

CAUSE NO. 2019-39608

DAVID M. DUNWOODY, JR.,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
ENVEN ENERGY CORPORATION,	§	
ENVEN ENERGY VENTURES, LLC,	§	
and ENVEN EQUITY HOLDINGS,	§	
LLC,	§	151st JUDICIAL DISTRICT
	§	
Defendants.	§	<b>JURY TRIAL DEMANDED</b>

**FINAL JUDGMENT**

On June 11, 2021, this case was called for trial. Dunwoody appeared through his attorneys of record and announced ready for trial. Defendants EnVen Energy Corporation and EnVen Energy Ventures, LLC (“EnVen”) appeared through its corporate representative and attorneys of record and announced ready for trial. The Court determined that it had jurisdiction over the subject matter and the parties to this proceeding. A jury of twelve citizens of Harris County, Texas was impaneled and sworn, and the case proceeded to trial.

On July 9, 2021, following the conclusion of the evidence and after arguments of counsel, the Court submitted its instruction, definitions, and questions to the jury. On July 12, 2021, the jury made findings, which the Court received, filed, and made of record, and which are fully incorporated in their entirety herein as **Exhibit A**. Dunwoody orally moved for the Court to accept the jury’s verdict, which the Court granted on the record.

The Court hereby RENDERS judgment as follows:

1. The Court expressly incorporates herein all of its prior orders and rulings, including (but not limited to) all orders and rulings issued at hearings on summary judgment, Rule 166g proceedings, directed verdict, Dunwoody’s fee application, EnVen’s motion for judgment

notwithstanding the verdict, and the hearing for entry of final judgment. The Court further incorporates the entire Jury Verdict, attached as **Exhibit A**.

2. Based on the Court's prior rulings, orders, and the jury's verdict, the Court **ORDERS** that judgment should be entered in favor of Dunwoody and hereby **RENDERS** judgment for Dunwoody.

3. It is **ORDERED** that Dunwoody is entitled to, and is awarded, actual damages in the amount of:

a. Separation Payment:	\$2,475,667
b. Pro-Rata Bonus:	\$229,638
c. Health Plan Benefit:	\$47,126
d. COBRA Benefit:	\$47,126
e. Value of Unvested Shares:	\$5,161,697.38
<i>Total</i>	<u>\$7,961,254.38</u>

4. It is **ORDERED** that Dunwoody is entitled to, and is awarded, prejudgment interest on his actual damages totaling \$7,961,254.38 at the rate of 5% from June 7, 2019, through the day prior to this judgment, in the amount of \$900,204.81;

5. It is **ORDERED**, in accordance with the Court's Order on Dunwoody's Application for Attorney's Fees, that Dunwoody is entitled to, and is awarded, reasonable and necessary attorney fees, costs, and expenses for the prosecution of this case through this judgment in the amount of:

a. Attorney's Fees:	<u>\$ 3,312,244.93</u>
b. Expenses:	<u>\$ 171,028.30</u>
c. Costs:	<u>\$ 98,781.63</u>

6. It is ORDERED that Dunwoody is entitled to, and is awarded, postjudgment interest on all of the above at the rate of 5%, compounded annually, from the date this judgment is rendered until all amounts are paid in full.

7. It is ORDERED that if Dunwoody prevails in an appeal of the judgment to an intermediate court of appeals, Dunwoody will additionally recover from EnVen the amount of \$350,000.00, representing the anticipated reasonable and necessary attorney fees that would be incurred by Dunwoody in defending the appeal.

8. It is ORDERED that if Dunwoody prevails in an appeal of the judgment to the Texas Supreme Court, Dunwoody will additionally recover from EnVen the amount of \$ 250,000.00, representing the anticipated reasonable and necessary attorney fees that would be incurred by Dunwoody in defending the appeal.

9. All writs and process for the enforcement of the judgment may issue as necessary.

10. This is a final judgment, finally disposing of all claims and all parties, and is appealable.

DATED and SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Signed:  
9/13/2021



\_\_\_\_\_  
JUDGE PRESIDING

CAUSE NO. 2019-39608

DAVID M. DUNWOODY, Jr.,

Plaintiff,

v.

ENVEN ENERGY CORPORATION,  
ENVEN ENERGY VENTURES, LLC,  
and ENVEN EQUITY HOLDINGS, LLC

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

151st JUDICIAL DISTRICT

**JURY TRIAL DEMANDED**

**PLAINTIFF DAVID M. DUNWOODY JR.’S  
MOTION FOR ENTRY OF FINAL  
JUDGMENT**

**EXHIBIT A  
TO THE FINAL JUDGMENT**

ORIGINAL

CAUSE NO. 2019-39608

DAVID M. DUNWOODY, Jr.,

Plaintiff,

v.

