

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

**KURIAN DAVID, et al.
Plaintiffs**

CIVIL ACTION

VERSUS

No. 08-1220

**SIGNAL INTERNATIONAL, LLC, et al.,
Defendants**

SECTION "E"

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,
Plaintiff**

CIVIL ACTION

VERSUS

No. 12-557

**SIGNAL INTERNATIONAL, LLC, et al.,
Defendants**

SECTION "E"

**LAKSHMANAN PONNAYAN ACHARI, et al.,
Plaintiffs**

CIVIL ACTION

VERSUS

**No. 13-6218
(c/w 13-6219,
13-6220, 13-6221,
14-732, 14-1818)**

**SIGNAL INTERNATIONAL, LLC, et al.,
Defendants**

SECTION "E"

**Applies To:
David v. Signal
(No. 08-1220)**

GENERAL INSTRUCTIONS

1. YOU HAVE HEARD THE EVIDENCE IN THIS CASE. I WILL NOW INSTRUCT YOU ON THE LAW THAT YOU MUST APPLY. IN ANY JURY TRIAL, THERE ARE, IN EFFECT, TWO JUDGES. I AM ONE OF THE JUDGES; THE OTHER IS YOU THE JURY. IT IS MY DUTY TO PRESIDE OVER THE TRIAL AND TO DETERMINE WHAT TESTIMONY AND OTHER EVIDENCE IS ADMISSIBLE UNDER THE LAW FOR YOUR CONSIDERATION. IT IS ALSO MY DUTY AT THE END OF THE TRIAL TO INSTRUCT YOU ON THE LAW APPLICABLE TO THIS CASE. IT IS YOUR DUTY TO FOLLOW THE LAW AS I SHALL STATE IT TO YOU. YOU MUST APPLY THAT LAW TO THE FACTS AS YOU FIND THEM FROM THE EVIDENCE IN THE CASE. YOU ARE NOT TO SINGLE OUT ONE INSTRUCTION ALONE AS STATING THE LAW, BUT MUST CONSIDER THE INSTRUCTIONS AS A WHOLE.

2. DO NOT CONSIDER ANY STATEMENT THAT I HAVE MADE IN THE COURSE OF TRIAL OR MAKE IN THESE INSTRUCTIONS AS AN INDICATION THAT I HAVE ANY OPINION ABOUT THE FACTS OF THIS CASE.

3. YOU HAVE HEARD THE CLOSING ARGUMENTS OF THE ATTORNEYS. STATEMENTS AND ARGUMENTS OF THE ATTORNEYS ARE NOT EVIDENCE AND ARE NOT INSTRUCTIONS ON THE LAW. THEY ARE INTENDED ONLY TO ASSIST YOU IN UNDERSTANDING THE EVIDENCE AND THE PARTIES' CONTENTIONS.

4. ANSWER EACH QUESTION FROM THE FACTS AS YOU FIND THEM. DO NOT DECIDE WHO YOU THINK SHOULD WIN AND THEN ANSWER THE

QUESTIONS ACCORDINGLY. YOUR ANSWERS AND YOUR VERDICT MUST BE UNANIMOUS.

5. THE FACT THAT A PERSON HAS BROUGHT A LAWSUIT AND IS IN COURT SEEKING DAMAGES CREATES NO INFERENCE OR PRESUMPTION THAT SUCH PERSON IS ENTITLED TO A JUDGMENT FOR ANY AMOUNT AT ALL. ANYONE MAY MAKE A CLAIM, AND THE FACT OF MAKING THE CLAIM BY IN ITSELF IN NO WAY TENDS TO ESTABLISH IT. LIKewise THE FACT THAT A DEFENDANT RAISES A DEFENSE CREATES NO INFERENCE OR PRESUMPTION THAT THE DEFENSE HAS MERIT.

6. DO NOT LET BIAS, PREJUDICE OR SYMPATHY PLAY ANY PART IN YOUR DELIBERATIONS. A CORPORATION IS CONSIDERED A PERSON UNDER THE LAW. A CORPORATION AND ALL OTHER PERSONS ARE EQUAL BEFORE THE LAW AND MUST BE TREATED AS EQUALS IN A COURT OF JUSTICE.

7. THIS CASE SHOULD BE CONSIDERED AND DECIDED BY YOU AS AN ACTION BETWEEN PERSONS OF EQUAL STANDING IN THE COMMUNITY, OF EQUAL WORTH, AND HOLDING THE SAME OR SIMILAR SITUATIONS IN LIFE. A CORPORATION OR POLITICAL ENTITY HAS THE SAME RIGHT TO A FAIR TRIAL AS DOES A PRIVATE INDIVIDUAL. ALL PERSONS, CORPORATIONS, POLITICAL SUBDIVISIONS, OR OTHER ENTITIES STAND EQUAL BEFORE THE LAW AND MUST BE TREATED AS EQUALS IN THE COURT OF JUSTICE.

8. YOU MUST ANSWER ALL QUESTIONS USING A PREPONDERANCE OF THE EVIDENCE STANDARD OF PROOF UNLESS I INSTRUCT YOU OTHERWISE. PROOF BY A PREPONDERANCE OF THE EVIDENCE SIMPLY MEANS EVIDENCE THAT PERSUADES YOU THAT THE PLAINTIFF'S CLAIM IS MORE LIKELY TRUE THAN NOT TRUE.

IN DECIDING WHETHER ANY FACT HAS BEEN PROVEN BY A PREPONDERANCE OF THE EVIDENCE, YOU MAY, UNLESS OTHERWISE INSTRUCTED, CONSIDER THE TESTIMONY OF ALL WITNESSES, REGARDLESS OF WHO MAY HAVE CALLED THEM, AND ALL EXHIBITS RECEIVED IN EVIDENCE, REGARDLESS OF WHO MAY HAVE PRODUCED THEM.

IF THE PROOF FAILS TO ESTABLISH ANY ELEMENT OF THE PLAINTIFF'S CLAIM BY A PREPONDERANCE OF THE EVIDENCE, YOU SHOULD FIND FOR THE DEFENDANT AS TO THAT CLAIM. THE ONE EXCEPTION TO THIS RULE IS WITH RESPECT TO PROOF OF ENTITLEMENT TO PUNITIVE DAMAGES. I WILL INSTRUCT YOU ON THE BURDEN OF PROOF WHEN I ADDRESS THE INDIVIDUAL CLAIMS UNDER WHICH PLAINTIFFS SEEK PUNITIVE DAMAGES.

