IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

VB ASSETS, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 19-1410 (MN)
	)	
AMAZON.COM SERVICES LLC,	)	
	)	
Defendant.	)	

FINAL JURY INSTRUCTIONS

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I. GENERAL

A. Introduction

Members of the jury, now is the time for me to instruct you about the law that you must follow in deciding this case. Please listen carefully to everything I say. You must follow all of my instructions, including the ones that I gave you at the start of the case and the ones I have given during trial, and not single out some and ignore others. They are all important.

You will have a written copy of these instructions, as well as my preliminary instructions, with you in the jury room for your reference during your deliberations. You will also have a verdict form, which will list the questions that you must answer to decide this case.

I will start by reminding you of the respective burdens in this case, and then I will instruct you concerning the positions of the parties and the law you will apply in this case. Then we will hear the closing arguments. After that, I will explain the rules that you must follow during your deliberations in the jury room.

B. <u>Consideration of Evidence</u>

You must make your decision based only on the evidence that you see and hear in court. Do not let rumors, suspicions, or anything else that you may see or hear outside of court influence your decision in any way.

You should use your common sense in weighing the evidence. Consider it in light of your everyday experience with people and events and give it whatever weight you believe it deserves. If your experience tells you that certain evidence reasonably leads to a conclusion, you are free to reach that conclusion.

C. Burdens of Proof

As I told you on the first day of trial, in a legal action, facts must be proven by a required standard of evidence, known as the "burden of proof." In a patent case such as this, there are two different burdens of proof. The first is called "preponderance of the evidence." The second is called "clear and convincing evidence." I will now remind you what they mean.

This is a civil case in which VB Assets alleges that Amazon has infringed four patents VB Assets owns. VB Assets has the burden of proving infringement and the amount of monetary damages for any infringement by a preponderance of the evidence. That means it has to produce evidence that, when considered in light of all of the facts, leads you to believe that what VB Assets claims is more likely true than not. To put it differently, if you were to put the parties' evidence on opposite sides of a scale, the evidence supporting VB Assets' claims of infringement and damages must make the scales tip somewhat on its side. If the scale should remain equal or tip in favor of Amazon, you must find for Amazon on the issue of infringement.

Amazon contends that VB Assets' patent is invalid. A party challenging the validity of a patent has the burden of proving by clear and convincing evidence that the asserted claims are invalid. That means it has to produce evidence that, when considered in light of all of the facts, leads you to believe that what Amazon claims is highly probable. Proof by clear and convincing evidence is thus a higher burden than proof by a preponderance of the evidence needed to prove infringement.

Some of you may have heard the phrase "proof beyond a reasonable doubt." That burden is a higher burden of proof that applies only in criminal cases and has nothing to do with a civil case like this one. You should therefore not consider it in this case and put it out of your mind.

II. PATENT JURY INSTRUCTIONS

A. The Parties' Contentions

VB Assets filed this case in July 2019, alleging patent infringement against Amazon. You have heard evidence regarding the four Asserted Patents in this case: U.S. Patent Nos. 8,073,681; 9,626,703; 7,818,176; and 9,269,097, which have been referred to as the '681, '703, '176, and '097 patents, or the "Asserted Patents."

VB Assets alleges that Amazon has infringed claim 13 of the '681 Patent; claim 25 of the '703 Patent; claim 40 of the '176 Patent; and claim 23 of the '097 Patent. You have heard these referred to collectively as the "asserted claims." VB Assets also alleges that it is entitled to damages for Amazon's infringement. Amazon denies that it has infringed the asserted claims of the asserted patents, and that VB Assets is entitled to damages. Amazon also contends that all asserted claims of the asserted patents are invalid.

A. Infringement

You must determine whether VB Assets has proven infringement of one or more of the asserted claims.

As I just told you, you must determine, separately for each asserted claim, whether or not there is infringement. There is one exception to this rule. If you find that an independent claim is not infringed, there cannot be infringement of any dependent claim that refers directly or indirectly to that claim. On the other hand, if you find that an independent claim has been infringed, you must still separately decide whether the additional requirements of any claims that depend from that independent claim were met, in order to determine whether the dependent claims have also been infringed. Remember, a dependent claim includes all the requirements of any of the claims to which it refers plus additional requirements of its own.

To determine infringement, you must compare the accused products or process with each asserted claim to determine whether each and every one of the requirements of that claim is satisfied. A patent claim is infringed only if the product or process includes each and every limitation in that patent claim. If the accused product or process does not contain one or more elements or steps recited in a claim, there is no infringement. The presence of other elements or additional steps in the accused product or process is beyond those claimed, however, does not avoid infringement, as long as every claimed element is present.

