UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 20-CV-81205-RAR

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

MICHAEL FURMAN, *et al.*,

Defendants.
_____/

COURT'S INSTRUCTIONS TO THE JURY

Members of the jury:

It's my duty to instruct you on the rules of law that you must use in deciding this case.

When I have finished you will go to the jury room and begin your discussions, sometimes called deliberations.

The Duty to Follow Instructions – Government Entity or Agency Involved

Your decision must be based only on the evidence presented here. You must not be influenced in any way by either sympathy for or prejudice against anyone.

You must follow the law as I explain it – even if you do not agree with the law – and you must follow all of my instructions as a whole. You must not single out or disregard any of the instructions on the law.

The Plaintiff in this case is the Securities and Exchange Commission. The fact that a governmental entity or agency is involved as a party must not affect your decision in any way. A governmental agency and all other persons stand equal before the law and must be dealt with as equals in a court of justice.

When a governmental agency is involved, of course, it may act only through people as its employees; and, in general, a governmental agency is responsible under the law for the acts and statements of its employees that are made within the scope of their duties as employees of the governmental agency.

Consideration of Direct and Circumstantial Evidence;
Argument of Counsel; Comments by the Court

As I said before, you must consider only the evidence that I have admitted in the case. Evidence includes the testimony of witnesses and the exhibits admitted. But, anything the lawyers say is not evidence and isn't binding on you.

You shouldn't assume from anything I've said that I have any opinion about any factual issue in this case. Except for my instructions to you on the law including whether to consider evidence for only a limited purpose, you should disregard anything else I may have said during the trial in arriving at your own decision about the facts. Your own recollection and interpretation of the evidence is what matters.

In considering the evidence you may use reasoning and common sense to make deductions and reach conclusions. You shouldn't be concerned about whether the evidence is direct or circumstantial.

"Direct evidence" is the testimony of a person who asserts that he or she has actual knowledge of a fact, such as an eyewitness.

"Circumstantial evidence" is proof of a chain of facts and circumstances that tend to prove or disprove a fact. There's no legal difference in the weight you may give to either direct or circumstantial evidence.

Credibility of Witnesses

When I say you must consider all the evidence, I don't mean that you must accept all the evidence as true or accurate. You should decide whether you believe what each witness had to say, and how important that testimony was. In making that decision you may believe or disbelieve any witness, in whole or in part. The number of witnesses testifying concerning a particular point doesn't necessarily matter.

To decide whether you believe any witness I suggest that you ask yourself a few questions:

1. Did the witness impress you as one who was telling the truth?
2. Did the witness have any particular reason not to tell the truth?
3. Did the witness have a personal interest in the outcome of the case?
4. Did the witness seem to have a good memory?
5. Did the witness have the opportunity and ability to accurately observe the things he or she testified about?
6. Did the witness appear to understand the questions clearly and answer them directly?
7. Did the witness's testimony differ from other testimony or other evidence?
8. Did the witness have any bias or motive which may affect their credibility?

Impeachment of Witnesses Because of Inconsistent Statements

You should also ask yourself whether there was evidence that a witness testified falsely about an important fact. And ask whether there was evidence that at some other time a witness said or did something, or didn't say or do something, that was different from the testimony the witness gave during this trial.

But keep in mind that a simple mistake doesn't mean a witness wasn't telling the truth as he or she remembers it. People naturally tend to forget some things or remember them inaccurately. So, if a witness misstated something, you must decide whether it was because of an innocent lapse in memory or an intentional deception. The significance of your decision may depend on whether the misstatement is about an important fact or about an unimportant detail.

Responsibility for Proof – Plaintiff's Claims, Preponderance of the Evidence

In this case it is the responsibility of the SEC to prove every essential part of its claims by a "preponderance of the evidence." This is sometimes called the "burden of proof" or the "burden of persuasion."

A "preponderance of the evidence" simply means an amount of evidence that is enough to persuade you that the SEC's claim is more likely true than not true. If the proof fails to establish any essential part of a claim or contention by a preponderance of the evidence, you should find against the SEC on that claim.

When more than one claim is involved, you should consider each claim separately.

In deciding whether any fact has been proved by a preponderance of the evidence, you may consider the testimony of all of the witnesses, regardless of who may have called them, and all of the exhibits received in evidence, regardless of who may have produced them.

If the proof fails to establish any essential part of the SEC's claim by a preponderance of the evidence, you should find that the Defendant is not liable as to that claim or claims.

