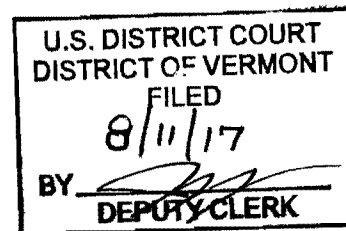


UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF VERMONT



Carmine Centrella and  
Mary Brennan-Centrella,

Plaintiffs,

v.

Civil Action No. 2:14-cv-00111-jmc

Ritz-Craft Corporation of Pennsylvania, Inc.,

Defendant.

**JURY CHARGE**

**General Instructions**

Now that you have heard the evidence and arguments, it is my duty to instruct you on the applicable law. My instructions come in two parts. The first part consists of general instructions about the task of the jury and the rules and principles which should guide you in your deliberations. The second part consists of instructions which apply to the specific claims and defenses in this case. I ask that you pay equal attention to both parts.

It is your duty as jurors to follow the law, and to apply it to the facts as you find them from the evidence presented in the courtroom. You are not to single out one instruction alone as stating the law, but must consider the instructions as a whole. You are not to be concerned with the wisdom of or reasoning behind any rule of law stated by

the court. Regardless of any opinion you may have as to what the law is or ought to be, it would be a violation of your sworn duty to base a verdict upon any view of the law other than that given to you in these instructions. It would also be a violation of your sworn duty, as judges of the facts, to base a verdict upon anything other than the evidence presented during the trial.

The lawyers have referred to some of the rules of law in their arguments. If any difference appears between the law as stated by the lawyers and the law as stated by the court in these instructions, you must follow the court's instructions.

Our judicial system requires you to carefully and impartially consider all of the evidence, follow the law, and reach a just verdict, regardless of the consequences.

### **Jurors as Finders of Fact/Rulings of the Court**

You and you alone are the triers of the facts. Each of you, as jurors, must determine the facts for yourself in reaching a verdict. By the rulings which I made during the course of the trial, I did not intend to express my own views about this case.

### **Sympathy/Prejudice**

Neither sympathy nor prejudice, for or against the parties, or any other person involved with this case, should influence you in any manner in reaching your verdict. Your deliberations should be well reasoned and impartial.

### **Evidence in the Case**

The evidence in this case consists of the sworn testimony of the witnesses, the exhibits admitted into evidence, and any stipulated facts, regardless of which party presented the evidence. When the attorneys on both sides stipulate or agree to the existence of a fact, you must, unless otherwise instructed, accept the stipulation and regard that fact as proved. You may give the stipulated fact, like any other evidence, the weight you think it deserves. Any evidence that has been stricken or excluded, as when an objection is sustained by the court, must be disregarded and you may not consider it in rendering your verdict.

### **Arguments/Statements/Objections of the Attorneys**

The opening statements and closing arguments of the attorneys, their questions and objections, and all other statements they made during the course of the trial, are not evidence. The attorneys have a duty to object to evidence which they believe is not admissible. You should not draw any conclusions or make any judgment from the fact that an attorney has objected to evidence.

### **Court's Rulings on Objections**

From time to time, the court has been called upon to determine the admissibility of certain evidence following the attorneys' objections. You should not concern yourself with the court's reason for any rulings on objections. Whether offered evidence is

admissible is purely a question of law for the court and not a concern of the jury. In admitting evidence to which objections have been made, the court does not determine what weight should be given to such evidence, nor does it assess the credibility of the evidence. If the court excludes evidence in response to a lawyer's objection, you will dismiss the evidence from your mind completely and entirely, and you will refrain from speculation about the nature of any exchange between the court and counsel held out of your hearing regarding the evidence.

### **Evidence: Direct or Circumstantial**

There are two types of evidence from which you may find the facts of this case: direct and circumstantial. Direct evidence is the testimony of someone who asserts actual knowledge of a fact, such as an eyewitness. Circumstantial evidence is proof of a chain of facts and circumstances tending to prove or disprove an issue in the case. For example, if a witness were to testify that he or she had seen cows in a field, that would be an example of direct evidence that there were cows in a field. On the other hand, if a witness were to testify that he or she had seen cow tracks in the field, that would be an example of circumstantial evidence that there had been cows in the field. The law does not require a party to prove its claims or defenses by direct evidence alone. Rather, one or more of the essential elements of each of the claims or defenses may be established by reasonable inference from other facts which are established by direct testimony; and circumstantial evidence alone may be sufficient proof.