ENVEN ENERGY CORPORATION,  
ENVEN ENERGY VENTURES, LLC,  
and ENVEN EQUITY HOLDINGS, LLC

Defendants.

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IN THE DISTRICT COURT OF

p-22

HARRIS COUNTY, TEXAS

151st JUDICIAL DISTRICT

JURY TRIAL DEMANDED

Signed JURY CHARGE

**FILED**

Marilyn Burgess  
District Clerk

JUL 12 2021

Time: 4:08 pm

Harris County, Texas

By [Signature]  
Deputy

## MEMBERS OF THE JURY:

After the closing arguments, you will go to the jury room to decide the case, answer the questions that are attached, and reach a verdict. You may discuss the case with other jurors only when you are all together in the jury room.

Remember my previous instructions: Do not discuss the case with anyone else, either in person or by any other means. Do not do any independent investigation about the case or conduct any research. Do not look up any words in dictionaries or on the Internet. Do not post information about the case on the Internet. Do not share any special knowledge or experiences with the other jurors. Do not use your phone or any other electronic device during your deliberations for any reason. I will give you a number where others may contact you in case of an emergency.

Any notes you have taken are for your own personal use. You may take your notes back into the jury room and consult them during deliberations, but do not show or read your notes to your fellow jurors during your deliberations. Your notes are not evidence. Each of you should rely on your independent recollection of the evidence and not be influenced by the fact that another juror has or has not taken notes.

You must leave your notes with the bailiff when you are not deliberating. The bailiff will give your notes to me promptly after collecting them from you. I will make sure your notes are kept in a safe, secure location and not disclosed to anyone. After you complete your deliberations, the bailiff will collect your notes. When you are released from jury duty, the bailiff will promptly destroy your notes so that nobody can read what you wrote.

Here are the instructions for answering the questions.

1. Do not let bias, prejudice, or sympathy play any part in your decision.
2. Base your answers only on the evidence admitted in court and on the law that is in these instructions and questions. Do not consider or discuss any evidence that was not admitted in the courtroom.
3. You are to make up your own minds about the facts. You are the sole judges of the credibility of the witnesses and the weight to give their testimony. But on matters of law, you must follow all of my instructions.
4. If my instructions use a word in a way that is different from its ordinary meaning, use the meaning I give you, which will be a proper legal definition.
5. All the questions and answers are important. No one should say that any question or answer is not important.
6. Answer "yes" or "no" to all questions unless you are told otherwise. A "yes" answer must be based on a preponderance of the evidence [unless you are

told otherwise]. Whenever a question requires an answer other than “yes” or “no,” your answer must be based on a preponderance of the evidence.

The term “preponderance of the evidence” means the greater weight of credible evidence presented in this case. If you do not find that a preponderance of the evidence supports a “yes” answer, then answer “no.” A preponderance of the evidence is not measured by the number of witnesses or by the number of documents admitted in evidence. For a fact to be proved by a preponderance of the evidence, you must find that the fact is more likely true than not true.

7. With respect to every question (except for Question 8) David M. Dunwoody, Jr. has the burden of proof by a preponderance of the evidence. With respect to Question 8, EnVen has the burden of proof by a preponderance of the evidence.

8. Do not decide who you think should win before you answer the questions and then just answer the questions to match your decision. Answer each question carefully without considering who will win. Do not discuss or consider the effect your answers will have.

9. Do not answer questions by drawing straws or by any method of chance.

10. Some questions might ask you for a dollar amount. Do not agree in advance to decide on a dollar amount by adding up each juror’s amount and then figuring the average.

11. Do not trade your answers. For example, do not say, “I will answer this question your way if you answer another question my way.”

12. The answers to the questions must be based on the decision of at least ten of the twelve jurors. The same ten jurors must agree on every answer. Do not agree to be bound by a vote of anything less than ten jurors, even if it would be a majority.

13. For purposes of deciding whether to answer a question, if you have not answered a prior question at all, that does not mean that you have answered “No.”

As I have said before, if you do not follow these instructions, you will be guilty of juror misconduct, and I might have to order a new trial and start this process over again. This would waste your time and the parties’ money, and would require the taxpayers of this county to pay for another trial. If a juror breaks any of these rules, tell that person to stop and report it to me immediately.