Proof of infringement may be based on circumstantial evidence.

One may infringe a patent unknowingly – that is, without knowledge that what one is doing is an infringement of the patent. One can be an infringer of a patent even if that person believes in good faith that he is not infringing any patent or even if he does not know of the patent.

All steps of the claimed method must be performed for there to be infringement of an asserted claim. If any step of an asserted claim is not performed, there is no infringement.

B. Summary of Patent Issues

You must decide the following issues in this case according to the instructions that I give you:

1. Whether VB Assets has proven by a preponderance of the evidence that Amazon infringes the asserted claims;

2. Whether VB Assets has proven by a preponderance of evidence that Amazon willfully infringed one or more of the asserted claims; and

3. Whether Amazon has proven by clear and convincing evidence that one or more of the asserted claims of the asserted patents is invalid.

If you decide that Amazon infringes any asserted claim of the asserted patents that is not invalid, then you will also need to decide what money damages should be awarded to compensate VB Assets.

C. The Claims of a Patent

Before you can decide many of the issues in this case, you need to understand the role of patent "claims." The claims are the numbered sentences at the end of a patent. The claims are important because the words of a claim define the scope of the patent right. The figures and text in the rest of the patent provide a description and examples of the invention and provide a context for the claims, but the claims define the extent of the patent's coverage.

Here, you will need to understand what each of the asserted claims covers to decide whether or not that claim is infringed and whether or not each claim is invalid.

It is my job to define the terms of the claims and instruct you about the meaning. It is your role to apply my definitions to the issues that you are asked to decide. In this case, I have determined the meanings of the following terms:

- "speech recognition engine" / "speech recognition" means "software or hardware that recognizes the words or phrases in the natural language utterance." These terms appear in the '703 Patent, claim25 and the '176 Patent, claim 40.

You must accept my definition of this term as being correct. It is your job to take this definition and apply it to the issues that you are deciding, including the issues of infringement and invalidity.

For any words in the claim for which I have not provided you with a definition, you should apply the ordinary meaning in the field of the patents. You should not take my definition of the language of the claims as an indication that I have a view regarding how you should decide the issues that you are being asked to decide, such as infringement and invalidity. These issues are yours to decide.

D. Infringement – Generally

The United States' patent law gives the owner of a valid patent the right to exclude others from importing, making, using, offering to sell, or selling the patented product or method in the United States during the term of the patent. Any person or company that has engaged in any of those acts without the patent owner's permission infringes the patent.

To prove infringement, a patent owner must prove that the requirements for infringement are met by a preponderance of the evidence that all of the requirements of infringement have been proved.

Infringement is assessed on a claim-by-claim basis. Thus, a patent owner bears the burden of proving by a preponderance of the evidence that each of the asserted claims of its asserted patents is infringed. Therefore, you, the jury, must determine infringement for each patent and each claim separately.

I will now explain each type of infringement in more detail.

E. Willful infringement

If you find that Amazon infringed a valid claim of VB Assets' patents, then you must also determine whether or not such infringement was willful.

To show that infringement was willful, VB Assets must prove by a preponderance of the evidence that Amazon knew of the asserted patents and intentionally infringed at least one asserted claim of the asserted patents. To show willfulness, you must find that Amazon has engaged in conduct evidencing deliberate or reckless disregard for VB Assets' patent rights. However, you may not find that infringement was willful merely because Amazon knew about the asserted patents, without more. In determining whether VB Assets has proven that Amazon's infringement was willful, you must consider all of the circumstances and assess Amazon's knowledge at the time the challenged conduct occurred, including: whether Amazon intentionally copied the patented technology in developing the accused products; whether Amazon knew or should have known, that its conduct involved an unreasonable risk of infringement; and whether Amazon had a reasonable belief that its products did not infringe the asserted patent or that the patent was invalid.

If you determine that any infringement was willful, you may not allow that decision to affect the amount of any damages award you give for infringement.

F. Invalidity – Generally

I will now instruct you on the rules you must follow in deciding whether or not Amazon has proven that the asserted claims of VB Assets' patent are invalid. As I previously told you, to prove that a claim of a patent is invalid, Amazon must persuade you by clear and convincing evidence.

