JURY INSTRUCTIONS

I. GENERAL INSTRUCTIONS

Now that you have heard all of the evidence and the arguments of counsel, it is my job to instruct you on the law that is applicable to this case.

I will send a written copy of my instructions into the jury room.

A. Province of the Court and Jury

It is your duty as jurors to follow the law as I shall state it to you. You are not to be concerned with the wisdom of any rule of law stated by me.

It is your duty to apply that law to the facts as you determine those facts to be from the evidence in this case. You are not to single out one instruction alone as stating the law, but must consider the instructions as a whole.

Further, nothing I say in these instructions is to be taken as an indication that I have any opinion about the facts of the case. I do not. It is not my function to determine the facts, but rather it is your function to do so.

You must perform your duties as jurors without bias or prejudice as to any party. The law does not permit you to be governed by sympathy, prejudice, or public opinion. All parties -- and the law -- expect and require that you will carefully and impartially consider all the evidence, follow the law as it is now being given to you, and reach a just verdict, regardless of the consequences.

This case should be considered and decided by you as an action between persons of equal standing in the community, of equal worth, and holding the same or similar stations of life. A corporation is entitled to the same fair trial at your hands as a private individual. All parties are

entitled to the same fair trial at your hands. All parties stand equal before the law, and are to be dealt with as equals in a court of justice.

B. Evidence in the Case

The evidence from which you are to decide the facts consists of: the sworn testimony of witnesses; the exhibits that have been received into evidence; and any facts to which the lawyers have agreed or stipulated.

In determining the facts in this case, you are to consider only the evidence that has been properly put before you. Evidence that the court admits in full is properly before you for your consideration; evidence that this court has stricken or refused to admit is not a proper subject for your deliberations and should not be considered by you. Admitted evidence will be available to you in the jury room for consideration during your deliberations.

It is the duty of counsel to protect the rights and interests of his client, and in the performance of that duty he freely may make objections to the admission of proffered evidence and should not, in any manner, be penalized for doing so.

The fact that the Court admitted evidence over objection should not influence you in determining the weight you should give such evidence. Nor should statements made by counsel, either for or against the admission of such evidence, influence your determination of the weight you will give the evidence, if admitted. In other words, you should determine the weight you will give such evidence on the basis of your own consideration of it and without regard to the ruling of the Court or the statements of counsel concerning the admissibility of such evidence.

C. Not Evidence

Certain things are not evidence, and you may not consider them in deciding what the facts are. I will list them for you:

1. Arguments and statements by lawyers are not evidence. The lawyers are not witnesses. What they have said in their opening statements and closing arguments, and at other times, is not evidence. If the facts as you remember them differ from the way the lawyers have stated them, your memory controls.

2. Questions and objections by lawyers are not evidence. Attorneys have a duty to their clients to object when they believe a question is improper under the rules of evidence. You should not be influenced by the objection or by the court's ruling on it.

3. Testimony that has been excluded is not evidence and must not be considered.

4. Anything you may have seen or heard when the court was not in session is not evidence. You are to decide the case solely on the evidence received at trial.

D. Evidence – Direct, Indirect, or Circumstantial

There are two types of evidence from which you may properly find the facts of a case. One is direct evidence – such as the testimony of an eyewitness. The other is indirect or circumstantial evidence – that is, the proof of a chain of circumstances pointing to the existence or non-existence of certain facts.

As a general rule, the law makes no distinction between direct or circumstantial evidence. You are simply required to find the facts in accordance with the preponderance of all the evidence in the case, both direct and circumstantial.

In your consideration of this evidence, you are not limited to the bald statements of the witnesses. In other words, you are not limited to what you see and hear as the witnesses testify. You are allowed to make reasonable inferences from the evidence. Let me give you an example

of an inference. If your mailbox was empty when you left home this morning, and you find mail in it when you go home tonight, you may infer that the letter carrier delivered the mail. Now, obviously, you didn't see the letter carrier deliver the mail, but from the fact that it was empty this morning and is filled tonight, you can properly infer that the letter carrier came in the interim and delivered the mail. That is all that we mean by an inference. You are permitted to draw reasonable inferences that seem justified in light of your experience, and from facts that you find have been proven.

Inferences are deductions or conclusions that reason and common sense lead you to draw from facts that have been established by the evidence in this case. Inferences, however, may not be based on speculation or conjecture.