## DEFINITIONS AND INSTRUCTIONS

1. The term "EnVen" refers to EnVen Energy Corporation and EnVen Energy Ventures, LLC, individually or collectively.
2. The term "Employment Agreement" means and refers to the document introduced as Exhibit 110.
3. The term "Dunwoody" means and refers to David M. Dunwoody, Jr.



**QUESTION 1.a:**

**Without Dunwoody's written consent, did EnVen take any action that resulted in a material diminution of Dunwoody's position, duties, or authorities from those in effect before EnVen's action?**

Material means a reasonable person would attach importance to the fact or a change of condition in the context of the total mix of information relevant to such fact or change of condition.

Do not answer "Yes" if you conclude that Dunwoody consented in writing to changes, if any, in his positions, duties, or authorities.

In determining whether Dunwoody provided written consent, it is not necessary that you find that Dunwoody expressly stated that he consented; it is enough that he signed any written document evidencing his consent.

Answer "Yes" or "No."

Answer: NO

**QUESTION 1.b.i:**

**Did EnVen fail to continue Dunwoody's participation in an equity compensation plan "on a basis not materially less favorable" to Dunwoody, as that phrase is used in Section 7(i)(ii) of the Employment Agreement?**

Answer "Yes" to this question if you find that EnVen materially reduced Dunwoody's share of the management equity award year over year.

Material means a reasonable person would attach importance to the fact or a change of condition in the context of the total mix of information relevant to such fact or change of condition.

Answer "Yes" or "No."

Answer: Yes

*If you answered "Yes" to Question 1.b.i, answer Question 1.b.ii. Otherwise, do not answer Question 1.b.ii.*

**QUESTION 1.b.ii:**

**Did Dunwoody provide written consent to a material reduction in his share of the management equity award?**

In determining whether Dunwoody provided written consent, it is not necessary that you find that Dunwoody expressly stated that he consented; it is enough that he signed any written document evidencing his consent.

Answer "Yes" or "No" for the following years:

2017: Yes \_\_\_\_\_ No  X

2018: Yes \_\_\_\_\_ No  X

2019: Yes \_\_\_\_\_ No  X

**QUESTION 1.c.i:**

**Section 7(i)(v) provides Good Reason if, without written consent, EnVen materially breached any “material provision” of the Employment Agreement.**

**Is Section 8(g)’s “Non-Disparagement” provision a “material provision” of the Employment Agreement?**

Section 8(g) provides:

Non-Disparagement. Executive on the one hand and the executive officers and directors of the Company during the period such individuals are employed by, or providing services to, the Company (collectively, the “Company Parties”) on the other, shall refrain from any criticisms or disparaging comments about each other or Executive's spouse or relating in any way to Executive's employment or separation from employment; provided, however, that nothing in this Agreement shall apply to or restrict in any way the communication of information by Executive or the Company Parties to any federal, state or local agency or require notice to the Company Parties or Executive thereof, and neither Executive nor any Company Party will be in breach of this Section 8(g) solely by reason of testimony or disclosure that is compelled by applicable law, regulation or process of law. A violation or threatened violation of this Section 8(g) may be enjoined by the courts. The rights afforded under this provision are in addition to any and all rights and remedies otherwise afforded by law.

A “material provision” is one that the parties would consider a vitally important ingredient to their agreement.

Answer “Yes” or “No.”

Answer: Yes

*If you answered "Yes" to Question 1.c.i, answer Question 1.c.ii. Otherwise, do not answer Question 1.c.ii.*

**QUESTION 1.c.ii:**

**Did EnVen materially breach Section 8(g)'s Non-Disparagement provision, quoted above?**

A breach must be material. The circumstances to consider in determining whether a breach is material include:

1. the extent to which the injured party will be deprived of the benefit which he reasonably expected;
2. the extent to which the injured party can be adequately compensated for the part of that benefit of which he will be deprived;
3. the extent to which the party failing to perform or to offer to perform will suffer forfeiture;
4. the likelihood that the party failing to perform or to offer to perform will cure his failure, taking into account the circumstances including any reasonable assurances;
5. the extent to which the behavior of the party failing to perform or to offer to perform comports with standards of good faith and fair dealing. If you find that a provision was minor or inconsequential in such context, you must find that the provision was not material.

Answer "Yes" or "No."