The law makes no distinction between the weight to be given to direct or circumstantial evidence. Nor is a greater degree of certainty required of circumstantial evidence than of direct evidence. You should consider all the evidence in the case and give it as much or as little weight as you think it deserves.

### **Credibility of Witnesses**

You are the sole judges of the credibility of the witnesses, and the weight to give their testimony is up to you. In considering the testimony of any witness, you may take into account his or her ability and opportunity to observe; his or her demeanor while testifying; any interest or bias he or she may have; and the reasonableness of his or her testimony, considered in light of all of the evidence in the case. Consider also any relation each witness may bear to either side of the case, any bias or prejudice, the manner in which each witness might be affected by the verdict, and the extent to which each witness's testimony is either supported or contradicted by other evidence in the case.

Inconsistencies or discrepancies in the testimony of a witness, or between the testimony of different witnesses, may or may not cause you to discredit a witness's testimony. Two or more persons witnessing an incident or transaction may see or hear it differently. It is your duty to reconcile conflicting testimony if you can. In weighing the effect of a discrepancy, consider whether it pertains to a matter of importance or to an unimportant detail, and whether the discrepancy may result from innocent error or intentional falsehood.

You may give the testimony of each witness the amount of weight you think it deserves: you may believe all of it, part of it, or none of it at all. You do not have to accept the testimony of any witness, even if it is uncontradicted. It is for you to say what you believe and disbelieve.

In other words, what you must try to do in deciding credibility is to size up a witness in light of his or her demeanor, the explanations given, and all the other evidence in the case. Always remember that you should use your common sense and good judgment.

### **Impeachment of a Witness**

A witness may be discredited or “impeached” by contradictory evidence, by a showing that the witness testified falsely concerning a matter, or by evidence that at some other time the witness said or did something inconsistent with the witness’s present testimony. It is your exclusive province to give the testimony of each witness whatever degree of credibility or amount of weight you think it deserves.

If you find that a witness testified untruthfully in some respect, you may consider that fact in deciding what credence to attach to other testimony from that witness. Considering that fact as well as all other relevant evidence, you may accept or reject the testimony of the witness in whole or in part. In making this determination, you may consider whether the witness purposely made a false statement or merely made an

innocent mistake, whether the inconsistency concerns an important fact or a small detail, and whether the witness had a reasonable explanation for the inconsistency.

### **Deposition Testimony**

Some of the testimony before you is in the form of recorded or transcribed depositions which have been read into evidence. A deposition is a procedure where the attorneys for one side question a witness or adversary party under oath before a court stenographer prior to trial. This is part of the pretrial discovery process; each side is allowed to take depositions. You should consider the testimony of a witness given at a deposition according to the same standards you would use to evaluate the witness if he or she had testified as a live witness before you at trial.

### **Expert Witnesses**

You have heard evidence from witnesses who are known as “expert witnesses.” An expert witness is a person who has special knowledge, experience, training, or education in his or her profession or area of study. Because of this expertise, an expert witness may offer an opinion about one or more of the issues in the case. In evaluating the testimony of an expert witness, you should evaluate their credibility and statements just as you would with any other witness. You should also evaluate whether the expert witness’s opinion is supported by the facts that have been proved, and whether the opinion is supported by the witness’s knowledge, experience, training, or education. You

are not required to give the testimony of an expert witness any greater weight than you believe it deserves just because the witness has been referred to as an expert.

### **Number of Witnesses**

The fact that one side may have called more witnesses than the other side is of no significance. Your task is to evaluate the credibility of the witnesses and to weigh all of the evidence.

### **Personal Knowledge and Experience of Jurors**

In deliberating, you are not expected to put aside your common sense or your own observations and life experience. However, a juror having special knowledge of a subject may neither state this knowledge to fellow jurors nor act upon it himself or herself in arriving at a verdict. You must not tell your fellow jurors about matters which are based on your own special knowledge concerning an issue in the case which did not come from evidence received in the courtroom.

As jurors, your job is to decide this case based solely on the evidence presented during the trial and my instructions to you. As you were instructed at the beginning of the trial, you are not to investigate or research the law or facts relevant to the trial. I remind you that you must not seek or receive any information about this case from the Internet, including Google, Facebook, Wikipedia, or any other websites, or from any other source including newspapers, magazines, law books, or dictionaries. Do not search



for or receive any information about the parties, the lawyers, the witnesses, the evidence, the law, or any place or location mentioned in the trial. Specifically, do not attempt to go look at a modular home, at Defendant's place of business, or at Plaintiffs' home or land. Until I tell you that your jury service is completed, do not communicate with anyone, including your family and friends, about the evidence or issues in this case.