9. IN DETERMINING THE WEIGHT TO GIVE TO THE TESTIMONY OF A WITNESS, YOU SHOULD ASK YOURSELF WHETHER THERE WAS EVIDENCE TENDING TO PROVE THAT THE WITNESS TESTIFIED FALSELY CONCERNING SOME IMPORTANT FACT, OR WHETHER THERE WAS EVIDENCE THAT AT SOME OTHER TIME THE WITNESS SAID OR DID SOMETHING, OR FAILED TO SAY OR

DO SOMETHING, THAT WAS DIFFERENT FROM THE TESTIMONY THE WITNESS GAVE BEFORE YOU DURING THE TRIAL.

10. YOU SHOULD KEEP IN MIND, OF COURSE, THAT A SIMPLE MISTAKE BY A WITNESS DOES NOT NECESSARILY MEAN THAT THE WITNESS WAS NOT TELLING THE TRUTH AS HE OR SHE REMEMBERS IT, BECAUSE PEOPLE MAY FORGET SOME THINGS OR REMEMBER OTHER THINGS INACCURATELY. SO, IF A WITNESS HAS MADE A MISSTATEMENT, YOU NEED TO CONSIDER WHETHER THAT MISSTATEMENT WAS AN INTENTIONAL FALSEHOOD OR SIMPLY AN INNOCENT LAPSE OF MEMORY; AND THE SIGNIFICANCE OF THAT MAY DEPEND ON WHETHER IT HAS TO DO WITH AN IMPORTANT FACT OR WITH ONLY AN UNIMPORTANT DETAIL.

11. THE INTEREST OF A WITNESS IN THE OUTCOME OF A SUIT, WHETHER SUCH INTEREST IS BY REASON OF RELATIONSHIP, FINANCIAL OR OTHERWISE, MAY HAVE THE EFFECT OF LESSENING THE VALUE OF SUCH WITNESS'S TESTIMONY.

12. IF THE PLAINTIFF OR ANY OTHER WITNESSES IS FOUND TO BE UNTRUTHFUL OR HAS BEEN DISCREDITED, YOU HAVE THE RIGHT TO DISTRUST AND REJECT ALL OF THE TESTIMONY GIVEN BY HIM IN ANY AND ALL PARTICULARS.

13. WHILE YOU SHOULD CONSIDER ONLY THE EVIDENCE IN THIS CASE, YOU ARE PERMITTED TO DRAW SUCH REASONABLE INFERENCES FROM THE TESTIMONY AND EXHIBITS AS YOU FEEL ARE JUSTIFIED IN THE LIGHT OF COMMON EXPERIENCE. IN OTHER WORDS, YOU MAY MAKE DEDUCTIONS AND REACH CONCLUSIONS THAT REASON AND COMMON SENSE LEAD YOU TO DRAW FROM THE FACTS THAT HAVE BEEN ESTABLISHED BY THE TESTIMONY AND EVIDENCE IN THE CASE.

14. THE TESTIMONY OF A SINGLE WITNESS MAY BE SUFFICIENT TO PROVE ANY FACT, EVEN IF A GREATER NUMBER OF WITNESSES MAY HAVE TESTIFIED TO THE CONTRARY, IF AFTER CONSIDERING ALL THE OTHER EVIDENCE YOU BELIEVE THAT SINGLE WITNESS.

15. CERTAIN TESTIMONY HAS BEEN PRESENTED TO YOU DURING THE COURSE OF THE TRIAL THROUGH A DEPOSITION. A DEPOSITION IS THE SWORN, RECORDED ANSWERS TO QUESTIONS ASKED A WITNESS IN ADVANCE OF THE TRIAL. UNDER SOME CIRCUMSTANCES, IF A WITNESS CANNOT BE PRESENT AT TRIAL TO TESTIFY FROM THE WITNESS STAND, THAT WITNESS'S TESTIMONY MAY BE PRESENTED, UNDER OATH, IN THE FORM OF A DEPOSITION. THUS, SOME TIME BEFORE THIS TRIAL, ATTORNEYS REPRESENTING THE PARTIES IN THIS CASE QUESTIONED THIS WITNESS UNDER OATH. A COURT REPORTER WAS PRESENT AND RECORDED THE TESTIMONY. THE QUESTIONS AND ANSWERS WERE READ OR SHOWN TO YOU DURING THE COURSE OF THE TRIAL. THIS DEPOSITION TESTIMONY IS

ENTITLED TO THE SAME CONSIDERATION, IS TO BE JUDGED BY YOU AS TO CREDIBILITY, AND IS TO BE WEIGHED AND OTHERWISE CONSIDERED BY YOU IN THE SAME WAY, INsofar AS THAT IS POSSIBLE, AS IF THE WITNESS HAD BEEN PRESENT IN COURT AND HAD TESTIFIED FROM THE WITNESS STAND.

16. DURING THE COURSE OF THE TRIAL, YOU HAVE HEARD OBJECTIONS TO THE EVIDENCE. SOMETIMES THESE HAVE BEEN ARGUED OUT OF THE HEARING OF THE JURY. IT IS THE DUTY OF THE ATTORNEY ON EACH SIDE OF A CASE TO OBJECT WHEN THE OTHER SIDE OFFERS TESTIMONY OR OTHER EVIDENCE THAT THE ATTORNEY BELIEVES IS NOT PROPERLY ADMISSIBLE. YOU SHOULD NOT DRAW ANY INFERENCE AGAINST OR SHOW ANY PREJUDICE AGAINST A LAWYER OR HIS CLIENT BECAUSE OF THE MAKING OF AN OBJECTION. UPON ALLOWING TESTIMONY OR OTHER EVIDENCE TO BE INTRODUCED OVER THE OBJECTIONS OF AN ATTORNEY, THE COURT DOES NOT, UNLESS EXPRESSLY STATED, INDICATE ANY OPINION AS TO THE WEIGHT OR EFFECT OF SUCH EVIDENCE. AS STATED BEFORE, YOU THE JURY ARE THE SOLE JUDGES OF THE CREDIBILITY OF ALL WITNESSES AND THE WEIGHT AND EFFECT OF ALL EVIDENCE. WHEN THE COURT HAS SUSTAINED AN OBJECTION TO A QUESTION ADDRESSED TO A WITNESS, THE JURY MUST DISREGARD THE QUESTION ENTIRELY, AND MAY DRAW NO INFERENCE FROM THE WORDING IT, OR SPECULATE AS TO WHAT THE WITNESS WOULD HAVE SAID IF PERMITTED TO ANSWER.