Answer: Yes

*If you answered "Yes" to Question 1.c.ii, answer Question 1.c.iii. Otherwise, do not answer Question 1.c.iii.*

**QUESTION 1.c.iii:**

**Did Dunwoody provide written consent to the breach found by you in your answer to question 1.c.ii?**

In determining whether Dunwoody provided written consent, it is not necessary that you find that Dunwoody expressly stated that he consented; it is enough that he signed any written document evidencing his consent.

Answer "Yes" or "No."

Answer:     NO

**QUESTION 2:**

**Did Dunwoody waive his right to assert Good Reason?**

Waiver is an intentional surrender of a known right or intentional conduct inconsistent with claiming that right.

Actual knowledge of essential facts is not required for a party to waive a known right; rather, it is sufficient to show that a party had reason to know the essential facts.

Silence or inaction, for so long a period of time as to show an intention to yield the known right, is also enough to prove waiver.

Proof regarding a party's actual understanding of the legal consequences of those facts is not required.

*Continue to the following instructions to determine if you should answer Questions 2.a., 2.b. and 2.c., below.*

*If you answered "Yes" to Question 1.a, answer 2.a. Otherwise, do not answer Question 2.a.*

**QUESTION 2.a: Did Dunwoody waive Good Reason under Section 7(i)(i) (diminution in authority; Question 1a)?**

Answer "Yes" or "No."

Answer: \_\_\_\_\_

*If you answered "No" to any part of 1.b.ii, answer Question 2.b. Otherwise, including if you did not answer 1.b.ii at all, do not answer Question 2.b.*

**QUESTION 2.b: Did Dunwoody waive Good Reason under Section 7(i)(ii) (equity compensation; Question 1.b)?**

Answer "Yes" or "No."

Answer: NO

*If you answered "No" to Question 1.c.iii, answer Question 2.c. Otherwise, do not answer Question 2.c.*

**QUESTION 2.c: Did Dunwoody waive Good Reason under Section 7(i)(v) and Section 8(g) (Non-Disparagement; Question 1.c)?**

Answer "Yes" or "No."

Answer: NO



*If you answered "No" to any part of Question 2, then answer Question 3. Otherwise, do not answer Question 3.*

**QUESTION 3**

**After May 9, 2019, but before June 10, 2019, did EnVen repudiate the Agreement?**

A party repudiates an agreement when it indicates, by its words or actions, that it is not going to perform its obligations under the agreement in the future, showing a fixed intention to abandon, renounce, and refuse to perform the agreement.

Repudiation must be without just excuse. Just excuse means a reasonable basis under the facts and circumstances then existing. Just excuse requires a legally sufficient reason.

Answer "Yes" or "No."

Answer: Yes

*If you answered "No" to any part of Question 2, then answer Question 4. Otherwise, do not answer Question 4.*

**QUESTION 4.a**

**Did EnVen fail to comply with Section 7(a)(iii)(C) (health insurance) before June 10, 2019?**

Section 7(a)(iii)(C) provides in relevant part that for a period commencing on June 8, 2019, "Executive (and Executive's spouse and dependents) shall be entitled to participate in the health plans sponsored by the Company ... and the Company shall pay all premiums in connection with such participation."

Answer "Yes" or "No."

Answer: NO

*If you answered "Yes" to Question 4.a, then answer Question 4.b. Otherwise, do not answer Question 4.b.*

**QUESTION 4.b**

**Was the failure to comply with Section 7(a)(iii)(C) you found in answering question 4.a "material"?**

The circumstances to consider in determining whether a failure to comply is material include:

1. the extent to which the injured party will be deprived of the benefit which he reasonably expected;
2. the extent to which the injured party can be adequately compensated for the part of that benefit of which he will be deprived;
3. the extent to which the party failing to perform or to offer to perform will suffer forfeiture;
4. the likelihood that the party failing to perform or to offer to perform will cure his failure, taking into account the circumstances including any reasonable assurances;
5. the extent to which the behavior of the party failing to perform or to offer to perform comports with standards of good faith and fair dealing

Answer "Yes" or "No."

Answer: \_\_\_\_\_

*If you answered "No" to any part of Question 2, then answer Question 5. Otherwise, do not answer Question 5.*

**QUESTION 5**

The Court has determined as a matter of law that, if the jury finds that there is Good Reason that has not been waived, EnVen's failure to immediately vest Dunwoody's unvested shares on June 8, 2019 would be a breach.