**Burden of Proof: Preponderance of the Evidence**

Because Plaintiffs are the ones bringing this case, they have the burden of proof. They must prove each essential element of the claims alleged in their Complaint by what is known as "a preponderance of the evidence," i.e., the greater weight of the evidence. To establish a fact by a preponderance of the evidence means to prove that the fact is more likely true than not. In other words, a preponderance of the evidence means such evidence as, when considered and compared with that opposed to it, has more convincing force and produces in your minds a belief that what is sought to be proved is more likely true than not true. A preponderance of the evidence refers to the quality and the persuasiveness of the evidence, not to the number of witnesses or documents. In determining whether a claim has been proven by a preponderance of the evidence, you may consider the relevant testimony of all the witnesses, regardless of who called them, and all exhibits received into evidence, regardless of who submitted them.

If you find that the credible evidence on an issue is evenly divided between the parties, you must decide that issue against the party having the burden of proof. That rule

follows from the fact that the party bearing this burden must prove more than simple equality of evidence: he or she must prove the element at issue by a preponderance of the evidence. On the other hand, the party with this burden of proof need prove no more than preponderance. So long as you find that the scales tip, however slightly, in favor of the party with this burden of proof—meaning, what that party claims is true is more likely true than not true—then that element will have been proven by a preponderance of the evidence.

If, after considering all the evidence, you are satisfied that Plaintiffs have carried their burden on each claim alleged in the Complaint, then you must find for Plaintiffs on those claims. On the other hand, if after such consideration, you find the evidence to be in balance or equally probable, or if you find the evidence tips in favor of Defendant, then Plaintiffs have failed to sustain their burden and you must find for Defendant.

### **Corporation Acts Through Its Employees**

Defendant Ritz-Craft Corporation of Pennsylvania, Inc. (referred to throughout the trial as “Ritz-Craft”) is a corporation. A corporation acts through its employees. Therefore, the act of any Ritz-Craft employee that occurred while he or she was on duty and acting within the scope of his or her employment duties shall be considered the act of Ritz-Craft.

### **All Persons Equal Before the Law**

The fact that Ritz-Craft is a corporation and Plaintiffs are individuals must not enter into or affect your verdict. This case should be considered and decided by you as a dispute between parties of equal standing in the community. All persons, both corporations and individuals, stand equal before the law and are to be treated as equals in a court of justice.

### **Overview of Claims**

As you have seen and heard in this trial, this case involves a modular home manufactured by Ritz-Craft, sold to Plaintiffs by Mountain View Modular Homes, Inc. (referred to throughout the trial as “Mountain View”), and installed on Plaintiffs’ property in Vermont by Mountain View and its subcontractors. I remind you that claims concerning Mountain View’s liability are not before you. Plaintiffs claim that Ritz-Craft committed unfair or deceptive acts or omissions that were likely to mislead Plaintiffs into purchasing the modular home; and that the home did not comply with Vermont’s energy code, was not energy efficient, was not constructed with good workmanship, and was not fit for the purposes for which Plaintiffs purchased it. Plaintiffs also claim that Ritz-Craft did not comply with certain claimed warranties made to Plaintiffs before or at the time of purchase.

Ritz-Craft denies that it engaged in unfair or deceptive acts or omissions, and claims that the modular home was in compliance with all representations and warranties

issued by it, and complied with all relevant energy codes and standards of energy efficiency. Ritz-Craft further claims that it had no control or involvement in Plaintiffs' purchase of the modular home from Mountain View and no role or responsibility regarding any work performed on the home by Mountain View or its subcontractors at the home site. According to Ritz-Craft, its only obligation to Plaintiffs was to deliver the modular home as ordered by Mountain View; and it met that obligation. Ritz-Craft also denies that it failed to abide by the claimed warranties.

Now I will instruct you regarding each of Plaintiffs' three claims—(1) consumer fraud under the Vermont Consumer Protection Act, (2) breach of express warranty, and (3) breach of implied warranty—and Ritz-Craft's defenses.

### **Vermont Consumer Protection Act**

Plaintiffs' first claim is brought under the Vermont Consumer Protection Act, otherwise known as the CPA. The CPA prohibits unfair or deceptive acts or practices in commerce. Plaintiffs claim relief under the private remedy section of the CPA, which provides that any consumer who contracts for goods or services in reliance upon false or fraudulent representations or practices prohibited by the Act, or who sustains damages or injury as a result of any false or fraudulent representations or practices prohibited by the Act, may recover damages from the seller, solicitor, or other violator.