17. ANY NOTES THAT YOU HAVE TAKEN DURING THIS TRIAL ARE ONLY AIDS TO MEMORY. IF YOUR MEMORY SHOULD DIFFER FROM YOUR NOTES, THEN YOU SHOULD RELY ON YOUR MEMORY AND NOT ON THE NOTES. THE NOTES ARE NOT EVIDENCE. A JUROR WHO HAS NOT TAKEN NOTES SHOULD RELY ON HIS OR HER INDEPENDENT RECOLLECTION OF THE EVIDENCE AND SHOULD NOT BE UNDULY INFLUENCED BY THE NOTES OF OTHER JURORS. NOTES ARE NOT ENTITLED TO ANY GREATER WEIGHT THAN THE RECOLLECTION OR IMPRESSION OF EACH JUROR ABOUT THE TESTIMONY.

18. THERE ARE TWO TYPES OF EVIDENCE THAT YOU MAY CONSIDER IN PROPERLY FINDING THE TRUTH AS TO THE FACTS IN THE CASE. ONE IS DIRECT EVIDENCE—SUCH AS TESTIMONY OF AN EYEWITNESS. THE OTHER IS INDIRECT OR CIRCUMSTANTIAL EVIDENCE—THE PROOF OF A CHAIN OF CIRCUMSTANCES THAT INDICATES THE EXISTENCE OR NONEXISTENCE OF CERTAIN OTHER FACTS. AS A GENERAL RULE, THE LAW MAKES NO DISTINCTION BETWEEN DIRECT AND CIRCUMSTANTIAL EVIDENCE, BUT SIMPLY REQUIRES THAT YOU FIND THE FACTS FROM A PREPONDERANCE OF ALL THE EVIDENCE, BOTH DIRECT AND CIRCUMSTANTIAL.

19. WHEN KNOWLEDGE OF TECHNICAL SUBJECT MATTER MAY BE HELPFUL TO THE JURY, A PERSON WHO HAS SPECIAL TRAINING OR EXPERIENCE IN THAT TECHNICAL FIELD—HE IS CALLED AN EXPERT WITNESS—IS PERMITTED TO STATE HIS OPINION ON THOSE TECHNICAL MATTERS. HOWEVER, YOU ARE

NOT REQUIRED TO ACCEPT THAT OPINION. AS WITH ANY OTHER WITNESS, IT IS UP TO YOU TO DECIDE WHETHER TO RELY UPON IT.

20. IN DECIDING WHETHER TO ACCEPT OR RELY UPON THE OPINION OF AN EXPERT WITNESS, YOU MAY CONSIDER ANY BIAS OF THE WITNESS, INCLUDING ANY BIAS YOU MAY INFER FROM EVIDENCE THAT THE EXPERT WITNESS HAS BEEN OR WILL BE PAID FOR REVIEWING THE CASE AND TESTIFYING, OR FROM EVIDENCE THAT HE TESTIFIES REGULARLY AS AN EXPERT WITNESS AND HIS INCOME FROM SUCH TESTIMONY REPRESENTS A SIGNIFICANT PORTION OF HIS INCOME.

21. THE WEIGHT WHICH IS TO BE ASSIGNED TO THE TESTIMONY OF EXPERTS IS TO BE ASCERTAINED BY THE QUALIFICATIONS AND EXPERIENCE OF THE WITNESS AS WELL AS THE MATERIALS AND CIRCUMSTANCES UPON WHICH HIS OPINION IS GROUNDED.

22. YOU MAY EXCLUDE THE TESTIMONY OF AN EXPERT, IF THAT TESTIMONY LACKS AN ADEQUATE FOUNDATION OR IS NOT BASED ON DATA REASONABLY RELIED UPON BY EXPERTS IN A PARTICULAR FIELD OF EXPERTISE.

23. IF YOU FIND THAT A DEFENDANT IS LIABLE TO A PLAINTIFF OR PLAINTIFFS, THEN YOU MUST DETERMINE AN AMOUNT THAT IS FAIR COMPENSATION FOR ALL OF THAT PLAINTIFF OR THOSE PLAINTIFFS'

DAMAGES. THESE DAMAGES ARE CALLED COMPENSATORY DAMAGES. THE PURPOSE OF COMPENSATORY DAMAGES IS TO MAKE A PLAINTIFF WHOLE— THAT IS, TO COMPENSATE THE PLAINTIFF FOR THE DAMAGE THAT HE HAS SUFFERED. COMPENSATORY DAMAGES ARE NOT LIMITED TO EXPENSES THAT A PLAINTIFF MAY HAVE INCURRED BECAUSE OF HIS INJURY. IF A PLAINTIFF WINS, HE IS ENTITLED TO COMPENSATORY DAMAGES FOR THE ECONOMIC INJURY, PHYSICAL INJURY, AND PAIN AND SUFFERING. A PLAINTIFF IS ALSO ENTITLED TO COMPENSATORY DAMAGES FOR MENTAL ANGUISH THAT HE HAS SUFFERED BECAUSE OF THE DEFENDANT'S WRONGFUL CONDUCT, UNLESS I INSTRUCT YOU OTHERWISE.