**Was EnVen's failure to immediately vest Dunwoody's unvested shares pursuant to Section 7(a)(iii)(E) "material"?**

The circumstances to consider in determining whether the failure to immediately vest Dunwoody's unvested shares is material include:

1. the extent to which the injured party will be deprived of the benefit which he reasonably expected;
2. the extent to which the injured party can be adequately compensated for the part of that benefit of which he will be deprived;
3. the extent to which the party failing to perform or to offer to perform will suffer forfeiture;
4. the likelihood that the party failing to perform or to offer to perform will cure his failure, taking into account the circumstances including any reasonable assurances;
5. the extent to which the behavior of the party failing to perform or to offer to perform comports with standards of good faith and fair dealing

Answer "Yes" or "No."

Answer: Yes

*If you answered "Yes" to any of the following questions – Question 3, Question 4.b, and/or Question 5 – answer Question 6.a. Otherwise, do not answer Question 6.a.*

The Court ruled as a matter of law that Dunwoody terminated the Employment Agreement on June 10, 2019. Prior to that date, Dunwoody was bound by his contractual obligations. As a result of the Court's ruling, if EnVen materially breached or repudiated before June 10, 2019, then Dunwoody's June 10, 2019 termination ended his future contractual obligations.

**QUESTION 6.a:**

**Did Dunwoody fail to comply with the Employment Agreement's Confidential Information provision?**

Section 8(b) provides:

Confidential Information; Unauthorized Disclosure. Executive shall not, whether during the period of his employment hereunder or thereafter, without the written consent of the EnVen Board or a person authorized thereby, disclose to any person, other than an employee of the Company or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by Executive of his duties as an executive of the Company or any of its Affiliates, any Confidential Information obtained by him while in the employ of the Company with respect to the Company's business, including, but not limited to, technology, know-how, processes, maps, geological and geophysical data, other proprietary information and any information whatsoever of a confidential nature, the disclosure of which he knows will be damaging to the Company.

Answer "Yes" or "No."

Answer: NO

*If you answered "Yes" to Question 6.a., answer Question 6.b. Otherwise, do not answer question 6.b.*

**QUESTION 6.b:**

**Was the failure to comply with Section 8(b) (Confidential Information) you found in answering question 6.a before June 10th, 2019?**

Answer "Yes" or "No."

**Answer:** \_\_\_\_\_

*If you answered "Yes" to any of the following questions – Question 3, Question 4.b, and/or Question 5 – answer Question 7.a. Otherwise, do not answer Question 7.a.*

**QUESTION 7.a**

**Did Dunwoody fail to comply with the Employment Agreement's Non-Disparagement provision, as stated in Section 8(g)?**

Section 8(g) provides:

Non-Disparagement. Executive on the one hand and the executive officers and directors of the Company during the period such individuals are employed by, or providing services to, the Company (collectively, the "Company Parties") on the other, shall refrain from any criticisms or disparaging comments about each other or Executive's spouse or relating in any way to Executive's employment or separation from employment; provided, however, that nothing in this Agreement shall apply to or restrict in any way the communication of information by Executive or the Company Parties to any federal, state or local agency or require notice to the Company Parties or Executive thereof, and neither Executive nor any Company Party will be in breach of this Section 8(g) solely by reason of testimony or disclosure that is compelled by applicable law, regulation or process of law. A violation or threatened violation of this Section 8(g) may be enjoined by the courts. The rights afforded under this provision are in addition to any and all rights and remedies otherwise afforded by law.

Answer "Yes" or "No."

Answer: NO

*If you answered "Yes" to Question 7.a., answer Question 7.b. Otherwise, do not answer Question 7.b.*

**QUESTION 7.b:**

**Was Dunwoody's failure to comply with Section 8(g) (the Non-Disparagement provision of the Agreement) before June 10th, 2019?**

Answer "Yes" or "No."

Answer: \_\_\_\_\_

*If you answered "Yes" to Question 6.b, or 7.b, answer Question 8, as instructed below. Otherwise, do not answer Question 8.*

**QUESTION 8:**

**Did EnVen waive its rights under Sections 8(b) or 8(g) of the Agreement?**

Waiver is an intentional surrender of a known right or intentional conduct inconsistent with claiming that right.

Actual knowledge of essential facts is not required for a party to waive a known right; rather, it is sufficient to show that a party had reason to know the essential facts.

Silence or inaction, for so long a period of time as to show an intention to yield the known right, is also enough to prove waiver.

Proof regarding a party's actual understanding of the legal consequences of those facts is not required.