Plaintiffs claim that Ritz-Craft committed unfair or deceptive acts in violation of the CPA by: (a) making misrepresentations to Plaintiffs regarding the modular home's

energy efficiency and compliance with Vermont's energy code, and misrepresenting that the home would be fully backed by Ritz-Craft and completed with quality workmanship;

(b) failing to disclose to Plaintiffs that the energy efficiency of the modular home would be dependent on the work performed by Mountain View; and (c) failing to disclose to Plaintiffs information concerning Ritz-Craft's relationship with "approved" builders like Mountain View and the process by which a builder like Mountain View became "approved" by Ritz-Craft.

To prove their claim under the CPA, Plaintiffs must show, by a preponderance of the evidence, that:

1. in connection with the sale of the modular home, Ritz-Craft made a statement, omitted information, or engaged in a practice, that was likely to mislead Plaintiffs;
2. Plaintiffs interpreted Ritz-Craft's statement, omission, or practice reasonably under the circumstances; and
3. Ritz-Craft's statement, omission, or practice was material, meaning it affected Plaintiffs' decision to purchase the modular home.

Plaintiffs need not show that Ritz-Craft intended to deceive or mislead them; they only need to show that an ordinary person in their shoes would likely have been misled or deceived. A representation, omission, or practice is likely to mislead consumers if it had the tendency or capacity to deceive a reasonable consumer. Representations that could have more than one reasonable interpretation may violate the CPA if just one of those

interpretations is false. But only statements of fact may constitute fraud under the CPA; statements of opinion do not.

Actual injury as a result of a defendant's misrepresentations or omissions is not required to recover under the CPA. Rather, the plaintiff is required to prove that the defendant's representations or omissions were made and that there was a capacity or tendency to mislead or deceive a reasonable consumer. In determining whether a representation of Ritz-Craft was likely to mislead or deceive consumers, you must consider the overall impression left by Ritz-Craft's communications. In other words, you must look at all the facts surrounding Plaintiffs' purchase of the modular home in light of all the evidence presented.

In considering whether a misrepresentation or omission of Ritz-Craft was "material," you should consider what a reasonable person would regard as important in making a decision, and whether the misrepresentation or omission is one that would likely affect that person's choice of or conduct regarding a product. You may also consider whether Ritz-Craft was aware of a peculiar interest of Plaintiffs which made them particularly susceptible to an omission or misrepresentation.

### **Express Warranty**

Plaintiffs' second claim is that Ritz-Craft breached express warranties provided to them regarding the modular home, including promises that the home would be energy efficient, compliant with Vermont's energy code, and fully backed by Ritz-Craft.

According to Plaintiffs, these warranties were in addition to the one-year limited warranty and ten-year structural warranty made by Ritz-Craft. Plaintiffs claim Ritz-Craft made these additional express warranties: in a corporate video distributed by Ritz-Craft, in written statements made on Ritz-Craft's website, and in verbal statements made during Plaintiffs' tour of the Ritz-Craft factory in Pennsylvania.

To succeed on this claim, Plaintiffs must prove the following elements by a preponderance of the evidence:

1. In addition to the written one-year limited warranty and ten-year structural warranty, Ritz-Craft made one or more affirmation(s) of fact or promise(s) to Plaintiffs about the modular home which became part of the basis of the bargain and created an express warranty that the home would conform to that affirmation(s) or promise(s);
2. The modular home as manufactured by Ritz-Craft did not perform as stated/promised;
3. Plaintiffs took reasonable steps to notify Ritz-Craft within a reasonable period of time that the modular home was not as represented, whether or not Ritz-Craft received that notice; and
4. The failure of the modular home to be as represented was a substantial factor in causing harm to Plaintiffs.

Express warranties need not be made in writing; they may be made through oral representations. Moreover, it is not necessary to the creation of an express warranty that the defendant use formal words like “warrant” or “guarantee,” or that he or she have a specific intention to make a warranty; but an affirmation merely of the value of the goods or a statement purporting to be merely the defendant’s opinion or recommendation of the goods does not create a warranty.