YOU MAY AWARD COMPENSATORY DAMAGES ONLY FOR INJURIES THAT A PLAINTIFF PROVES WERE PROXIMATELY CAUSED BY A DEFENDANT'S ALLEGEDLY WRONGFUL CONDUCT. AN INJURY IS PROXIMATELY CAUSED WHEN THE ACT PLAYED A SUBSTANTIAL PART IN BRINGING ABOUT OR ACTUALLY CAUSING INJURY OR DAMAGE; AND THE INJURY OR DAMAGE WAS EITHER A DIRECT RESULT OR A REASONABLY PROBABLE CONSEQUENCE OF THE ACT. THE DAMAGES THAT YOU AWARD MUST BE FAIR COMPENSATION FOR ALL OF A PLAINTIFF'S DAMAGES, NO MORE AND NO LESS. YOU SHOULD NOT AWARD COMPENSATORY DAMAGES FOR SPECULATIVE INJURIES, BUT ONLY FOR THOSE INJURIES THAT A PLAINTIFF HAS ACTUALLY SUFFERED OR THAT A PLAINTIFF IS REASONABLY LIKELY TO SUFFER IN THE FUTURE.

IF YOU DECIDE TO AWARD COMPENSATORY DAMAGES, YOU SHOULD BE GUIDED BY DISPASSIONATE COMMON SENSE. COMPUTING DAMAGES MAY BE DIFFICULT, BUT YOU MUST NOT LET THAT DIFFICULTY LEAD YOU TO ENGAGE IN ARBITRARY GUESSWORK. ON THE OTHER HAND, THE LAW DOES NOT REQUIRE THAT A PLAINTIFF PROVE THE AMOUNT OF HIS LOSSES WITH MATHEMATICAL PRECISION, BUT ONLY WITH AS MUCH DEFINITENESS AND ACCURACY AS THE CIRCUMSTANCES PERMIT.

YOU MUST USE SOUND DISCRETION IN FIXING AN AWARD OF DAMAGES, DRAWING REASONABLE INFERENCES WHERE YOU FIND THEM APPROPRIATE FROM THE FACTS AND CIRCUMSTANCES IN EVIDENCE.

IF YOU FIND THAT A DEFENDANT OR MULTIPLE DEFENDANTS DID IN FACT VIOLATE MORE THAN ONE OF A PLAINTIFF'S RIGHTS, YOU MUST REMEMBER, IN CALCULATING THE DAMAGES, THAT A PLAINTIFF IS ENTITLED TO BE COMPENSATED ONLY FOR INJURIES HE ACTUALLY SUFFERED. THUS, IF A DEFENDANT VIOLATED MORE THAN ONE OF THE PLAINTIFF'S RIGHTS, BUT THE RESULTING INJURY WAS NO GREATER THAN IT WOULD HAVE BEEN HAD THE DEFENDANT VIOLATED ONLY ONE OF THOSE RIGHTS, YOU SHOULD AWARD AN AMOUNT OF COMPENSATORY DAMAGES NO GREATER THAN YOU WOULD AWARD IF THE DEFENDANT HAD VIOLATED ONLY ONE OF THE PLAINTIFF'S RIGHTS. IF, ON THE OTHER HAND, THE DEFENDANT VIOLATED MORE THAN ONE OF THE PLAINTIFF'S RIGHTS AND YOU IDENTIFY SEPARATE INJURIES RESULTING FROM THE SEPARATE VIOLATIONS, YOU SHOULD

AWARD AN AMOUNT OF COMPENSATORY DAMAGES EQUAL TO THE TOTAL OF THE DAMAGES YOU BELIEVE WILL FAIRLY AND JUSTLY COMPENSATE THE PLAINTIFF FOR THE SEPARATE INJURIES HE HAS SUFFERED.

24. YOU MAY AWARD PUNITIVE DAMAGES FOR CERTAIN CLAIMS IN THIS CASE. WITH RESPECT TO ALL CLAIMS, THE PLAINTIFFS HAVE THE BURDEN OF PROVING THAT PUNITIVE DAMAGES SHOULD BE AWARDED. THE PURPOSE OF PUNITIVE DAMAGES IS TO PUNISH AND DETER, NOT TO COMPENSATE. PUNITIVE DAMAGES SERVE TO PUNISH A DEFENDANT AND, BY DOING SO, TO DETER OTHERS FROM ENGAGING IN SIMILAR CONDUCT IN THE FUTURE. YOU ARE NOT REQUIRED TO AWARD PUNITIVE DAMAGES. IF YOU DO DECIDE TO AWARD PUNITIVE DAMAGES, YOU MUST USE SOUND REASON IN SETTING THE AMOUNT. YOUR AWARD OF PUNITIVE DAMAGES MUST NOT REFLECT BIAS, PREJUDICE, OR SYMPATHY TOWARD ANY PARTY. IT SHOULD BE PRESUMED THAT A PLAINTIFF HAS BEEN MADE WHOLE BY COMPENSATORY DAMAGES, SO PUNITIVE DAMAGES SHOULD BE AWARDED ONLY IF A DEFENDANT'S MISCONDUCT IS SO REPREHENSIBLE AS TO WARRANT THE IMPOSITION OF FURTHER SANCTIONS TO ACHIEVE PUNISHMENT OR DETERRENCE.

IF YOU DECIDE TO AWARD PUNITIVE DAMAGES UNDER ANY CLAIM, THE FOLLOWING FACTORS SHOULD GUIDE YOU IN FIXING THE PROPER AMOUNT:

- (1) THE REPREHENSIBILITY OF A DEFENDANT'S CONDUCT, INCLUDING BUT NOT LIMITED TO WHETHER THERE WAS DECEIT, COVER-UP, INSULT, OR INTENDED OR RECKLESS INJURY;

- (2) THE DURATION OF THE CONDUCT;
- (3) WHETHER THE DEFENDANT WAS AWARE OF THE HARM BEING CAUSED;
- (4) WHETHER THE DEFENDANT'S CONDUCT WAS MOTIVATED BY A DESIRE TO AUGMENT PROFIT; AND
- (5) THE RATIO BETWEEN THE PUNITIVE DAMAGES YOU ARE CONSIDERING AWARDING AND THE AMOUNT OF HARM THAT WAS SUFFERED BY THE VICTIM OR WITH WHICH THE VICTIM WAS THREATENED;

YOU MAY CONSIDER THE FINANCIAL RESOURCES OF A DEFENDANT IN FIXING THE AMOUNT OF PUNITIVE DAMAGES.