Stipulations

Sometimes the parties have agreed that certain facts are true. This agreement is called a stipulation. You must treat these facts as proved for this case.

The parties have stipulated to the following facts:

1. The Par Funding, Fidelis, and ABFP notes are securities.
2. Par Funding was started by Lisa McElhone and Joseph LaForte in or about 2011, and Par Funding offered promissory notes from 2012 to July 2020.
3. Par Funding was registered to do business in Florida, represented it was headquartered in Florida, and operated out of offices in Philadelphia.
4. The LME 2017 Family Trust was Par Funding's sole owner, and McElhone was one of Par Funding's officers and the only employee. Ms. McElhone was the grantor of the LME Trust, and Ms. McElhone and Joseph LaForte were its trustees.
5. On October 4, 2006, LaForte was convicted of state felony charges in New York for grand larceny and money laundering. In 2009, LaForte pled guilty to criminal charges in the U.S. District Court for the District of New Jersey for conspiracy to operate an illegal gambling business.
6. Joseph Cole is a resident of Philadelphia who served as the CFO for Par Funding from 2016 until July 2020.
7. During the relevant time period, Par Funding raised money through the offer and sale of promissory notes. Par Funding issued 12-month promissory notes stating the note holder would receive various annual interest rates.
8. Dean Vagnozzi was the owner of A Better Financial Plan and ABFP Management.
9. From 2016 until July 2020, Perry Abbonizio was the investor relations liaison for Par Funding.

10. Furman is a resident of Florida who through his company United Fidelis Group Corp., operated and managed Fidelis Financial Planning LLC, which offered, sold, and issued promissory notes to investors.

11. At all times, Fidelis Financial Planning operated out of West Palm Beach, Florida.

12. No registration statement was filed or in effect with the Commission with respect to the offer and sale of Par Funding's promissory notes and ABFP's promissory notes.

Use of Recorded and Video Conversations

During the course of the trial, you heard and saw videos and recordings of conversations. This is proper evidence for you to consider. You also were given transcripts of the recordings and videos to help you identify speakers and guide you through the recordings and videos. But remember that it is the recording or the video that is evidence, not the transcript. If you believe at any point that the transcript said something different from what you saw or heard on the recording or the video, disregard that portion of the transcript and rely instead on what you saw or heard.

The Commission's Claims

In this case, the SEC brings seven claims, or counts. The first, second, and third counts are brought under Section 10(b) and Rule 10b-5 of the Exchange Act. The fourth, fifth, and sixth counts are brought under Section 17(a) of the Securities Act. The seventh count is brought under Sections 5(a) and (c) of the Securities Act. I will now give you additional instructions on each count.

Count I – Section 10(b) and Rule 10b-5(a) of the Exchange Act

The SEC, asserts claims under the Securities Exchange Act of 1934.

The Exchange Act is a federal statute that allows the SEC to enact rules and regulations prohibiting certain conduct in the purchase or sale of securities. Rule 10b-5(a) makes it unlawful for a person to employ any device, scheme, or artifice to defraud someone else in connection with the purchase or sale of any security.

A "security" is an investment in a commercial, financial, or other business enterprise with the expectation that profits or other gain will be produced by others. Some common types of securities are stocks, bonds, debentures, warrants and investment contracts.

The promissory notes at issue in this case are securities.

To prove a claim under Section 10(b) and Rule 10b-5(a) against Mr. Furman, the SEC must prove each of the following facts by a preponderance of the evidence:

First, you must find that Michael Furman used an instrumentality of interstate commerce in connection with the purchase or sale of a security.

Second, you must find that the Defendant: used a device, scheme, or artifice to defraud someone in connection with the purchase or sale of a security.

And third, you must find the Defendant acted knowingly or with severe recklessness.

For the first element – that an instrumentality of interstate commerce was used in connection with the purchase or sale of a security – you must use these definitions: "Instrumentality of interstate commerce" means the use of the mails, telephone, Internet, or some other form of electronic communication, or an interstate delivery system such as Federal Express or UPS.

For the second element, the SEC must prove that Mr. Furman used a device, scheme, or artifice to defraud in connection with the purchase or sale of a security. The SEC does not need

to identify any particular purchase or sale of securities by a specific person, including Mr. Furman. Rather, it's enough if the SEC proves that the device, scheme, or artifice to defraud used by Mr. Furman involved, or touched in any way, the purchase or sale of securities.