E. Credibility of Witnesses

You are the sole judges of the credibility of the witnesses and the weight their testimony deserves. In deciding the facts of this case, you may have to decide which testimony to believe and which testimony not to believe. In considering the testimony of any witness, you may take into account:

1. the opportunity and ability of the witness to see or hear or know the things testified to;
2. the witness's memory;
3. the witness's manner while testifying;
4. the witness's interest in the outcome of the case and any bias or prejudice the witness may have;
5. whether other evidence contradicted the witness's testimony; and
6. the reasonableness of the witness's testimony in light of all the evidence.

After making your own judgment, you may believe everything a witness says, or part of it, or none of it at all. Also, the weight of the evidence is not necessarily determined by the number of witnesses testifying to the existence or non-existence of any fact.

F. Opinion Evidence – Expert Witness

While the rules of evidence ordinarily do not permit witnesses to testify as to opinions or conclusions, an exception exists as to those persons whom we refer to as expert witnesses. These are witnesses who, by education and experience, have become experts in some art, science, profession, or calling, and thus may state their opinions as to relevant and material matters in which they profess to be experts, and may also state their reasons for the opinion.

If testimony from an expert witness is to have any evidentiary value, it must speak in terms of "probabilities" rather than mere "possibilities." Although absolute certainty is not required, the conclusions of an expert must be reached to a reasonable degree of certainty – that is, to a probability. In order for an expert's opinion to be considered by you, it must have substantial probative value and not be based on speculation, conjecture, or surmise.

You should give an expert opinion such weight as you may think it deserves, whether it was based on personal observations or on hypothetical questions. If you conclude that the reasons given in support of the expert's opinion are not sound, or if you feel that it is outweighed by other evidence, you may disregard the opinion entirely.

G. Burden of Proof: Preponderance of the Evidence

The burden is on the plaintiff in a civil action, such as this, to prove every essential element of his claims by a preponderance of the evidence. If the proof should fail to establish any essential element of the Plaintiff's claim by a preponderance of the evidence in this case,

then you should find for the Defendant. The Defendant does not have any obligation to disprove that which the Plaintiff asserts or claims.

To establish by "a preponderance of the evidence" means to prove that something is more probably true than not true. In other words, if you were looking at opposite ends of a scale, the plaintiff's evidence would have to make one end of the scale tip somewhat to its side.

When I say in these instructions that a party has the burden of proof on any proposition, or use the expression "if you find," I mean you must be persuaded, considering all the evidence in the case, that the proposition is more probably true than not true. This rule does not, of course, require proof to an absolute certainty or even a near certainty.

II. CASE-SPECIFIC INSTRUCTIONS

A. Nature of the Plaintiffs' Claims

The Plaintiffs in this case are Brian and Melissa Faria, individually and as parents of and Rachelle Faria. The Defendant in this case is Harleysville Worcester Insurance Company. This case concerns Brian Faria's contractual claim that he is entitled to receive uninsured motorist benefits from Harleysville Worcester Insurance Company in accordance with the policy of insurance in effect for Silver Lake Auto Sales. Brian Faria claims that Harleysville breached the contract of insurance in effect between the parties at the time of the accident.

In essence, Mr. Faria asserts that Harleysville Insurance should pay his damages because the collision on March 12, 2010 resulted, at least in part, from the negligence of an unidentified motorist. In addition, the other Plaintiffs, Melissa Faria and their two children have claims against the Defendant for Loss of Consortium, which I will discuss in a few minutes.

B. Breach of Contract – Elements

In order for the Plaintiff to prevail on his breach of contract claim, he must prove three (3) elements by a preponderance of the evidence: (1) that a contract existed between the Plaintiff and the Defendant; (2) that the Defendant breached that contract; and (3) that the loss or damages being claimed were caused by the Defendant's breach. There is no question that the first element is met – the parties agree that a contract of insurance existed. The issues for you to decide involve the last two elements; i.e. did Harleysville breach of contract by failing to pay the Farias' claim and, if so, what is the amount of damages?

A breach of contract is an unjustified failure to comply with a material or important term of a contract. A material term is an important term, or to put it differently, it is a term that if not complied with, will deprive the other party of the benefit that it bargained for under the contract.

C. Insurance Policy – Uninsured Motorist

The insurance policy – the contract at issue in this case – that was in effect at the time of the accident states, in pertinent part, as follows:

"RHODE ISLAND UNINSURED MOTORISTS COVERAGE...