If you find that certain express warranties—in addition to the written one-year limited warranty and ten-year structural warranty—were made by Ritz-Craft to Plaintiffs, then you must also consider any language provided to Plaintiffs by Ritz-Craft that was intended to limit those warranties or disclaim other warranties. However, such language of limitation or disclaimer is inoperative to the extent that it is inconsistent with Ritz-Craft’s express warranties or to the extent that it would be unreasonable to apply, such as where the language of limitation or disclaimer is shown to be unexpected and unbargained for.

### **Implied Warranty of Fitness for a Particular Purpose**

Plaintiffs’ third and final claim is that Ritz-Craft breached the implied warranty of fitness for a particular purpose by providing a modular home to Plaintiffs that was not energy efficient and not compliant with Vermont’s energy code, despite Ritz-Craft being aware that Plaintiffs required an energy-efficient home for year-round use in Vermont.



To succeed on this claim, Plaintiffs must prove the following elements by a preponderance of the evidence:

1. the existence of an implied warranty of fitness for a particular purpose;
2. a breach of that implied warranty; and
3. damages caused by the breach.

Regarding the first element, in order to show the existence of an implied warranty of fitness for a particular purpose between Plaintiffs and Ritz-Craft, Plaintiffs must prove that they had one or more particular purposes for purchasing the modular home. Those particular purposes are alleged to be: Plaintiffs required (a) an energy efficient home (b) that complied with Vermont's energy code. Plaintiffs must also prove that at the time of contracting Ritz-Craft knew or had reason to know of one or more of these particular purposes; and that Ritz-Craft knew or had reason to know that Plaintiffs were relying on the skill or judgment of Ritz-Craft to furnish a modular home that was fit for one or more of these purposes. Additionally, to recover under this theory, Plaintiffs must prove that Ritz-Craft is a "seller," meaning it was an entity that sold or contracted to sell the modular home to Plaintiffs. In other words, Plaintiffs must prove that they were in "privity" with Ritz-Craft, meaning the parties shared a contractual relationship or a relationship that was similar to or akin to a contractual relationship concerning the sale of the modular home.

## **Damages**

If you decide in favor of Ritz-Craft on Plaintiffs' claims, you should enter a verdict for Ritz-Craft on the verdict form, end your deliberations, and not consider these instructions about damages. If, on the other hand, you find that Plaintiffs have proved any of their claims by a preponderance of the evidence, you must decide the issue of damages.

Plaintiffs seek return of the consideration paid under their CPA claim, plus consequential damages under their warranty claims. Parties who prove a CPA claim might also be entitled to attorneys' fees, but that will be determined by the court in a separate hearing at a later date, and is not for your decision.

### **Statutory Damages (Return of Consideration under CPA Claim)**

Under their CPA claim, Plaintiffs seek return of the consideration paid. The parties have stipulated that Plaintiffs paid the sum of \$94,262 to Ritz-Craft for the modular home.

### **Compensatory Damages (under Warranty Claims)**

With respect to their warranty claims, Plaintiffs seek compensatory damages, meaning the amount they paid in necessary repairs and the amount of the diminution in the value of the modular home due to Ritz-Craft's breach of warranties.

An award of compensatory damages is intended to put the plaintiffs in the same financial position they would have been in had the wrong not occurred. The law in Vermont is that if the plaintiffs are entitled to recover, they are entitled to recover for the damages that are shown to have resulted from the wrongful act. But they are not entitled to be put in a better position than they would have been in had there been no wrongful act; and they are not entitled to damages that are contingent, speculative, or merely possible.

To recover compensatory damages, Plaintiffs have the burden of proving by a preponderance of the evidence that they suffered financial harm as a result of Ritz-Craft's breach of warranties. This means Plaintiffs must prove their damages were either a direct result of, or a reasonably probable consequence of, Ritz-Craft's conduct. Plaintiffs may recover compensatory damages only in an amount that will fairly and justly compensate them for their injuries sustained as a direct result of Ritz-Craft's unlawful conduct. Damages to compensate Plaintiffs must not be based on speculation or sympathy, and their purpose must not be to punish Ritz-Craft; they must be based on the evidence presented at trial and the amount of loss Plaintiffs actually incurred.

The damage award must be expressed in dollar terms. There is no particular formula that you are required to use to calculate the amount of monetary compensation, if any, due Plaintiffs.

### **Consequential Damages (under Warranty Claims)**

In addition to compensatory damages, Plaintiffs also seek consequential damages—meaning compensation for the inconvenience and loss of use and enjoyment of the modular home while it was being repaired—under their warranty claims. In order to recover these damages, Plaintiffs must satisfy the tests of proximate causation, certainty, and foreseeability; in addition, these damages must have been in the contemplation of both parties at the time of the sale of the modular home.