A "scheme" is a design or plan formed to accomplish some improper purpose. A "device," when used in an unfavorable sense, is a "trick" or "fraud." Put another way, the terms "device, scheme, or artifice to defraud" would refer to any improper plan or course of action that involves: (1) false or fraudulent pretenses, (2) untrue statements of material facts, (3) omissions of material facts, or (4) representations, promises, and patterns of conduct calculated to deceive.

A misstatement or omission of fact is "material" if there is a substantial likelihood that a reasonable investor would attach importance to the misrepresented or omitted fact in determining his course of action. Put another way, there must be a substantial likelihood that a reasonable investor would view the misstated or omitted fact's disclosure as significantly altering the total mix of available information. A minor or trivial detail is not a "material fact."

For the third element, the SEC must prove that Mr. Furman acted knowingly or with severe recklessness. The term "knowingly" means that Mr. Furman acted with an intent to deceive, manipulate, or defraud. But Mr. Furman did not act knowingly if he acted inadvertently, carelessly, or by mistake.

To act with "severe recklessness" means to engage in conduct that involves an extreme departure from the standard of ordinary care. A person acts with reckless disregard if it's obvious that an ordinary person under the circumstances would have realized the danger and taken care to avoid the harm likely to follow.

If you find that the SEC has proved one or more of its claims against Mr. Furman, I alone will determine the remedy or remedies to be imposed later.

Count II – Section 10(b) and Rule 10b-5(b) of the Exchange Act

In Count II, the SEC alleges that Michael Furman violated Section 10(b) of the Exchange Act and Exchange Act Rule 10b-5(b). Rule 10b-5(b) makes it unlawful for a person to misrepresent a material fact, or omit to state a material fact, in connection with the purchase or sale of a security. The definition of the term "security" is the same as the definition I gave you in Count I.

To prove a claim under Section 10(b) and Rule 10b-5(b), the SEC must prove each of the following facts by a preponderance of the evidence:

First, you must find the Defendant used an instrumentality of interstate commerce in connection with the purchase or sale of a security.

Second, you must find that the Defendant made a misrepresentation of a material fact, or omitted to state a material fact, in connection with the purchase or sale of a security.

Third, you must find the Defendant acted knowingly or with severe recklessness.

For the first element, the definitions of the terms "sale" and "instrumentality of interstate commerce" are the same as I gave you in Count I.

For the second element, the SEC must prove that the Defendant either made an untrue statement of material fact or omitted a material fact, either of which would tend to mislead the prospective buyer or seller of a security.

A "misrepresentation" is a statement that is not true. An "omission" is the failure to state facts that would be necessary to make the statements made Mr. Furman not misleading. To find for the SEC on the second element, you need only find that the Defendant made or was responsible for one misrepresentation or omission.

A misstatement or omission of fact is "material" if there is a substantial likelihood that a reasonable investor would attach importance to the misrepresented or omitted fact in determining

his or her course of action. Put another way, there must be a substantial likelihood that a reasonable investor would view the misstated or omitted fact's disclosure as significantly altering the total mix of available information. A minor or trivial detail is not a "material fact."

The SEC does not need to identify any particular purchase or sale of securities by a specific person, including Mr. Furman. Rather, it's enough if the SEC proves that the misrepresentation or omission involved or touched any purchase or sale of a security in any way. The SEC claims that Mr. Furman made the following misrepresentations or omissions regarding:

(a) the success of Par Funding;

(b) that Par Funding founder and executive Joseph LaForte was a convicted felon;

(c) that the Pennsylvania Department of Banking and Securities had issued an Order against Par Funding for violating securities laws in connection with the offer and sale of Par Funding promissory notes;

(d) that the New Jersey Division of Securities had entered a Cease and Desist Order against Par Funding for violating securities laws in connection with the offer and sale of Par Funding promissory notes;

(e) that the Texas Securities Board had entered an Emergency Cease and Desist Order against Par Funding, Par Funding executive Perry Abbonizio, and ABFP for violating securities laws and engaging in fraud in connection with the offer and sale of Par Funding promissory notes;

(f) that the New Jersey Division of Securities had retracted its Order against Par Funding and had made positive findings about Par Funding;

(g) that the Pennsylvania Department of Banking and Securities had issued an Order against Dean Vagnozzi/ABFP, for violating securities laws in connection with the Par Funding securities offering and had issued sanctions; and

(h) that Par Funding's merchant cash advances had an average 1% default rate.