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" because of:

i. "Bodily injury" sustained by an "insured" and caused by an "accident", and

ii. "Property damage" caused by an "accident".

The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an "uninsured motor vehicle"...

e. ". . . Without physical contact [ ] However, in such cases, the insured must prove by a fair preponderance of evidence that the bodily injury or property

damage resulted from the negligence of an unidentified motorist."

D. Uninsured Motorist Coverage

This case concerns Brian Faria's contractual claim that he is entitled to receive uninsured motorist benefits from Harleysville in accordance with the policy of automobile insurance in effect between Silver Lake Auto Sales and Harleysville at the time of the accident. Uninsured motorist benefits are those benefits that the Defendant is obligated to pay to the Plaintiff when the Plaintiff sustains damages as a result of an accident caused by an uninsured motorist. Therefore, in order for the Plaintiff to prevail under the terms of the policy and recover from the Defendant, he must prove that he is entitled to recover damages from the owner or driver of an uninsured motor vehicle. I will explain to you shortly how the insurance policy defines an uninsured motor vehicle.

The Plaintiff must meet his burden of proof on this issue by proving that the owner or operator of the uninsured motor vehicle was negligent and that this negligence was a proximate cause of the accident.

E. Hit-and-Run Vehicle – Unidentified Motorist

A hit-and-run vehicle is a motor vehicle operated by a motorist who had caused, or contributed by his negligence to cause, an accident and flees the scene of the accident without being identified.

Under the terms of the insurance policy in effect between Silver Lake Auto Sales and Defendant at the time of the accident, an uninsured motor vehicle includes a motor vehicle that is a hit and run vehicle whose operator or owner cannot be identified. Physical contact between the vehicles is not required to fall within the definition of "hit-and-run," or unidentified motorist.

F. Substantial Nexus

The question of whether an injury arose out of an uninsured vehicle turns on whether there was a "substantial nexus" between the injury and the uninsured vehicle, not whether the vehicle itself was the "instrumentality" of the injury.

G. Mere Happening of an Accident

The mere fact an accident occurs does not necessarily mean that someone has been negligent or that such negligence proximately caused the injuries to the plaintiff. Sometimes accidents will happen even where no one has breached a duty of care to another person. Sometimes injuries or events occur that are not the proximate result of any negligent act or failure to act.

H. Negligence

Generally, negligence is the failure of one person, acting in a given set of circumstances, to exercise that degree of care for the safety or interest of another person that a reasonably prudent person would ordinarily exercise in the same or similar circumstances.

Negligence may result from not doing something that a reasonably prudent person would do or it may result from doing something that a reasonably prudent person would not do under the same or similar circumstances.

In other words, when a person either by acting or not acting in a given set of circumstances, fails to exercise the degree of care for the safety of another person that a reasonably prudent person would have used under the same or similar circumstances, you have negligence. When we say that a person was acting with due and reasonable care, we mean that this person was not negligent.

I. Proximate Cause

Negligence and the legal term "proximate cause" work together. We refer to "proximate cause" as a necessary element of negligence. The concept is that even if a person has been negligent that person will not be held responsible or liable unless that negligent conduct caused actual harm to someone else. If a person is negligent but that negligence is not a substantial or moving cause of some harm, then the person should not be held responsible for his negligence. Only where a person's negligence causes harm do we hold the person responsible for that harm. There must be a link or connection between the negligence and the harm in order to hold a person responsible.

The question is to what extent did the negligent conduct cause the harm? The law requires that the connection or link between the negligent conduct and the resulting harm be legally sufficient, that is, something more than insubstantial or insignificant.

Proximate cause means a cause that in a natural, continuous and unbroken sequence produces an event or injury and without which the event or injury would not have occurred. The proximate cause of an event or injury is a substantial, primary or moving cause without which the event or injury would not have happened. Causes that are merely incidental are not proximate causes. Unless the uninsured motorist's negligence is a proximate cause of some harm caused to the Plaintiff then the Defendant cannot be held liable to Plaintiff.

A cause that is a proximate cause may be the sole or only cause of an event or injury. Or, it may be one of two or more or even several causes of an event or injury some of which are a proximate cause and some of which are not. A cause is a proximate cause even if it comes together with or unites with some other cause and produces the event or injury.

The test is whether the particular cause at issue is a substantial cause or whether it is merely incidental.