YOU MAY IMPOSE PUNITIVE DAMAGES AGAINST ONE OR MORE OF THE DEFENDANTS AND NOT OTHERS. YOU MAY ALSO AWARD DIFFERENT AMOUNTS AGAINST DIFFERENT DEFENDANTS. LIKEWISE, YOU MAY IMPOSE PUNITIVE DAMAGES IN FAVOR OF ONE OR MORE PLAINTIFFS AND NOT OTHERS. YOU MAY ALSO AWARD SUCH PUNITIVE DAMAGES IN DIFFERENT AMOUNTS IN FAVOR OF DIFFERENT PLAINTIFFS DEPENDING ON HOW YOU VIEW THE RELATIONSHIP BETWEEN THE AWARD, IF ANY, AND THE HARM, IF ANY, TO THE INDIVIDUAL PLAINTIFF.

25. ANY CONTRACTUAL DAMAGES AWARDED MUST BE FAIR COMPENSATION FOR A PLAINTIFF'S DAMAGES, NO MORE AND NO LESS. CONTRACTUAL

DAMAGES ARE NOT ALLOWED AS A PUNISHMENT AND CANNOT BE IMPOSED OR INCREASED TO PENALIZE A DEFENDANT.

26. IN MAKING ANY DAMAGE AWARD, YOU ARE NOT TO CONSIDER ANY ATTORNEYS FEES THAT MAY HAVE BEEN INCURRED BY EITHER PARTY IN BRINGING OR DEFENDING THIS LAWSUIT. YOU SHOULD ALSO NOT CONSIDER WHETHER ANY DAMAGES MAY BE SUBJECT TO INCOME TAX.

PLAINTIFFS' CLAIMS

I WILL NOW INSTRUCT YOU ON PLAINTIFFS' CLAIMS.

CLAIM ONE: FORCED LABOR AND TRAFFICKING FOR FORCED LABOR

PLAINTIFFS ASSERT CLAIMS AGAINST SIGNAL, BURNETT, AND DEWAN FOR VIOLATIONS OF THE TRAFFICKING VICTIMS PROTECTION ACT, SPECIFICALLY, FORCED LABOR AND TRAFFICKING FOR FORCED LABOR. SIGNAL, BURNETT AND DEWAN DENY THESE CLAIMS. I WILL NOW INSTRUCT YOU ON THE LAW APPLICABLE TO THESE CLAIMS.

A. APPLICABLE LAW

I. FORCED LABOR

IN ORDER TO PREVAIL ON THEIR CLAIM FOR FORCED LABOR, PLAINTIFFS MUST PROVE BY A PREPONDERANCE OF THE EVIDENCE THAT A DEFENDANT KNOWINGLY PROVIDED OR OBTAINED THE LABOR OR SERVICES OF PLAINTIFFS:

(A) BY MEANS OF THREATS OF SERIOUS HARM TO, OR PHYSICAL RESTRAINT AGAINST, THAT PERSON OR ANOTHER PERSON;

(B) BY MEANS OF ANY SCHEME, PLAN, OR PATTERN INTENDED TO CAUSE THE PERSON TO BELIEVE THAT, IF THE PERSON DID NOT PERFORM SUCH LABOR OR SERVICES, THAT PERSON OR ANOTHER PERSON WOULD SUFFER SERIOUS HARM OR PHYSICAL RESTRAINT;

OR

(C) BY MEANS OF THE ABUSE OR THREATENED ABUSE OF LAW OR THE LEGAL PROCESS.

IN CONSIDERING THIS INSTRUCTION, I INSTRUCT YOU THE WORDS "PROVIDE" AND "OBTAIN" ARE TO BE GIVEN THEIR ORDINARY MEANINGS. "PROVIDE" MEANS TO SUPPLY SOMETHING OR MAKE SOMETHING AVAILABLE.

"OBTAIN" MEANS TO GAIN, ACQUIRE, OR ATTAIN.

"ABUSE OR THREATENED ABUSE OF LAW OR LEGAL PROCESS" MEANS THE USE OR THREATENED USE OF A LAW OR LEGAL PROCESS, WHETHER ADMINISTRATIVE, CIVIL, OR CRIMINAL, IN ANY MANNER OR FOR ANY PURPOSE FOR WHICH THE LAW WAS NOT DESIGNED, IN ORDER TO EXERT PRESSURE ON ANOTHER PERSON TO CAUSE THAT PERSON TO TAKE SOME ACTION OR REFRAIN FROM TAKING SOME ACTION. THIS MAY INCLUDE BUT IS NOT LIMITED TO THREAT OF DEPORTATION, MISREPRESENTATION ABOUT THE AVAILABILITY OR LACK OF AVAILABILITY OF IMMIGRATION OR CIVIL REMEDIES, AND/OR RESTRICTING ACCESS TO IMMIGRATION OR CIVIL REMEDIES.

THE TERM "SERIOUS HARM" MEANS ANY HARM, WHETHER PHYSICAL OR NON-PHYSICAL, INCLUDING PSYCHOLOGICAL, FINANCIAL, OR REPUTATIONAL HARM, THAT IS SUFFICIENTLY SERIOUS, UNDER ALL THE SURROUNDING CIRCUMSTANCES, TO COMPEL A REASONABLE PERSON OF THE SAME BACKGROUND AND IN THE SAME CIRCUMSTANCES TO PERFORM OR TO CONTINUE PERFORMING LABOR OR SERVICES IN ORDER TO AVOID INCURRING THAT HARM. YOU MUST DETERMINE WHETHER THE SERIOUS HARM WAS SUFFICIENT TO CAUSE PLAINTIFFS REASONABLY TO BELIEVE THAT THEY HAD NO CHOICE BUT TO WORK OR TO REMAIN WORKING FOR THEIR EMPLOYER DEFENDANT TO AVOID SERIOUS HARM TO THEMSELVES OR TO ANOTHER PERSON.

