

PERSONAL INJURY DAMAGES 1

Measure of Damages

If you find [any] [*name of defendant*] liable to [*name of plaintiff*], you must then decide the full amount of money that will reasonably and fairly compensate [*name of plaintiff*] for each of the following elements of damages proved by the evidence to have resulted from the fault of [any] [*name of defendant*] [party] [person]:¹

1. The nature, extent, and duration of the injury.
2. The pain, discomfort, suffering, disability, disfigurement, and anxiety already experienced, and reasonably probable to be experienced in the future as a result of the injury.
3. Reasonable expenses of necessary medical care, treatment, and services rendered, and reasonably probable to be incurred in the future.
4. Lost earnings to date, and any decrease in earning power or capacity in the future.
5. Loss of love, care, affection, companionship, and other pleasures of the [marital] [family] relationship.
6. Loss of enjoyment of life, that is, the participation in life's activities to the quality and extent normally enjoyed before the injury.²

USE NOTE: ¹ Use the appropriate bracketed language, as follows:

1. "defendant" – One defendant, no claim of plaintiff's fault.
2. "any defendant" – More than one defendant, no claim of plaintiff's fault.
3. "any party" – One or more defendants, claim of plaintiff's fault.
4. "any person" – One or more defendants, claim of non-party fault (with or without a claim of plaintiff's fault).
5. Alternatives: Any appropriate combination of the above; or, identify by name all those who might be at fault; or, simply say: "... resulted from any fault in the case."

Modifications: Depending on the evidence in the case, some of the elements in Paragraphs 2, 3, 4, and 5 may be inapplicable or cumulative, and some unlisted elements may be applicable and not cumulative. Customize the instruction to fit the case.

Property Damage Claim: If there is a property claim, add, as the last element of the instruction: "(7) The difference in the value of the damaged property immediately before and immediately after the damage."

² See *Ogden v. J.M. Steel Erecting, Inc.*, 201 Ariz. 32, 31 P.3d 806 (Ct. App. 2001).