If you find that there was an "unidentified motorist" who was negligent, then consider whether the negligence was a proximate cause of the Plaintiff's injuries.

J. Comparative Negligence

I will talk to you for a few moments about a concept known as comparative negligence. In this case, the Defendant contends that Brian Faria was negligent and that his negligence was a cause of the accident. Therefore, only if you find there was an "unidentified motorist" that was negligent, you then must also determine whether or not Plaintiff was also negligent. You must determine whether the Plaintiff exercised that degree of care for his own safety that a reasonably prudent person would exercise under the same or similar circumstances and whether the Plaintiff's negligence was a proximate cause of the accident.

In determining whether or not the Plaintiff was negligent, you must keep in mind that all of my instructions concerning the elements of negligence and burden and standard of proof apply to the question of Plaintiff's negligence as well as to the question of the uninsured motorist's negligence. In other words, the Plaintiff bears the burden of proving there was an unidentified motorist who caused his injuries, but then, however, the Defendant bears the burden of proving each of the elements of Plaintiff's alleged negligence by a preponderance of the evidence.

Now, the law is that the Plaintiff's negligence does not necessarily operate to bar or to stop him from recovering damages against the Defendant. The Plaintiff's negligence, however, will operate to reduce his damages by the percentage that his own negligence

contributed as a proximate cause to his own injury. In this way we compare the negligence of the Plaintiff and the uninsured motorist and allocate responsibility for the accident between them.

In considering the comparative negligence of Mr. Faria and the uninsured motorist, you must consider not only whether each was negligent, but also the extent to which the negligence of each contributed as a proximate cause of the accident. If you find that the Plaintiff was not negligent or that his negligence was not a proximate cause of the accident, then your verdict must be for the Plaintiff. On the other hand, if you find that the Plaintiff was negligent and that his negligence was a proximate cause of the accident, then the Plaintiff's and the uninsured motorist's negligence must be compared against each other.

In this way you will allocate comparative fault or comparative responsibility for the Plaintiff's injuries. I will explain the mechanics of that in a few minutes when I speak to you about damages.

K. Loss of Consortium Claims

Before you begin to examine the loss of consortium claims, you first must have already found that the Plaintiff, Brian Faria, prevailed on his breach of contract claim. This is so because the loss of consortium claims are dependent upon the breach of contract claim. In other words, if you determine that Mr. Faria did not prevail on his breach of contract claim, then you cannot reach the loss of consortium claims.

In the event you find that the Plaintiff did prevail on his breach of contract claim, then you must consider whether the Plaintiff's wife, Melissa Faria, and the Plaintiff's two children, have proven their loss of consortium claims. These claims for loss of consortium are separate and distinct claims that belong to Melissa Faria, and Rachelle Faria.

These loss of consortium claims are not part of the claims brought by the Plaintiff, Brian Faria.

In order to find for Melissa Faria, and Rachelle Faria, you must find that each of them proved to you a loss of companionship or material services or a loss of support as a result of the Defendant's breach of contract to the Plaintiff.

The law permits a spouse and/or minor children to make a claim against individuals whose actions have been the proximate cause of injuries to the other spouse. If the injury sustained by the Plaintiff proximately caused the other spouse and/or minor children to suffer a loss of the society, comfort and companionship of the injured spouse, then the spouse and/or minor children suffering that loss are entitled to be compensated.

III. DAMAGES

I now turn to the question of damages. In doing so, this Court does not intend to indicate that it is of the opinion that the Defendant is liable. You are instructed on damages in order that you may reach a sound and proper determination of the amount you will award, if any, in the event that you find that the Defendant is liable. If you determine that Plaintiff's accident was not caused by an uninsured motor vehicle, then you must return a verdict for Defendant. If, however, you determine that the Plaintiff's accident was caused, at least in part by an uninsured motor vehicle, then you must determine the amount of damages that the Plaintiff is entitled to recover from the uninsured motor vehicle.

You need to consider the question of damages only if you find that the plaintiff has proven his claim; for if you do not find the Defendant liable, no award of damages can be made.

Damages must be proved. The burden of proof as to the existence and extent of damages is on the Plaintiff. In other words, you may make an award for damages only to the extent that you find damages have been proven by a preponderance of the evidence. You may not base an

award of damages or the amount of any such award on speculation or conjecture. You must base an award of damages on the evidence presented and on what you consider to be fair and adequate compensation for such damages as you find have been proved. In making an award of damages, it is required that you determine the precise amount to be awarded.