TO DETERMINE WHETHER PLAINTIFFS REASONABLY BELIEVED THEY HAD TO PERFORM OR TO CONTINUE PERFORMING LABOR OR SERVICES IN

ORDER TO AVOID INCURRING THAT HARM YOU MAY CONSIDER THE CUMULATIVE EFFECT OF THE CONDUCT OF THE DEFENDANT OR DEFENDANTS ON PLAINTIFFS. YOU MAY ALSO CONSIDER PLAINTIFFS' BACKGROUND, PHYSICAL AND MENTAL CONDITION, EXPERIENCE, EDUCATION, SOCIOECONOMIC STATUS, AGE, ANY INEQUALITIES BETWEEN THEM AND THE DEFENDANTS WITH RESPECT TO THESE CONSIDERATIONS, INCLUDING THEIR RELATIVE STATIONS IN LIFE, IMMIGRATION STATUS, CULTURAL BACKGROUND, ETHNICITY, ABILITY TO SPEAK THE LANGUAGE SPOKEN IN THE REGION OF THE COUNTRY WHERE HE WAS PERFORMING THE LABOR OR SERVICES, BACKGROUND, SOCIAL ISOLATION, AND SOCIAL STATUS.

THE WORDS "SCHEME," "PLAN," AND "PATTERN" ARE TO BE GIVEN THEIR ORDINARY MEANINGS. A "SCHEME, PLAN, OR PATTERN INTENDED TO CAUSE A PERSON TO BELIEVE THAT NONPERFORMANCE OF LABOR OR SERVICES WILL RESULT IN SERIOUS HARM" NEED NOT INVOLVE ACTUAL THREATS OF SERIOUS HARM, BUT MAY INVOLVE ANY OTHER MEANS-INCLUDING DECEPTION OR PSYCHOLOGICAL COERCION-USED TO CAUSE THE WORKER TO REASONABLY BELIEVE THAT HE, HIS FAMILY, OR ANY OTHER PERSON WOULD SUFFER SERIOUS HARM IF HE REFUSED TO CONTINUE PROVIDING LABOR OR SERVICES.

THE FACT THAT PLAINTIFFS MAY HAVE HAD AN OPPORTUNITY TO FREELY COME AND GO FROM THE EMPLOYER'S PREMISES MAY BE CONSIDERED BUT DOES NOT DETERMINE WHETHER THEY WERE SUBJECTED TO FORCED LABOR IF THE EMPLOYER PLACED PLAINTIFFS IN SUCH FEAR OR CIRCUMSTANCES THAT THEY DID NOT REASONABLY BELIEVE THEY COULD

LEAVE THEIR EMPLOYMENT. PLAINTIFFS NEED NOT PROVE PHYSICAL RESTRAINT, SUCH AS THE USE OF CHAINS, BARBED WIRE, OR LOCKED DOORS, IN ORDER TO ESTABLISH THE OFFENSE OF FORCED LABOR.

WHETHER SIGNAL PAID PLAINTIFFS' A SALARY OR A WAGE MAY BE CONSIDERED BUT DOES NOT DETERMINE WHETHER PLAINTIFFS WERE SUBJECTED TO FORCED LABOR.

WHETHER A PLAINTIFF MAY HAVE INITIALLY AGREED, VOLUNTARILY, TO RENDER THE SERVICE OR PERFORM THE WORK, MAY BE CONSIDERED BUT DOES NOT DETERMINE WHETHER ANY OF THE DEFENDANTS SUBJECTED THE PLAINTIFFS TO FORCED LABOR.

IF SIGNAL SUBJECTED A PLAINTIFF TO FORCED LABOR FOR A PERIOD OF TIME, BUT IT IMPROVED CONDITIONS TO THE EXTENT THAT SIGNAL WAS NO LONGER SUBJECTING A PLAINTIFF TO FORCED LABOR, SIGNAL STILL MAY BE LIABLE FOR FORCED LABOR FOR THE PERIOD OF TIME WHEN THE FORCED LABOR OCCURRED.

II. TRAFFICKING FOR FORCED LABOR

IN ORDER TO PREVAIL ON THEIR CLAIM OF TRAFFICKING FOR FORCED LABOR, PLAINTIFFS MUST ESTABLISH THE FOLLOWING BY A PREPONDERANCE OF THE EVIDENCE:

1. A DEFENDANT RECRUITED, TRANSPORTED, PROVIDED, OR OBTAINED, BY ANY MEANS, ANY PERSON FOR LABOR OR SERVICES; AND

2. THE DEFENDANT ACTED WITH THE KNOWLEDGE THAT THE PERSON WOULD BE SUBJECTED TO FORCED LABOR, WHICH I DESCRIBED ABOVE.

AS USED IN THIS INSTRUCTION, THE WORD "RECRUIT" MEANS TO ENGAGE IN FINDING AND ATTRACTING A PERSON FOR EMPLOYMENT. "TRANSPORT" MEANS THE ACT OF PROCESSING OR MOVING A PERSON FROM ONE PLACE TO ANOTHER. "PROVIDE" MEANS TO SUPPLY SOMETHING OR MAKE SOMETHING AVAILABLE. "OBTAIN" MEANS TO GAIN, ACQUIRE, OR ATTAIN.

B. DAMAGES

IF YOU FIND THAT PLAINTIFFS PROVED EACH OF THE REQUIREMENTS LISTED ABOVE WITH RESPECT TO FORCED LABOR AND/OR TRAFFICKING FOR FORCED LABOR, YOU MAY AWARD DAMAGES. PLAINTIFFS SEEK COMPENSATORY AND PUNITIVE DAMAGES FOR THEIR FORCED LABOR AND TRAFFICKING FOR FORCED LABOR CLAIMS.

I. COMPENSATORY DAMAGES

YOU MAY AWARD COMPENSATION FOR ANY DAMAGES PROXIMATELY CAUSED BY A DEFENDANT'S VIOLATION OF THE LAWS AGAINST FORCED LABOR AND/OR TRAFFICKING FOR LABOR. YOU MAY CONSIDER THE FOLLOWING ELEMENTS OF DAMAGE:

1. MENTAL ANGUISH EXPERIENCED DURING THE RECRUITMENT PROCESS UP TO THE POINT AT WHICH EACH PLAINTIFFS' EMPLOYMENT AT SIGNAL ENDED;

2. MONEYS PAID DURING THE RECRUITMENT PROCESS AND IN ORDER TO COME TO THE UNITED STATES TO WORK FOR SIGNAL, INCLUDING, BUT NOT LIMITED TO: RECRUITMENT FEES; TRAVEL EXPENSES; LEGAL FEES; MEDICAL TESTING; SKILLS TESTING AND ADMINISTRATIVE FEES; LOSSES ON ANY PERSONAL OR REAL PROPERTY SOLD OR PAWNED FOR THE PURPOSES OF MAKING PAYMENTS IN CONNECTION WITH THE RECRUITMENT; AND FEES AND INTEREST PAID ON ANY LOANS INCURRED AS A RESULT OF THE RECRUITMENT PROCESS UP TO THE POINT AT WHICH EACH PLAINTIFFS' EMPLOYMENT AT SIGNAL ENDED; AND
3. DEDUCTIONS TAKEN FROM PLAINTIFFS' PAYCHECKS BY SIGNAL FOR ROOM AND BOARD.