For the second element, the SEC must first prove that Mr. Furman made one or more of the alleged misrepresentations of fact or omitted facts that would be necessary to prevent other statements made by Mr. Furman from being misleading. And second, that the misrepresentation or omission involved "material" facts. If Mr. Furman has previously made false or inaccurate statements regarding material facts, such as statements or information he sent to investors, or statements he made in press releases, he has a duty to correct those statements if it is discovered later that those statements weren't true when made and they remain material to a shareholder's investment decision.

For the third element, the SEC must prove that Mr. Furman made the alleged misrepresentations or omissions knowingly, or with severe recklessness. The definitions of the terms "knowingly" and "severe recklessness" are the same as I gave you in Count I.

As an example, Mr. Furman acted "knowingly" or with severe recklessness if he stated material facts that he knew were false or stated untrue facts with reckless disregard for their truth or falsity or didn't disclose material facts that he knew or was severely reckless in not knowing, and knew or was severely reckless in not knowing that disclosing those facts was necessary to avoid making his other statements misleading.

If you find that the SEC has proved one or more of its claims against Mr. Furman, I alone will determine the remedy or remedies to be imposed later.

Count III – Exchange Act Section 10(b) and Rule 10b-5(c)

In Count III, the SEC alleges that Michael Furman violated Section 10(b) of the Exchange Act and Exchange Act Rule 10b-5(c). Rule 10b-5(c) makes it unlawful for a person to engage in any practice or course of dealing that would operate as a fraud in connection with the purchase or sale of any security.

The definition of the term "security" is the same as the definition I gave you in Count I.

To prove a claim under Section 10(b) and Rule 10b-5(c), the SEC must prove each of the following facts by a preponderance of the evidence:

First, you must find that Mr. Furman used an instrumentality of interstate commerce in connection with the purchase or sale of a security.

Second, you must find that Mr. Furman engaged in an act, practice, or course of business in connection with the purchase or sale of a security that operated or would operate as a fraud or deceit on any person.

Third, you must find that Mr. Furman acted knowingly or with severe recklessness.

For the first element, the definitions of the terms "sale" and "instrumentality of interstate commerce" are the same as I gave you in Count I.

For the second element, the SEC must prove that Mr. Furman engaged in any act, practice, or course of business, in connection with the purchase or sale of a security, that operated or would operate as a fraud or deceit on any person. The SEC does not need to identify any particular purchase or sale of securities by a specific person, including Mr. Furman. Rather, it is enough if the SEC proves that the act, practice, or course of business that Mr. Furman engaged in involved, or touched in any way, the purchase or sale of securities.

A "fraud or deceit" means a lie or a trick. A fraud or deceit doesn't have to relate to an investment's quality or actually result in the purchase or sale of any security. It's not necessary

that Mr. Furman who was allegedly involved in the fraud or deceit, sold or purchased securities personally if the fraudulent or deceitful conduct defrauded some person.

The term "would" in the phrase "would operate as a fraud or deceit" means that the act, practice, or course of business had the capacity to defraud a purchaser or seller. It's not necessary that the act, practice, or course of business actually defrauded someone.

For the third element, the definition of the terms "knowingly" and "severe recklessness" are the same as I gave you in Count I.

If you find that the SEC has proved one or more of its claims against Mr. Furman, I alone will determine the remedy or remedies to be imposed later.

Count IV - Section 17(a)(1) of the Securities Act

In Counts IV, V, and VI, the SEC asserts claims under the Securities Act of 1933. The Securities Act is a federal statute prohibiting certain conduct in the offer or sale of securities. Section 17(a)(1), like Section 10(b) and Rule 10b-5, makes it unlawful for a person to employ any device, scheme, or artifice to defraud in connection with the offer or sale of any security.

In Count IV, the SEC alleges that Michael Furman violated Section 17(a)(1) of the Securities Act, which makes it unlawful for a person to employ any device, scheme, or artifice to defraud in the offer or sale of any security.

The definition of the terms "security" and "sale" are the same as I gave you in Count I. An "offer," "offer to sell," or "offer for sale" means attempting to dispose of a security or an interest in a security for value by inviting buyers.

To prove a claim under Section 17(a)(1) of the Securities Act, the SEC must prove each of the following facts by a preponderance of the evidence:

First, you must find that the Defendant used an instrumentality of interstate commerce in the offer to sell or sale of a security.

Second, you must find that the Defendant used a device, scheme, or artifice to defraud someone in the offer to sell or sale of a security.

And third, you must find that the Defendant acted knowingly or with severe recklessness.

For the first element, the definition of the term "instrumentality of interstate commerce" is the same as the definition as I gave you in Count I.