Like infringement, you must determine whether each asserted claim is invalid. As I instructed you earlier, there are independent claims and dependent claims in a patent. A dependent claim recites all the requirements of its independent claim and adds additional requirements. This means the scope of the dependent claim should be narrower than the scope of the independent claim from which it depends. Finding the broader independent claim to be invalid does not mean the narrower dependent claims are also invalid. If you find a narrower dependent claim to be invalid, however, you must find the broader independent claim from which it depends is also invalid.

G. Prior Art – Generally

For someone to be entitled to a patent, the invention must actually be "new" and not obvious over what came before, which is referred to as the prior art. Prior art is considered in determining whether the asserted claims of the asserted patents would have been obvious to a person of skill in the art at the time of the invention.

Here, the parties agree that the invention dates for the asserted patents, for purposes of assessing prior art, are as follows:

- October 16, 2006 for the '681 Patent;
- February 6, 2007 for the '176, and '097 Patents; and
- September 16, 2014 for the '703 Patent.

Prior art may include items that were publicly known or that have been used or offered for sale, or references, such as publications or patents, or products, systems, or technologies that disclose the claimed invention or elements of the claimed invention.

Amazon contends that the following is prior art to the asserted patents:

- The MIT Galaxy System;
- The UNITED System;
- United States Patent No. 7,376,586 to Partovi et al. (referred to as "Partovi").

H. Invalidity – Obviousness

A claimed invention is invalid as "obvious" if it would have been obvious to the person of ordinary skill in the art at the time the invention was made. The issue is not whether the claimed inventions would have been obvious to you as a layperson or to me as the judge, or to a genius in the relevant field, but whether it would have been obvious to one of ordinary skill in the art at the time the invention was made.

In this case, Amazon contends that the asserted claims are invalid for obviousness.

Obviousness can only be found if you find that a reason existed at the time of the invention to combine the elements of the prior art to arrive at the claimed invention, and there would have been a reasonable expectation of success for doing so. In determining whether the claimed invention was obvious, consider each claim separately. Obviousness may be shown by considering one or more than one item of prior art.

In determining whether an asserted claim is obvious, you must first consider the level of ordinary skill in the pertinent field that someone would have had at the time the invention was made, the scope and content of the prior art, any differences between the prior art and the asserted claims, and, if present, objective evidence or secondary considerations. You must determine what is the level of ordinary skill according to the instruction I gave you earlier.

Second, you must determine what is the prior art that may be considered in determining whether the asserted claims are obvious. A prior art reference may be considered if it discloses information designed to solve any problems or need addressed by the patent or if the reference discloses information that has obvious uses beyond its main purpose that a person of ordinary skill in the art would reasonably examine to solve any problem or need addressed by the patent.

Third, you must decide what difference, if any, existed between the claimed invention and the prior art.

In deciding obviousness, you must avoid using hindsight; that is, you should not consider what is known today or what was learned from the teachings of the asserted patents. As I instructed you earlier, you must put yourself in the place of a person of ordinary skill in the art at the time the invention was made.

In considering whether a claimed invention is obvious, you should consider whether, at the relevant time, there was a reason that would have prompted a person having ordinary skill in the field of the invention to combine the known elements in the prior art in a way the claimed invention does, taking into account such factors as (1) whether the claimed invention was merely the predictable result of using prior art elements according to their known function(s); (2) whether the claimed invention provides an obvious solution to a known problem in the relevant field; (3) whether the prior art teaches or suggests the desirability of combining elements claimed in the invention; (4) whether the prior art teaches away from combining elements in the claimed invention; (5) whether it would have been obvious to try the combinations of elements, such as when there is a design incentive or market pressure to solve a problem and there are a finite number of identified, predictable solutions. To find it rendered the claimed invention obvious, you must find that the prior art provided a reasonable expectation of success.

Finally, in determining whether the claimed invention is obvious, you should consider any of the following factors (called "secondary considerations") that you find have been shown by the evidence:

1. Whether the claimed invention was commercially successful as a result of the merits of the claimed invention;
2. Whether others had tried and failed to make the claimed invention;
3. Whether others copied the claimed invention;
4. Whether the claimed invention satisfied a long-felt need;

When evidence establishes the presence of one or more of these secondary considerations, it tends to prove the inventions were not obvious. These factors should be considered along with all the other evidence in the case in determining whether the asserted claims would have been obvious. In considering this kind of evidence, you should consider whether the secondary consideration was attributable to the features of the asserted claims as opposed to features already found in the prior art.