If you find Harleysville liable, the damages for Mr. Faria may include: (1) reasonable medical expenses, and (2) conscious pain and suffering. The damages for Mrs. Faria and the two children are for loss of consortium. I will now instruct you on the law of damages for the specific claim involved in this case.

A. Medical Expenses

The Plaintiff is entitled to recover the reasonable expenses of his medical care, treatment, and attendance as an element of damages. In awarding damages for medical care, treatment, and attendance, you must consider whether the Plaintiff has proved two things: (1) whether the medical costs claimed by the Plaintiff were medically reasonable; and (2) whether those costs were necessarily incurred in providing care, treatment, and medical attendance. In assessing damages, you should consider evidence that establishes that plaintiff's medical treatment was necessary as a result of the accident, and you may consider evidence that establishes the reasonable charge for that treatment.

B. Pain and Suffering

The Plaintiff seeks to be compensated for the conscious pain and suffering that he endured as a result of the negligence complained of.

I will define pain and suffering for you. Pain means physical pain, the kind resulting from a physical impact or injury. It includes what we ordinarily think of as physical pain as well as discomfort, stiffness, and restriction of bodily motion that is caused by the pain or discomfort

brought about by moving. Pain must be conscious pain, that is, something that Mr. Faria was aware of. The law does not allow a jury to award damages for pain to a person while that person was unconscious.

Suffering, on the other hand, can be equated with what we sometimes call the mental anguish that arises from physical pain or injury to the body. Suffering means recognizing the pain, the danger resulting from the pain, and the knowledge that the pain and treatment for it will continue. If you find that Mr. Faria has proven that in addition to physical pain, he has also experienced fright, anguish, nervousness, grief, anxiety, worry, humiliation, embarrassment, shock or terror, he is entitled to recover for this mental suffering.

An award for pain and suffering must be fair and reasonable. It must be grounded in the evidence and not based upon speculation or conjecture. Nor may you arbitrarily pick some amount. Your award for pain and suffering should be based on the evidence that has been presented to show just how much pain and suffering Mr. Faria endured as a result of his injuries.

There is no particular formula by which to compute damages for pain and suffering. There are no objective guidelines by which you can measure the money equivalent of this injury; the only real measuring stick, if it can be so described, is your collective and enlightened conscience. You alone are the sole judges of what, if anything, should be awarded for pain and suffering.

In determining what amount to award the Plaintiff for pain and suffering, you should consider all of the facts and circumstances proved at trial including:

(a) the type of injuries the Plaintiff sustained;
(b) the extent and severity of Plaintiff's injuries;
(c) the length of time the Plaintiff sought and received medical treatment;
(d) whether the Plaintiff underwent any surgical operation as a result of his injury;
(e) whether the Plaintiff's injury was temporary or permanent;

(f) whether the Plaintiff was hospitalized and for how long; and
(g) whether the Plaintiff was prescribed and took any medication to relieve any pain.

You may also consider the testimony of the Plaintiff in describing the nature of his pain, the intensity of the pain and how the pain affected his ability to do everyday activities. You may also consider any other evidence showing any objective manifestations of pain such as the medical records, other exhibits and testimony of the witnesses.

C. Loss of Consortium

The claims for loss of consortium are separate and distinct claims that belong to Plaintiffs Melissa Faria, , and Rachelle Faria alone. These claims are not part of Brian Faria's claims. His claims are not to be considered as part of the damages to be awarded, if any, to his injured spouse and/or children.

In arriving at the amount of damages, if any, which you will award for loss of consortium, you should consider what is fair compensation for the loss of the ordinary services and society and comfort and companionship, both physical and emotional, that spouses provide to each other.

Your award must derive from the evidence which has been introduced to show just how much Melissa Faria, and Rachelle Faria have lost in terms of the society, companionship and comfort from the Plaintiff, and how much Mrs. Faria will continue to lose in the future, how much will lose until she turns 18 years old, and how much Rachelle lost before she turned 18 in of 2014. You may consider all of the circumstances as shown by the evidence including the nature of the relationship between these family members prior to the injury as well as after, and the prospects for their relationships as a result of Brian Faria's injuries.

