Judgment Rule, and failure to mitigate, withdrawal instructions, back pay, past economic losses, non-economic losses
- Section 9:8 Sex Discrimination (termination)/Retaliation/ Service Letter—Accrual pre-August 2017: one

	plaintiff, one defendant, actual and punitive damages, affirmative defense of lawful justification, bifurcated trial
Section 9:9	Religious Discrimination (termination)/Retaliation—Accrual pre-August 2017: one plaintiff, one defendant, actual and punitive damages, trial bifurcated
Section 9:10	Disability discrimination and retaliation under the Missouri Human Rights act—Accrual on or after August 28, 2017: one plaintiff, one defendant, actual and punitive damages, affirmative defense of lawful justification, bifurcated trial
Section 9:11	Disability discrimination, Hostile work environment based on disability, Retaliation— Accrual pre-August 2017: one plaintiff, three defendants, actual and punitive damages
Section 9:12	Race Discrimination, Retaliation, and Hostile Work—Accrual before August 2017: one plaintiff, one defendant, actual and punitive damages, trial bifurcated
Section 9:13	Discrimination and Retaliation under the Missouri Abortion Act and Wrongful Discharge—Accrual pre-August 2017: one plaintiff, one defendant, converses, actual and punitive damages, converse of punitive damages, defense of Failure to mitigate, bifurcated trial
Section 9:14	Retaliatory Discharge (workers' compensation): one plaintiff, one defendant, actual damages
Section 9:15	False Imprisonment (ratification of employee's conduct in restraining plaintiff): one plaintiff, one defendant, actual and punitive damages, bifurcated trial/ Service Letter (Failure to provide, defendant liable under the law for nominal damages): one plaintiff, one defendant, nominal and punitive damages, bifurcated trial/ Wrongful discharge (alleged termination for filing assault complaint or for Order of Protection against co-worker)— Accrual pre-August 2017: one plaintiff, one defendant, converse, affirmative defense, actual and punitive damages, bifurcated trial

## CHAPTER 10. MISCELLANEOUS INSTRUCTION SETS

Section 10:1 Will contest: one plaintiff, three defendants

### TABLE OF CONTENTS

Section	10:2	F.E.L.A. (alleged failure to provide reasonably safe training): one plaintiff, one defendant, multiple submissions, converse, contributory fault, mitigation of damages, compensatory damages
Section	10:3	Failure to Pay Real Estate Commission: one plaintiff, one defendant
Section	10:4	Res Ipsa Loquitur (racks in store fell on plaintiff): one plaintiff, one defendant, converse, failure to mitigate damages, compensatory damages
Section	10:5	Negligence per se (dog bite): one plaintiff, two defendants, compensatory damages
Section	10:6	Professional Negligence (against real estate brokerage firm and a real estate sales professional regarding representation in a lease arrangement in which they represented plaintiffs): two plaintiffs, two defendants, compensatory damages
Section	10:7	Jones Act Negligence, one plaintiff, one defendant (failure to provide an adequate crew, assistance, safe equipment and methods to do his work and provided unseaworthy equipment) comparative fault; failure to mitigate damages
Section	10:8	Merchandising Practices Act (relating to a massage): two plaintiffs, one defendant, compensatory and punitive damages
Section	10:9	Wrongful Death -Negligence (repair shop failed to notify prior owner of vehicle there was a recall) one plaintiff, one defendant, single negligence submission, converse, comparative fault of decedent
Section	10:10	Negligence (failure to properly use an electric pallet jack by store employee): one plaintiff, one defendant, compensatory damages
Section	10:11	Negligence: alleged failure to train employee concerning loading groceries: one plaintiff, one defendant, single negligence submission against defendant and single negligence submission against plaintiff, converses by defendant and plaintiff, compensatory damages
Section	10:12	Negligence (man hit in eye with a nail from a pneumatic nail gun being used at a construction site): one plaintiff, one defendant, multiple negligence submissions against Defendant and single negligence

#### MOJI COMPANION HANDBOOK

submission against plaintiff, comparative

fault, compensatory damages

Section 10:13 Action for unpaid rent, unpaid loans, unpaid

wages, and deprivation of interest in

company with counterclaim for value of goods and services provided: one plaintiff, two defendants, converses, compensatory

damages

Section 10:14 Invasion of Privacy (Publicity of private health

information): one plaintiff, one defendant, compensatory and punitive damages,

converse of punitive damages

Section 10:15 Eminent Domain: one plaintiff, one defendant

### **APPENDIX**

Appendix A