I. Invalidity – Written Description

A patent must contain a written description of the patent claims. The written-description requirement helps ensure that the patent applicant actually invented the claimed subject matter. To satisfy the written-description requirement, the patent specification must describe each and every limitation of a patent claim, in sufficient detail, although the exact words found in the claim need not be used. When determining whether the specification discloses the invention, the claim must be viewed as a whole.

In this case, Amazon contends that the asserted claims are invalid for failure to satisfy the written-description requirement. Amazon bears the burden of establishing by clear and convincing evidence that the specification fails to satisfy the written-description requirement. If a patent claim lacks adequate written description, it is invalid.

The written description requirement is satisfied if persons of ordinary skill in the field of the invention would recognize, from reading the patent specification, that the inventor possessed the subject matter finally claimed in the patent. The written-description requirement is satisfied if the specification shows that the inventor possessed his or her invention as of the effective filing date of the claimed invention, even though the claims may have been changed or new claims added since that time.

It is unnecessary to spell out every detail of the invention in the specification, and specific examples are not required; but enough must be included in the specification to convince persons of ordinary skill in the art that the inventor possessed the full scope of the invention.

The written description requirement may be satisfied by for example any combination of the words, structures, figures, diagrams and formulas contained in the patent specification. However, a mere wish or plan for obtaining the claimed invention is not an adequate written description. In evaluating whether the specification has provided an adequate written description,

you may consider such factors as:

1. the nature and scope of the patent claims;
2. the complexity, predictability, and maturity of the technology at issue;
3. the existing knowledge in the relevant field; and
4. the scope and content of the prior art.

If you find that Amazon has proven by clear and convincing evidence that any of the asserted claims do not contain adequate written description for the inventions recited in the asserted claims, then you must find that the claim(s) are invalid.

J. Invalidity – Patent Eligibility

Amazon contends that the asserted claims are invalid because they claim subject matter that is not eligible for patent protection. You must decide if Amazon has proven by clear and convincing evidence that the elements in each of these claims, considered individually and as an ordered combination, involve only activities which a person of ordinary skill in the art would have considered to be well-understood, routine, and conventional as of their effective filing dates.

Whether a particular technology was well-understood, routine, and conventional goes beyond what was simply known in the prior art. The mere fact that something was disclosed in a piece of prior art, for example, does not mean it was well-understood, routine, and conventional. In determining whether a patent claim involves the performance of well-understood, routine, and conventional activities, you may consider statements made in the patent's specification, as well as evidence of the prior art.

III. DAMAGES

A. Damages – Generally

I will next instruct you on damages. You must not take these instructions as implying that VB Assets is entitled to recover damages. Instructions regarding the measure of damages are given for your guidance in the event you find that Amazon infringed one or more valid patent claims.

If you find that Amazon is liable for infringing one or more of the asserted claims, and that the asserted claims are not invalid, you must determine the amount of money damages to be awarded to VB Assets. On the other hand, if you find that none of the asserted claims is infringed, or that all of the asserted claims are invalid, or that each of the asserted claims that you find infringed is invalid, then you should not consider damages in your deliberations.

VB Assets has the burden of proving damages by a preponderance of the evidence. Although VB Assets is not required to prove the amount of its damages with mathematical precision, it must prove the amount of damages with reasonable certainty. You may not award damages that are speculative, damages that are only possible, or damages that are based on guesswork.

If proven by VB Assets, the amount of damages must be adequate to compensate VB Assets for the infringement. The damages award cannot in any event be less than a reasonable royalty. You may not add anything to the amount of the damages to punish an accused infringer or to set an example. You also may not add anything to the amount of damages for interest.

B. Reasonable Royalty

VB Assets is seeking damages in the amount of a reasonable royalty. A royalty is a payment made to a patent holder in exchange for the right to make, use, or sell the claimed invention. A reasonable royalty is the royalty payment that would have resulted from one or more hypothetical negotiations between the patent owner and the alleged infringer just before the alleged infringement began.

The hypothetical negotiation dates for the asserted patents are as follows:

- November 2014 for the ’176, ’097, and ’681 Patents; and
- April 2017 for the ’703 Patent.

In considering this hypothetical negotiation, you should focus on what the expectations of the patent owner and Amazon would have been if they had entered into an agreement and if they had acted reasonably in their negotiations. In determining this, you must assume that all parties to the hypothetical negotiation believed the patent was valid and infringed and that all parties were willing to enter into an agreement. The reasonable royalty you determine must be a royalty that would have resulted from the hypothetical negotiation, and not simply a royalty that one party would have preferred.