For the second element, the SEC must prove that the Defendant used a device, scheme, or artifice to defraud in the offer to sell or sale of a security. The definitions of the terms "device," "scheme," and "artifice to defraud" are the same as those I previously gave you. The Commission does not need to identify any particular offer to sell or sale of securities by a specific person,

including the Defendant. Rather, it is enough if the SEC proves that the device, scheme, or artifice to defraud that the Defendant used or employed involved the offer to sell or sale of securities.

For the third element, the definition of the terms "knowingly" and "severe recklessness" are the same as I gave you in Count I.

If you find that the SEC has proved one or more of its claims against Mr. Furman, I alone will determine the remedy or remedies to be imposed later.

Count V - Section 17(a)(2) of the Securities Act

In Count V, the SEC alleges that Michael Furman violated Section 17(a)(2) of the Securities Act. Section 17(a)(2) makes it unlawful for a person to obtain money or property using any untrue statement of a material fact or by omitting any material fact necessary to make statements, in light of the circumstances under which they were made, not misleading in the offer to sell or sale of a security.

The definition of the term "security" is the same as I gave you in Count I.

To prove a claim under Securities Act Section 17(a)(2) of the Securities Act, the SEC must prove each of the following facts by a preponderance of the evidence:

First, you must find the Defendant used an instrumentality of interstate commerce in connection with the offer to sell or sale of a security.

Second, you must find the Defendant directly or indirectly made one or more misrepresentations of material fact or omissions of material fact in the offer to sell or sale of a security.

Third, you must find the Defendant was negligent in making the representation or omission.

For the first element, the definitions of the terms "instrumentality of interstate commerce," "sale," and "offer to sell" are the same as those I previously gave you.

For the second element, to prove its claim under Section 17(a)(2), the SEC must prove that the Defendant made a misrepresentation of material fact or an omission of material fact

The SEC claims that Mr. Furman is responsible for the following misrepresentations of fact or omissions regarding:

(a) the success of Par Funding;

(b) that Par Funding founder and executive Joseph LaForte was a convicted felon;

(c) that the Pennsylvania Department of Banking and Securities had issued an Order against Par Funding for violating securities laws in connection with the offer and sale of Par Funding promissory notes;

(d) that the New Jersey Division of Securities had entered a Cease and Desist Order against Par Funding for violating securities laws in connection with the offer and sale of Par Funding promissory notes;

(e) that the Texas Securities Board had entered an Emergency Cease and Desist Order against Par Funding, Par Funding executive Perry Abbonizio, and ABFP for violating securities laws and engaging in fraud in connection with the offer and sale of Par Funding promissory notes;

(f) that the New Jersey Division of Securities had retracted its Order against Par Funding and had made positive findings about Par Funding;

(g) that the Pennsylvania Department of Banking and Securities had issued an Order against Dean Vagnozzi/ABFP, for violating securities laws in connection with the Par Funding securities offering and had issued sanctions; and

(h) that Par Funding's merchant cash advances had an average 1% default rate.

The same definitions of the terms "misrepresentation," "omission," and "material" are the same as I previously gave you.

For the third element, the SEC must prove the Defendant was negligent in making materially false or misleading statements or omissions in connection with the offer to sell or sale of a security. "Negligence" is the failure to exercise the due diligence, care, or competence that a reasonable person would when making representations. Ask yourself: Would a reasonable person have omitted or made the statements?

If you find that the SEC has proved one or more of its claims against Mr. Furman, I alone will determine the remedy or remedies to be imposed later.

Count VI - Section 17(a)(3) of the Securities Act

In Count VI, the SEC alleges that Michael Furman violated Section 17(a)(3) of the Securities Act. Section 17(a)(3) makes it unlawful for a person, in the offer or sale of a security, to engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon the purchaser.

You should use the definition of the term "security" that I gave you in Count I.

To prove a claim under Section 17(a)(3), the SEC must prove each of the following facts by a preponderance of the evidence:

First, you must find the Defendant used an instrumentality of interstate commerce in the offer to sell or sale of a security.

Second, you must find the Defendant engaged in a transaction, practice, or course of business, in connection with the offer to sell or sale of a security, that operated or would operate as a fraud or deceit upon a purchaser.

Third, you must find the Defendant was negligent in engaging in the transaction, practice, or course of business.

For the first element, you should use the definitions of "instrumentality of interstate commerce," "sale," and "offer to sell" that I previously gave you.

For the second element, the SEC must prove the Defendant engaged in any act, practice, or course of business, in the offer to sell or sale of a security, that operated or would operate as a fraud or deceit upon the purchaser. The Commission must prove that the act, practice, or course of business that the Defendant engaged in involved the offer to sell or sale of securities.