II. PUNITIVE DAMAGES

YOU MAY AWARD PUNITIVE DAMAGES IF YOU FIND BY A PREPONDERANCE OF THE EVIDENCE THAT A DEFENDANT ACTED WITH MALICE OR RECKLESS INDIFFERENCE TO ONE OR MORE OF THE PLAINTIFFS' RIGHTS TO BE FREE FROM FORCED LABOR OR TRAFFICKING FOR FORCED LABOR.

FOR PURPOSES OF THIS INSTRUCTION, "MALICE" MEANS THAT A DEFENDANT ACTED WITH INTENT TO CAUSE INJURY OR THAT A DEFENDANT'S CONDUCT WAS DESPICABLE AND WAS DONE WITH A WILLFUL AND KNOWING DISREGARD OF THE RIGHTS OR SAFETY OF ANOTHER. A PERSON ACTS WITH KNOWING DISREGARD WHEN HE OR SHE IS AWARE OF THE PROBABLE DANGEROUS CONSEQUENCES OF HIS OR HER CONDUCT AND DELIBERATELY FAILS TO AVOID THOSE CONSEQUENCES.

CLAIM TWO: DISCRIMINATION

PLAINTIFFS ASSERT CLAIMS AGAINST SIGNAL FOR DISCRIMINATION UNDER A FEDERAL CIVIL RIGHTS STATUTE. SIGNAL DENIES THIS CLAIM. THE STATUTE PROHIBITS DISCRIMINATION AGAINST AN EMPLOYEE BECAUSE OF THE PERSON'S RACE, ETHNICITY, ANCESTRY, OR STATUS AS AN H-2B VISA HOLDER. BEING INDIAN QUALIFIES AS PART OF A PERSON'S RACE, ETHNICITY, OR ANCESTRY.

PLAINTIFFS CLAIM THAT WHILE WORKING AND LIVING AT THE SIGNAL FACILITIES THEY WERE SUBJECT TO TWO KINDS OF DISCRIMINATORY TREATMENT BECAUSE THEY WERE INDIAN AND/OR HELD H-2B VISAS. FIRST, PLAINTIFFS CLAIM THAT THEIR RACE, ETHNICITY, ANCESTRY, OR STATUS AS H-2B VISA HOLDERS WAS A MOTIVATING FACTOR IN SIGNAL'S DECISION TO SUBJECT THEM TO EMPLOYMENT TERMS AND CONDITIONS TO WHICH SIGNAL DID NOT SUBJECT ITS NON-INDIAN OR NON-H-2B VISA EMPLOYEES, SPECIFICALLY, REQUIRING PLAINTIFFS TO LIVE AT THE SIGNAL MAN CAMP AND/OR DEDUCTING FEES FROM PLAINTIFFS' PAY FOR ACCOMMODATIONS IN THE SIGNAL MAN CAMP. SECOND, PLAINTIFFS CLAIM THAT THE CONDITIONS AT THE MAN CAMP WERE SEVERE OR PERVASIVE ENOUGH TO RISE TO THE LEVEL OF HARASSMENT AND THAT THEY WERE SUBJECTED TO THESE HARASSING CONDITIONS BECAUSE THEY ARE INDIAN OR BECAUSE THEY WERE H-2B VISA HOLDERS. PLAINTIFFS CAN PREVAIL UNDER THEIR DISCRIMINATION CLAIMS IF THEY PROVE EITHER OR BOTH OF THE TYPES OF DISCRIMINATION THEY ALLEGE.

SIGNAL DENIES THAT PLAINTIFFS WERE DISCRIMINATED AGAINST IN ANY WAY. SIGNAL ASSERTS THAT IT WOULD HAVE MADE THE SAME DECISIONS ABOUT HOUSING PLAINTIFFS IN THE MAN CAMP AND DEDUCTING MAN CAMP FEES FROM PLAINTIFFS' WAGES EVEN IF PLAINTIFFS WERE NOT INDIAN OR H-2B VISA HOLDERS. SIGNAL ALSO ASSERTS THAT PLAINTIFFS WERE NOT SUBJECT TO HARASSING CONDITIONS AT THE MAN CAMP.

A. APPLICABLE LAW

I WILL NOW INSTRUCT YOU ON THE LAW RELATED TO THE TWO KINDS OF DISCRIMINATION ALLEGED BY PLAINTIFFS:

I. DISCRIMINATORY TERMS AND CONDITIONS OF EMPLOYMENT

PLAINTIFFS ALLEGE THAT SIGNAL REQUIRED THEM TO LIVE IN THE MAN CAMP AND DEDUCTED FEES FOR THE SIGNAL MAN CAMP ACCOMODATIONS FROM THEIR WAGES BECAUSE THEY ARE INDIAN OR BECAUSE THEY WERE H-2B VISA HOLDERS. TO PREVAIL ON THIS CLAIM, PLAINTIFFS MUST PROVE EACH OF THE FOLLOWING BY A PREPONDERANCE OF THE EVIDENCE:

1. SIGNAL REQUIRED PLAINTIFFS TO LIVE IN THE SIGNAL MAN CAMP AND/OR DEDUCTED FEES FROM PLAINTIFFS' WAGES FOR THE MAN CAMP ACCOMMODATIONS; AND
2. PLAINTIFFS' BEING INDIAN, OR PLAINTIFFS' STATUS AS H-2B WORKERS WAS A MOTIVATING FACTOR IN SIGNAL'S DECISION TO HOUSE PLAINTIFFS IN THE SIGNAL MAN CAMP AND/OR DEDUCT THE MAN CAMP FEES.