*Continue to the following instructions to determine if you should answer Questions 8.a. and 8.b., below.*

*If you answered "Yes" to Question 6.b, answer Question 8.a. Otherwise, do not answer Question 8.a.*

**QUESTION 8.a:**

**Was Dunwoody's failure to comply with the Confidential information provision (Section 8(b) of the Agreement) waived by EnVen?**

Answer "Yes" or "No."

**Answer:** \_\_\_\_\_

*If you answered "Yes" to Question 7.b, answer Question 8.b. Otherwise, do not answer Question 8.b.*

**QUESTION 8.b:**

**Was Dunwoody's failure to comply with the Non-Disparagement provision (Section 8(g) of the Agreement) waived by EnVen?**

Answer "Yes" or "No."

**Answer:** \_\_\_\_\_

*You should answer Question 9 if you answered:*

*“No” to any part of Question 6 AND “No” to any part of Question 7*

*OR*

*“No” to any Part of Question 6 AND “Yes” to Question 8.b*

*OR*

*“No” to any part of Question 7 AND “Yes” to Question 8.a*

**Question 9:**

**What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Dunwoody for his damages, if any, that resulted from EnVen’s failure to comply with the Employment Agreement?**

Consider the following elements of damages, if any, and none other.

Do not add any amount for interest on damages, if any.

Answer separately in dollars and cents for damages, if any.

The Court has previously decided several of the amounts as a matter of law, including A-D below. **Only answer the value of E below, and in your answer, include ONLY the value of Dunwoody’s Unvested shares as of June 8, 2019.**

- A. “Separation payment”
- B. Pro-rata bonus
- C. Health plan benefit
- D. COBRA Benefit
- E. The Value of Dunwoody’s unvested shares only (without adding any amounts for A-D above)

Answer: \$ 5,161,697.38



## Presiding Juror

1. When you go into the jury room to answer the questions, the first thing you will need to do is choose a presiding juror.
2. The presiding juror has these duties:
  - a. have the complete charge read aloud if it will be helpful to your deliberations;
  - b. preside over your deliberations, meaning manage the discussions, and see that you follow these instructions;
  - c. give written questions or comments to the bailiff who will give them to the judge;
  - d. write down the answers you agree on;
  - e. get the signatures for the verdict certificate; and
  - f. notify the bailiff that you have reached a verdict.

Do you understand the duties of the presiding juror? If you do not, please tell me now.

### Instructions for Signing the Verdict Certificate:

1. You may answer the questions on a vote of ten jurors. The same ten jurors must agree on every answer in the charge. This means you may not have one group of ten jurors agree on one answer and a different group of ten jurors agree on another answer.
2. If ten jurors agree on every answer, those ten jurors sign the verdict. If eleven jurors agree on every answer, those eleven jurors sign the verdict.  
If all twelve of you agree on every answer, you are unanimous and only the presiding juror signs the verdict.
3. All jurors should deliberate on every question. You may end up with all twelve of you agreeing on some answers, while only ten or eleven of you agree on other answers. But when you sign the verdict, only those ten or eleven who agree on every answer will sign the verdict.

Do you understand these instructions? If you do not, please tell me now.

  
JUDGE PRESIDING

**Verdict Certificate**

       Our verdict is unanimous. All twelve of us have agreed to each and every answer. The presiding juror has signed the certificate for all twelve of us.

\_\_\_\_\_  
Signature of Presiding Juror

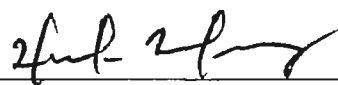





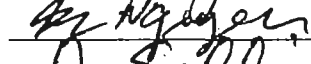

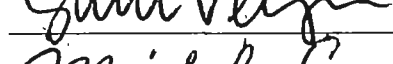

\_\_\_\_\_  
Printed Name of Presiding Juror

       Our verdict is not unanimous. Eleven of us have agreed to each and every answer and have signed the certificate below.

  X   Our verdict is not unanimous. Ten of us have agreed to each and every answer and have signed the certificate below.

**Signature**

**Name Printed**

- |     |   |                  |
|-----|---|------------------|
| 1.  |    | Hector Martinez  |
| 2.  |    | Melissa Morgan   |
| 3.  |   | Julie Loeb Sacks |
| 4.  |  | RONALD SAVANNAH  |
| 5.  |  | Khanh Kim        |
| 6.  |  | Linda V. Zepeda  |
| 7.  |  | Bien Nguyen      |
| 8.  |  | D. Sullivan      |
| 9.  |  | Sarah Vega       |
| 10. |  | Michele Cantu    |
| 11. | _____   | _____            |