C. Damages – Lump Sum vs. Running Royalty

A reasonable royalty can be paid either in the form of a one-time lump sum payment or as a "running royalty." Either method is designed to compensate the patent holder based on the infringer's use of the patented technology. It is up to you, based on the evidence, to decide what type of royalty, if any, is appropriate in this case.

Reasonable royalty awards can take the form of a lump sum payment. A lump sum payment is equal to an amount that the alleged infringer would have paid at the time of a hypothetical negotiation for a license covering all sales of the licensed product, both past and future. When a lump sum is paid, the infringer pays a single price for a license covering both past and future infringing sales.

Reasonable royalty awards may also take the form of a running royalty based on the revenue from or the volume of sales of licensed products. A running royalty can be calculated, for example, by multiplying a royalty base by a royalty rate, or by multiplying the number of infringing products or product units sold by a royalty amount per unit.

D. Reasonable Royalty – Factors Relevant to the Hypothetical Negotiation

In determining the amount of a reasonable royalty, you may consider evidence on any of the following factors. This is not every possible factor, but it will give you an idea of the kinds of things to consider in setting a reasonable royalty.

1. Any royalties received by the licensor for the licensing of the '681 Patent, '703 Patent, '176 Patent, and '097 Patent, proving or tending to prove an established royalty.

2. The nature and scope of a license, as exclusive or non-exclusive, or as restricted or non-restricted in terms of its territory or with respect to whom the manufactured product may be sold.

3. The commercial relationship between the licensor and the licensee, such as whether or not they are competitors in the same territory in the same line of business.

4. The duration of the asserted patents, and the term of the license.

5. The utility and advantages of the patented invention over the old modes or devices, if any, that had been used for achieving similar results.

6. The nature of the patented invention; the character of the commercial embodiment of it as owned and produced by or for the licensor; and the benefits to those who have used the invention.

7. The portion of the profit or of the selling price that may be customary in the particular business or in comparable businesses to allow for the use of the invention or analogous inventions.

8. The portion of the profit that arises from the patented invention itself as opposed to profit arising from unpatented features, such as the manufacturing process, business risks, or significant features or improvements added by the alleged infringer.

9. The opinion testimony of qualified experts.

10. The amount that a licensor and a licensee would have agreed upon (at the time the infringement began) if both sides had been reasonably and voluntarily trying to reach an agreement; that is, the amount which a prudent licensee—who desired, as a business proposition, to obtain a license to manufacture and sell a particular article embodying the patented invention—would have been willing to pay as a royalty and yet be able to make a reasonable profit and which amount would have been acceptable by a patentee who was willing to grant a license.

11. Any other economic factor that a normally prudent businessperson would, under similar circumstances, take into consideration in negotiating the hypothetical

license.

No one factor is dispositive, and you can and should consider the evidence that has been presented to you in this case on each of the factors. You may also consider any other factors that in your mind would have increased or decreased the royalty the licensee would have been willing to pay, and the licensor would have been willing to accept, acting as normally prudent businesspeople.

E. Reasonable Royalty – Apportionment

The amount you find as damages must be based on the value attributable to the patented invention, as distinct from unpatented features of the accused product or other factors such as marketing or advertising, or the parties' size or market position.

A royalty compensating VB Assets for damages must reflect the value attributable to the infringing features of the product, and no more. The process of separating the value of the allegedly infringing features from the value of all other features is called apportionment. When the accused infringing products have both patented and unpatented features, your award must be apportioned so that it is based only on the value of the patented features, and no more.

F. REASONABLE ROYALTY – TIMING

Damages are not based on a hindsight evaluation of what happened, but on what the parties to the hypothetical license negotiations would have agreed upon at the time of the hypothetical negotiation in November 2014 for the ’681, ’176, and ’097 patents and April 2017 for the ’703 patent. Nevertheless, evidence relevant to the negotiation is not necessarily limited to facts that occurred on or before the date of the hypothetical negotiation.

G. Reasonable Royalty – Comparable License Agreements

Comparable license agreements are one factor that may inform your decision as to the proper amount and form of the reasonable royalty award, similar to the way in which the value of a house is determined relative to comparable houses sold in the same neighborhood.

Whether a license agreement is comparable to the license under the hypothetical license scenario depends on many factors, such as whether they involve comparable technologies, comparable economic circumstances, comparable structure, and comparable scope. If there are differences between a license agreement and the hypothetical license, you must take those into account when you make your reasonable royalty determination.

