

FINAL INSTRUCTION NO. 1 – INTRODUCTION

Members of the jury, the instructions I gave at the beginning of the trial and during the trial remain in effect. I now give you some additional instructions.

You must continue to follow the instructions I gave you earlier, as well as those I give you now. You must not single out some instructions and ignore others, because **all** are important. This is true even though some of those I gave you at the beginning of and during the trial are not repeated here.

The instructions I am about to give you, as well as the preliminary instructions given to you at the beginning of the trial, are in writing and will be available to you in the jury room. This does not mean they are more important than my oral instructions. **All** instructions, whenever given and whether in writing or not, must be followed.

Neither in these instructions nor in any ruling, action, or remark that I have made during the course of this trial have I intended to give any opinion or suggestion as to what your verdict should be.

FINAL INSTRUCTION NO. 2 – BURDEN OF PROOF

In civil actions, the party who has the burden of proving an issue must prove that issue by the greater convincing force of the evidence.

Greater convincing force means that after weighing the evidence on both sides there is enough evidence to convince you that something is more likely true than not true. In the event that the evidence is evenly balanced so that you are unable to say that the evidence on either side of an issue has the greater convincing force, then your finding upon the issue must be against the party who has the burden of proving it.

In determining whether or not an issue has been proved by the greater convincing force, you should consider all of the evidence bearing upon that issue, regardless of who produced it.

FINAL INSTRUCTION NO. 3 – IMPEACHMENT

In Preliminary Instruction No. 3, I instructed you generally on the testimony of witnesses. I now give you this further instruction on how the testimony of a witness can be “impeached” and how you may treat certain evidence.

A witness may be discredited or impeached by:

1. Contradictory evidence
2. A showing that the witness testified falsely concerning a material matter
3. Evidence that at some other time the witness said or did something, or failed to say or do something, that is inconsistent with the witness’s present testimony
 - a. If earlier statements of a witness were admitted into evidence, they were not admitted to prove that the contents of those statements were true.
 - b. You may consider those earlier statements only to determine whether you think they are consistent or inconsistent with the trial testimony of the witness, and therefore whether they affect the credibility of that witness.

If you believe that a witness has been discredited or impeached, it is your exclusive right to give that witness’s testimony whatever weight you think it deserves.

FINAL INSTRUCTION NO. 4 – TRUTH IN LENDING ACT - ELEMENTS

To establish liability for a violation of the Truth in Lending Act (TILA), Erickson must prove all of the following elements by the greater convincing force of the evidence:

One, that Larson Automotive World is a “creditor” under the TILA;

The parties have agreed that this element is proven.

Two, that Erickson entered into a “consumer credit transaction” under the TILA with Larson Automotive World;

The parties have agreed that this element is proven.

And three, that Larson Auto World failed to provide Erickson with a copy of the disclosure statement required by TILA.

Under TILA, a creditor must provide certain disclosures to consumers, such as:

- The identity of the creditor;
- The amount of the purchase to be financed;
- The finance charge; and
- The total sale price.

Additionally, a creditor must make the required disclosures clearly and conspicuously in writing. The disclosures must be provided in a form that the consumer may keep, and the creditor must make the required disclosures before credit is extended to the consumer.

A consumer need not prove that the creditor intended to violate TILA in order to show a violation of the Act.

It is your job to determine whether Larson Auto World violated the Truth in Lending Act as alleged by Erickson. If you find that each of the three elements has been proved by the greater convincing force of the evidence, your verdict must be for Erickson. If, on the other hand, any of these elements has not been proved by the greater convincing force of the evidence, then your verdict must be for Larson Auto World.

FINAL INSTRUCTION NO. 5 – STATUTORY DAMAGES

If you find in favor of Erickson, the amount of damages is fixed by law at an amount of double the finance charge for the transaction at issue. The parties have stipulated that the finance charge for the transaction at issue is \$1,699.92, therefore the amount of damages is fixed at \$3,399.84.

FINAL INSTRUCTION NO. 6 – DUTY DURING DELIBERATIONS

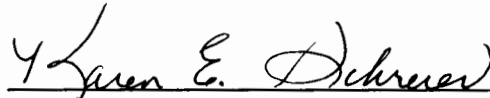
You must follow certain rules while conducting your deliberations and returning your verdict:

1. Select a foreperson to preside over your discussions and to speak for you here in court.
2. Discuss this case with one another in the jury room. You should try to reach an agreement if you can do so without violence to individual judgment, because a verdict must be unanimous.
3. Each of you must make your own conscientious decision, but only after you have considered all the evidence, discussed it fully with your fellow jurors, and listened to the views of your fellow jurors.
4. Do not be afraid to change your opinions if the discussion persuades you that you should. But do not come to a decision simply because other jurors think it is right, or simply to reach a verdict. Remember at all times that you are not partisans. You are judges—judges of the facts. Your sole interest is to seek the truth from the evidence in the case.
5. If you need to communicate with me during your deliberations, you may send a note to me through the marshal or court security officer, signed by one or more jurors. I will respond as soon as possible either in writing or orally in open court. **Remember that you should not tell anyone—including me—how your votes stand numerically.**
6. Your verdict must be based solely on the evidence and on the law which I have given to you in my instructions. The verdict must be unanimous. Nothing I have said or done is intended to suggest what your verdict should be—that is entirely for you to decide.

The verdict form is simply the written notice of the decision that you reach in this case. You will take this form to the jury room, and when each of you has agreed on the verdict, your foreperson will fill in the form, sign and date it, and

advise the marshal or court security officer that you are ready to return to the courtroom.

Dated July 28, 2015.

Handwritten signature of Karen E. Schreier in cursive script.

KAREN E. SCHREIER
UNITED STATES DISTRICT JUDGE