

ISAAC SANCHEZ,
Plaintiff,

v.

LINX FOOD & BEVERAGE, LLC d/b/a
LINX BAR & GRILL
Defendant,

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IN THE 70th DISTRICT COURT

OF

ECTOR COUNTY, TEXAS

CHARGE OF THE COURT

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 cell phone or any other electronic device during your deliberations for any reason.

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.

Accepted true 26th day of
September, 2024. @ 8:35 P.M.
Sanchez

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 the preponderance of the evidence. Whenever a question requires an answer other than a "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. 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.
8. Do not answer questions by drawing straws or by any method of chance.
9. 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.
10. Do not trade your answers. For example, do not say, "I will answer this question your way if you answer another question my way."
11. 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.
12. A fact may be established by direct evidence or by circumstantial evidence or both. A fact is established by direct evidence when proved by documentary evidence or by witnesses who saw the act done or heard the words spoken. A fact is established by circumstantial evidence when it may be fairly and reasonably inferred from other facts proved.

13. 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 SPECIAL INSTRUCTIONS

A. Linx Food & Beverage, LLC d/b/a Linx Bar & Grill.

A company is liable for the negligence of its employee acting within the course and scope of their employment. You are instructed that Julisa Castillo, and Sarah Granado were employees of the Linx Food & Beverage, LLC d/b/a Linx Bar & Grill and were acting within the course and scope of their employment with Linx Food & Beverage, LLC d/b/a Linx Bar & Grill when they served alcohol to Rogelio Lujan.

“Negligence” as to Linx Food & Beverage, LLC d/b/a Linx Bar & Grill means providing, under authority of a license, an alcoholic beverage to a recipient when it is apparent to the provider that the recipient is obviously intoxicated to the extent that he presents a clear danger to himself and others.

You are instructed that the Negligence, if any, of Linx Food & Beverage, LLC d/b/a Linx Bar & Grill was a proximate cause of the occurrence in question if the intoxication of Rogelio Lujan was a proximate cause of the occurrence in question.

B. Rogelio Lujan.

“**Negligence**” when used with respect to the conduct of Rogelio Lujan, means failure to use ordinary care, that is, failing to do that which a of person ordinary prudence would have done under the same or similar circumstances or doing that which a person of ordinary prudence would not have done under the same or similar circumstances.

“**Ordinary care**” means that degree of care that would be used by a person of ordinary prudence under the same or similar circumstances.

“**Proximate cause**” means a cause that was a substantial factor in bringing about an occurrence, and without which cause such occurrence would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using ordinary care would have foreseen that the occurrence, or some similar occurrence, might reasonably result therefrom. There may be more than one proximate cause of an occurrence.

QUESTION 1

Did the Negligence, if any, of those named below Proximately Cause the occurrence in question?

Answer "Yes" or "No" for each of the following:

1. Linx Food & Beverage, LLC d/b/a Linx Bar & Grill
2. Rogelio Lujan

Yes
Yes

If you answered "Yes" to Question 1 for more than one of the parties named below, answer the following question as to those parties for whom you have answered "Yes" in response to Question 1. Otherwise, do not answer the following question.

Assign percentages of responsibility only to those you found caused or contributed to cause the occurrence in question. The percentages you find must total 100 percent. The percentages must be expressed in whole numbers. The percentage of responsibility attributable to anyone is not necessarily measured by the number of acts or omissions found.

QUESTION 2

For each party you found caused or contributed to cause the occurrence, find the percentage of responsibility attributed to each:

1. Linx Food & Beverage, LLC d/b/a Linx Bar & Grill

40

2. Rogelio Lujan

60

TOTAL

100 %

If you answered "Yes" to Question 1 as to Linx Food & Beverage, LLC d/b/a Linx Bar & Grill, then answer Question 3. Otherwise, do not answer Question 3.

QUESTION 3

What sum of money, if paid now in cash, would fairly and reasonably compensate Isaac Sanchez for his injuries, if any, that resulted from the occurrence in question?

Consider the elements of damages listed below and none other. Consider each element separately. Do not award any sum of money on any element if you have otherwise, under some other element, awarded a sum of money for the same loss. That is, do not compensate twice for the same loss, if any. Do not include interest on any amount of damages you find.

You are instructed that any monetary recovery is not subject to federal income taxes.

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

As to subparts 1 and 2:

"Physical Impairment" means a loss or diminution of the injured party's ability to engage in tasks or activities for one's own benefit or enjoyment. In assessing damages for physical impairment, you may consider the loss of enjoyment of life. The effect of the physical impairment must be substantial and extend beyond any pain, suffering, mental anguish, lost wages, or diminished earning capacity.

1. Physical impairment sustained in the past.

Answer: 13 million

2. Physical impairment that, in reasonable probability, Isaac Sanchez will sustain in the future.

Answer: 150 million

3. Mental anguish sustained in the past.

Answer: 1.4 million

4. Mental anguish that, in reasonable probability, Isaac Sanchez will sustain in the future.

Answer: 18 million

5. Physical pain sustained in the past.

Answer: 18 million

6. Physical pain that, in reasonable probability, Isaac Sanchez will sustain in the future.

Answer: 3 million

7. Disfigurement sustained in the past.

Answer: 1.4 million

8. Disfigurement that, in reasonable probability, Isaac Sanchez will sustain in the future.

Answer: 5 million

9. Reasonable and necessary medical care expenses incurred in the past.

Answer: 1.3 million

10. Reasonable and necessary medical care expenses that, in reasonable probability, Isaac Sanchez will incur in the future.

Answer: 50 million

11. Loss of earning capacity sustained in the past.

Answer: 200,000

12. Loss of earning capacity that, in reasonable probability, Isaac Sanchez will sustain in the future.

Answer: 1.2 million

Instructions Regarding the Presiding Juror:

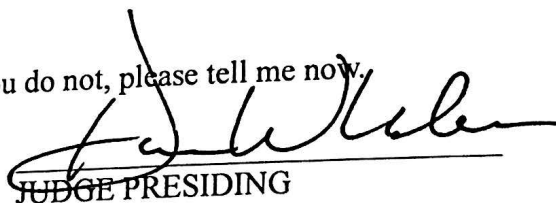
1. When you go into the jury room to answer the questions, the first thing you will need to do is choose a presiding juror.
2. The presiding juror has these duties:
 - a. have the complete charge read aloud if it will be helpful to your deliberations;
 - b. preside over your deliberations, meaning manage 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 who agree on every answer will sign the verdict.

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



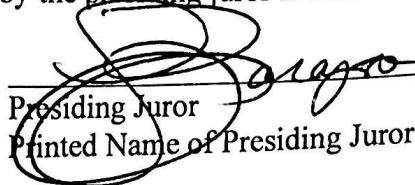
JUDGE PRESIDING

Verdict Certificate

Check one:

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.

(To be signed by the presiding juror if unanimous.)


Presiding Juror
Printed Name of Presiding Juror: Jacquelyn Zaragoza

Our verdict is not unanimous. The following have agreed to each and every answer and have signed the certificate below.

	Signature	Name Printed
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____