You should use the same definitions of the terms "fraud or deceit," "sale," "offer to sell," and "would" that I previously gave you. For the third element, you should use the same definition of "negligence" that I gave you in Count V.

Count VII – Sections 5(a) and 5(c) of the Securities Act

The SEC asserts a claim under the Securities Act of 1933, a federal statute regulating the offer and sale of securities. Sections 5(a) and 5(c) of the Securities Act require the offer or sale of certain securities to be registered. Registering securities ensures that companies file essential facts with the SEC which then makes these facts public. It's unlawful, without an exemption from the Securities Act's registration requirements, for any person to use an instrumentality of interstate commerce to buy or sell, offer to buy or sell, or transport or deliver after sale, an unregistered security.

To succeed on its claim that Michael Furman violated Securities Act Sections 5(a) and 5(c), the SEC must prove each of the following three elements by a preponderance of the evidence as to Par Funding or ABFP:

First, you must find that Furman directly or indirectly sold, or offered to sell, securities.

Second, you must find that Furman used an instrument of transportation or communication in interstate commerce in connection with the offer to sell or sale of securities.

And third, you must find that a registration statement for the securities was not in effect.

You should use the definition of the term "security" that I gave you in Count I.

The terms "sale" or "sell" mean the transfer of a security for value. This includes contracts for the sale for value or any other disposition for value of a security or interest in a security. An "offer," "offer to sell," or "offer for sale" means attempting to dispose of a security or an interest in a security for value by inviting buyers.

To "directly or indirectly" sell securities means Mr. Furman was a "necessary participant," or "substantial factor," in the sale or offer to sell that the SEC claims is in violation of Securities Act Sections 5(a) and 5(c).

Mr. Furman may be a "necessary participant" or "substantial factor" in the sale of securities if, by way of one example, he employs or directs others to sell or offer to sell securities, or plans the process by which unregistered securities are offered or sold. To satisfy this element, the SEC isn't required to show that Mr. Furman had direct contact with any of the investors who were offered or purchased the securities at issue.

"Instrument of transportation or communication in interstate commerce" means the use of the mails, telephone, Internet, or some other form of electronic communication, or an interstate delivery system such as Federal Express or UPS.

A person who sells unregistered securities violates Securities Act Section 5 regardless of whether the violation was committed knowingly, intentionally, recklessly, or negligently.

A Defendant's good-faith belief that the sale or offer to sell was legal, and his reliance on the advice of counsel, aren't defenses to a violation of Section 5 of the Securities Act.

If you find that the SEC has proved these three elements by a preponderance of the evidence, the burden shifts to the Defendant to prove, by a preponderance of the evidence, that the offer to sell or sale of the securities was exempt from the Securities Act's registration requirements.

Court's Duty to Decide Remedies

If you determine that the SEC has proved that Michael Furman is liable on any of the counts by a preponderance of the evidence, then the Court alone will determine the remedy or remedies to impose at a later date.

Duty to Deliberate When Damages are not an Issue

Your verdict must be unanimous – in other words, you must all agree. Your deliberations are secret, and you'll never have to explain your verdict to anyone.

Each of you must decide the case for yourself, but only after fully considering the evidence with the other jurors. So, you must discuss the case with one another and try to reach an agreement. While you're discussing the case, don't hesitate to reexamine your own opinion and change your mind if you become convinced that you were wrong. But don't give up your honest beliefs just because others think differently or because you simply want to get the case over with.

Remember that, in a very real way, you're judges – judges of the facts. Your only interest is to seek the truth from the evidence in the case.

Election of Foreperson Explanation of Verdict Form

When you get to the jury room, choose one of your members to act as foreperson. The foreperson will direct your deliberations and speak for you in court.

A verdict form has been prepared for your convenience. I will explain it to you now.

Take the verdict form with you to the jury room. When you've all agreed on the verdict, your foreperson must fill in the form, sign it and date it. Then you'll return it to the courtroom.

If you wish to communicate with me at any time, please write down your message or question and give it to the court security officer. The court security officer will bring it to me, and I'll respond as promptly as possible – either in writing or by talking to you in the courtroom. Please understand that I may have to talk to the lawyers and the parties before I respond to your question or message, so you should be patient as you await my response. But I caution you not to tell me how many jurors have voted one way or the other at that time. That type of information should remain in the jury room and not be shared with anyone, including me, in your note or question.