The hypothetical license is deemed to be a voluntary agreement. When determining if a license agreement is comparable to the hypothetical license, you may consider whether the license agreement is between parties to a lawsuit and whether the license agreement was a settlement influenced by a desire to avoid further litigation.

H. Reasonable Royalty – Availability of Non-Infringing Alternatives

In determining a reasonable royalty, you may also consider evidence concerning the availability and cost of acceptable non-infringing alternatives to the patented invention. A non-infringing alternative is a way of providing the same or comparable functionality or achieving the same or a comparable result that does not require using the asserted claims in the United States. You may consider whether a party had the necessary equipment, know-how, and experience to implement the alternative and the time and cost to the party of implementing the alternative. An acceptable alternative must be a product that is licensed under the patent or that does not infringe the patent.

IV. DELIBERATIONS AND VERDICT

A. Deliberations and Verdict – Introduction

Now let me finish up by explaining some things about your deliberations in the jury room, and your possible verdicts.

Once you start deliberating, do not talk to the jury officer, or to me, or to anyone else except each other about the case. If you have any questions or messages, you must write them down on a piece of paper, sign them, and then give them to the jury officer. The officer will give them to me, and I will respond as soon as I can. I may have to talk to the lawyers about what you have asked, so it may take me some time to get back to you. Any questions or messages normally should be sent to me through your foreperson, who you can choose when you begin your deliberations.

One more thing about messages. Do not ever write down or tell anyone how you stand on your votes. For example, do not write down or tell anyone that you are split 4-4, or 6-2, or whatever your vote happens to be. That should stay secret until you are finished.

B. Unanimous Verdict

Your verdict must represent the considered judgment of each juror. In order for you as a jury to return a verdict, it is necessary that each juror agree to every answer on the verdict form. Your verdict must be unanimous.

It is your duty, as jurors, to consult with one another and to deliberate with a view towards reaching an agreement, if you can do so consistent with your individual judgment. Each of you must decide the case for yourself but do so only after an impartial consideration of the evidence with your fellow jurors. In the course of your deliberations, do not hesitate to reexamine your own views and change your opinion, if convinced it is erroneous. But do not surrender your honest conviction as to the weight or effect of evidence solely because of the opinion of your fellow jurors, or for the purpose of returning a verdict. Remember at all times that you are not partisans. You are judges of the facts. Your sole interest is to seek the truth from the evidence in the case.

A form of verdict has been prepared for you. I will review that document with you in a minute.

You will take this form to the jury room and when you have reached unanimous agreement as to your verdict, you will have your foreperson fill in, date, and sign the form. You will then return to the courtroom and my deputy will read aloud your verdict.

C. Duty to Deliberate

Now that all the evidence is in and the arguments are completed, you are free to talk about the case in the jury room. In fact, it is your duty to talk with each other about the evidence, and to make every reasonable effort you can to reach unanimous agreement. Talk with each other, listen carefully and respectfully to each other's views, and keep an open mind as you listen to what your fellow jurors have to say. Try your best to work out your differences. Do not hesitate to change your mind if you are convinced that other jurors are right and that your original position was wrong.

But do not ever change your mind just because other jurors see things differently, or just to get the case over with. In the end, your vote must be exactly that—your own vote. It is important for you to reach unanimous agreement, but only if you can do so honestly and in good conscience.

No one will be allowed to hear your discussions in the jury room, and no record will be made of what you say. So, you should all feel free to speak your minds. Listen carefully to what the other jurors have to say, and then decide for yourself.

D. Social Media

During your deliberations, you must not communicate with or provide any information to anyone by any means about this case. You may not use any electronic device or media, such as the telephone, a cell phone, smart phone, iPhone, blackberry or computer, the internet, any internet service, any text or instant messaging service, any internet chat room, blog, or website such as Facebook, Instagram, TikTok, WeChat, WhatsApp, Snapchat, MySpace, LinkedIn, YouTube, or X (formerly known as Twitter), to communicate to anyone any information about this case or to conduct any research about this case until I accept your verdict. In other words, you cannot talk to anyone on the phone, correspond with anyone, or electronically communicate with anyone about this case. You can only discuss the case in the jury room with your fellow jurors during deliberations.

E. <u>Court Has No Opinion</u>

Let me finish up by repeating something that I said to you earlier. Nothing that I have said or done during this trial was meant to influence your decision in any way. You must decide the case yourselves based on the evidence presented.