D. Comparative Negligence

If you find that both the Plaintiff and an unidentified motorist were negligent, this case will require that you assess and compare the relative amount of negligence of both of them. We compare the parties' responsibility for negligence in order to determine their relative liability or responsibility for the Plaintiff's injuries.

In this way we can allocate responsibility for the Plaintiffs injuries among the negligent parties. We also compare the parties' negligence so we can reduce the Plaintiff's money damages by whatever dollar amount is equivalent to the Plaintiff's percentage share of responsibility for his own injuries.

Remember, as I told you earlier in these instructions, the Plaintiff's negligence does not prevent him from recovering damages against the Defendant. It does, however, operate to reduce his damages by the percentage that his negligence contributed as a proximate cause to his injury.

If you reach the point where you have found that an unidentified motorist was negligent and that an unidentified motorist's negligence was a proximate cause of the Plaintiff's injuries and you have determined the amount of the Plaintiff's damages, you must then consider the question of the Plaintiff's own negligence. If you have found that the Plaintiff's injuries were not in any respect proximately caused by his own negligence then you must render a verdict for the Plaintiff for the total amount of damages which he has sustained.

But, if you find that the Plaintiff was negligent and that his own negligence was a proximate cause of his injuries, then you must proceed to reduce the award of total damages to him in an amount proportionate to the contribution that the Plaintiff's negligence made to his own injuries.

In order to do this, you must first determine the total dollar amount of the Plaintiff's damages. After you determine the total dollar amount of damages, you must determine what proportion, figured in a percentage, the Plaintiff's own negligence and the uninsured motorist's negligence was a proximate cause of those damages. You will be provided with a verdict form that will aid you in performing this exercise.

IV. FINAL PROCEDURAL INSTRUCTIONS

Ladies and Gentleman, in a moment I will dismiss you so that you may commence your deliberations. However, before I do that I need to give you some instructions about the procedures you must use in the course of your deliberations.

As I said at the beginning of my instructions, it goes without saying that prejudice, sympathy or compassion should not be permitted to influence you in the course of your deliberations. From what I have said I do not and did not mean to imply that you should approach your consideration of this case in an intellectual vacuum. You are not required to put aside or to disregard your experiences and observations in the ordinary, everyday affairs of life. Indeed, your experiences and observations in the ordinary, everyday affairs of life are essential to your exercise of reasonably sound judgment and discretion in the course of your deliberations; and it is your right and duty to consider the evidence in the light of such experience and observations.

During your deliberations, you must not communicate with or provide any information to anyone outside of the jury room by any means about this case. You may not use any electronic device or media, such as the telephone, a cell phone, or computer. You may not communicate to anyone any information about this case or to conduct any research about this case until I accept

your verdict. You can only discuss the case in the jury room with your fellow jurors during deliberations.

Now, in order for you to return a final verdict, your decision must be unanimous. That means that you cannot return a verdict unless and until all eight of you are in agreement as to the verdict.

Therefore, in the course of your deliberations and in your consideration of the evidence, you should exercise reasonable and intelligent judgment. It is not required that you yield your conviction simply because a majority holds to the contrary view, but in pursuing your deliberations you should keep your minds reasonably open to conviction with respect to the point in dispute so that you will not be precluded or prevented from achieving a unanimous verdict by mere stubbornness. It is your right to maintain your conviction. Each vote of each juror is as important as the vote of any other juror, and you need not give up your sincerely held conviction simply because a majority holds to the contrary.

I am designating juror # 1, _____ as the Foreperson of this jury. As such, it will be your responsibility to organize the group and facilitate organized and healthy deliberations. The Foreperson's opinion, voice, or vote, however, is no more meaningful than any other juror.

When you are in the jury room, you will be provided with the evidence that has been admitted in this case. It may take us a few minutes to gather it up, but as soon as we do it will be brought to the jury room.

You will also be given a verdict form. When you have reached a verdict, the Foreperson will fill out that form and sign it. Once the verdict form is complete, you will inform the Court Security Officer.

[REVIEW OF VERDICT FORM]

If, in the course of your deliberations, you deem it necessary to be further instructed or assisted by the Court in any way, the Foreperson should reduce such request or question to writing, sign it, and give it to the Court Security Officer in whose charge you will now be placed. The Court Security Officer will then bring such written request to me and I, in consultation with the attorneys, will determine an appropriate response. Other than this method, please do not attempt to communicate privately or in any other way with the Court or with anyone outside the jury room.