To find proximate cause, you must find that Plaintiffs' damages flowed directly and continuously from Ritz-Craft's breach of warranties. Proximate cause is a cause which results in an injury in a natural and continuous sequence, unbroken by any other intervening cause. It is a cause without which the result would not have occurred. This does not mean that the act or omission must be the only cause. On the contrary, many facts or things, or the conduct of two or more persons, may operate at the same time, either independently or together, to cause injury or damage and in such a case, each may be a proximate cause.

### **Mitigation of Damages**

Ritz-Craft claims that Plaintiffs have failed to mitigate, or minimize, their damages. The burden is on Ritz-Craft to prove this affirmative defense by a preponderance of the evidence.

A plaintiff ordinarily has a general duty to mitigate the damages he or she incurs, meaning he or she has a duty to take steps to try to minimize the harm or prevent it from increasing further. This duty applies only to those damages that the plaintiff could have avoided with reasonable effort and without undue risk, burden, or expense, as the duty to mitigate requires only reasonable, practical care and diligence, not extraordinary measures. Moreover, the burden is not met by merely arguing the possibility that the plaintiff failed to mitigate, absent concrete evidence.

If you find that Plaintiffs could have avoided some of the damages claimed by taking reasonable action, you must reduce your award of damages, if any, by the amount you find they could have avoided.

### **Remaining Damages Issues**

It is solely the province of the jury to decide the amount of any damages award. I am giving you these damages instructions so you will know how to proceed if you reach this point in your deliberations. But by giving you these instructions, I do not intend to suggest whether an award is appropriate or what the amount of that award should be.

Where the amount of the damages can be calculated in specific dollar terms, the party seeking damages must present evidence to demonstrate the appropriate amount. With certain types of damages, however, there is no precise measurement, and it is up to you to decide what is fair monetary compensation for those damages. Under no circumstances may you award damages that are speculative or conjectural.

I remind you that any amount of recovery that may have been suggested by the attorneys is not evidence. Moreover, you need not adopt the approaches the attorneys have suggested for calculating damages. As the jury, it is your obligation to arrive at an amount which is supported by the evidence and fair to both parties. The amount of damages, if any, is a determination for the jury.

You should not add any sum for interest to the damages awarded in this case. The court will make such award if appropriate. Similarly, you must not include in your award any amount for costs or attorneys' fees. These are matters for the court.

You should not award damages for one item that duplicates an award for another item. In other words, a party is entitled to only one recovery for his or her damages.

### **Insurance and Taxes**

You should not speculate about whether either Ritz-Craft or Plaintiffs have any insurance that might cover, or has covered, any damages that you find Plaintiffs have experienced. You also should not speculate about what taxes Plaintiffs might owe on any damage award. There are special rules that apply to lawsuits, and those issues are not relevant to your task here. Your job is to award the amount of damages that you determine has been established by the evidence presented to you. Any other issues that have to be resolved are my job, not yours.

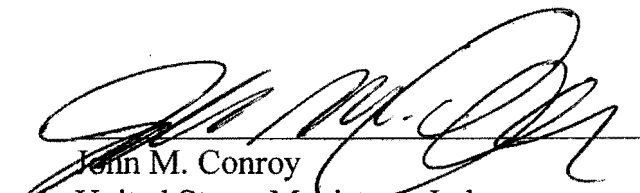
### Final Instructions

This completes my instructions to the jury. I will now provide a copy of these instructions to you, and you will retire to the jury room to deliberate in privacy about the issues in this case. I will also provide a Verdict Form to guide you in your deliberations. The answer to each question on the form must be the unanimous answer of the jury. This means you cannot answer a question on the Verdict Form unless and until all eight of you agree on the answer. You will also receive the exhibits which were admitted into evidence.

I appoint Ms. Boucher as your foreperson. (S)he will be responsible for making sure that the deliberations occur in an orderly fashion and that every juror has an opportunity to participate. (S)he will record the unanimous answers of the jury on the verdict form, and date and sign the jury form. (S)he will also be your spokesperson here in court.

If you need to communicate with the court, please do so in writing. I will then confer with the lawyers about your question and send a written response to you. Please advise the court officer after you reach a verdict but do not tell him or her or anyone else what the verdict is until you return to the courtroom at which time I will receive the Verdict Form from your foreperson.

Dated at Burlington, in the District of Vermont, this 11<sup>th</sup> day of August, 2017.

  
John M. Conroy  
United States Magistrate Judge