ALTHOUGH PLAINTIFFS MUST PROVE THAT SIGNAL ACTED WITH INTENT TO DISCRIMINATE, PLAINTIFFS ARE NOT REQUIRED TO PROVE THAT SIGNAL ACTED WITH PARTICULAR INTENT TO VIOLATE PLAINTIFFS' FEDERAL CIVIL RIGHTS.

IN SHOWING THAT PLAINTIFFS' BEING INDIAN OR STATUS AS H-2B VISA HOLDERS WAS A MOTIVATING FACTOR FOR SIGNAL'S ACTIONS, PLAINTIFFS ARE NOT REQUIRED TO PROVE THAT THEIR BEING INDIAN OR STATUS AS H-2B VISA HOLDERS WAS THE SOLE MOTIVATION, OR EVEN THE PRIMARY MOTIVATION FOR SIGNAL'S DECISION TO HOUSE PLAINTIFFS IN THE MAN CAMP OR DEDUCT THE MAN CAMP FEES FROM PLAINTIFFS' PAY. PLAINTIFFS NEED ONLY PROVE THAT THEIR BEING INDIAN OR STATUS AS H-2B VISA HOLDERS PLAYED A MOTIVATING PART IN SIGNAL'S DECISION EVEN THOUGH OTHER FACTORS MAY HAVE ALSO MOTIVATED SIGNAL.

FOR PURPOSES OF THIS INSTRUCTION, A FACTOR IS A "MOTIVATING FACTOR" IF IT PLAYED A PART IN SIGNAL'S DECISION TO HOUSE PLAINTIFFS IN THE SIGNAL MAN CAMP OR DEDUCT THE MAN CAMP FEES FROM PLAINTIFFS' PAY.

IF YOU FIND THAT PLAINTIFFS PROVED EACH OF THE REQUIREMENTS LISTED ABOVE, YOU MUST DECIDE WHETHER SIGNAL HAS SHOWN THAT IT WOULD HAVE MADE THE SAME DECISIONS WITH RESPECT TO HOUSING PLAINTIFFS IN THE SIGNAL MAN CAMP OR DEDUCTING THE MAN CAMP FEES FROM PLAINTIFFS' PAY EVEN IF IT HAD NO DISCRIMINATORY MOTIVE. YOUR VERDICT MUST BE FOR SIGNAL IF SIGNAL PROVES BY A PREPONDERANCE OF THE EVIDENCE THAT SIGNAL WOULD HAVE TREATED PLAINTIFFS THE SAME

EVEN IF PLAINTIFFS' BEING INDIAN OR BEING H-2B VISA HOLDERS HAD PLAYED NO ROLE IN SIGNAL'S DECISION.

II. HARRASSING LIVING CONDITIONS

PLAINTIFFS ALSO CLAIM THAT SIGNAL SUBJECTED THEM TO HARRASSING LIVING CONDITIONS IN THE MAN CAMP BASED ON THEIR RACE, ETHNICITY, ANCESTRY, OR STATUS AS H-2B VISA HOLDERS.

SIGNAL IS LIABLE FOR THE CLAIMED HARASSMENT IF PLAINTIFFS ESTABLISH THE FOLLOWING BY A PREPONDERANCE OF THE EVIDENCE:

1. PLAINTIFFS, OR SOME OF THEM, WERE SUBJECT TO UNWELCOME HARASSMENT;
2. THE HARASSMENT COMPLAINED OF WAS BASED ON THEIR RACE, ETHNICITY, ANCESTRY, OR STATUS AS H-2B VISA HOLDERS; AND
3. THE HARASSMENT COMPLAINED OF AFFECTED A TERM, CONDITION, OR PRIVILEGE OF EMPLOYMENT.

TO DETERMINE WHETHER ANY ALLEGED HARRASSMENT RISES TO A LEVEL THAT AFFECTED THE TERMS OR CONDITIONS OF ANY PLAINTIFF'S EMPLOYMENT, YOU SHOULD CONSIDER ALL OF THE CIRCUMSTANCES, INCLUDING: THE FREQUENCY OF THE CONDUCT; ITS SEVERITY; WHETHER IT IS PHYSICALLY THREATENING OR HUMILIATING, AND WHETHER IT UNREASONABLY INTERFERES WITH A PLAINTIFF'S WORK PERFORMANCE. THERE IS NO REQUIREMENT THAT THE CONDUCT BE PSYCHOLOGICALLY INJURIOUS.

HARASSMENT MAY INCLUDE EXTREMELY INSENSITIVE CONDUCT BECAUSE OF THE PLAINTIFF'S ETHNICITY, ANCESTRY, RACE, OR STATUS AS H-

H-2B VISA HOLDERS. SIMPLE TEASING, OFFHAND COMMENTS, SPORADIC USE OF OFFENSIVE LANGUAGE, OCCASIONAL JOKES RELATED TO RACE, ETHNICITY, ANCESTRY, AND/OR STATUS AS H-2B VISA HOLDERS, AND ISOLATED INCIDENTS (UNLESS EXTREMELY SERIOUS) WILL GENERALLY NOT AMOUNT TO DISCRIMINATORY CHANGES IN THE TERMS AND CONDITIONS OF EMPLOYMENT. BUT DISCRIMINATORY INTIMIDATION, RIDICULE, OR OTHER VERBAL OR PHYSICAL CONDUCT MAY BE SUFFICIENTLY EXTREME TO ALTER THE TERMS AND CONDITIONS OF EMPLOYMENT.

YOU MUST CONSIDER THE EVIDENCE FROM BOTH THE PLAINTIFFS' PERSPECTIVE AND THE PERSPECTIVE OF A REASONABLE PERSON. FIRST, PLAINTIFFS MUST ACTUALLY FIND THE SITUATION OFFENSIVE. NEXT, YOU MUST LOOK AT THE EVIDENCE FROM THE PERSPECTIVE OF A REASONABLE PERSON'S REACTION TO A SIMILAR ENVIRONMENT UNDER SIMILAR CIRCUMSTANCES. YOU CANNOT VIEW THE EVIDENCE FROM THE PERSPECTIVE OF AN OVERLY SENSITIVE PERSON. NOR CAN YOU VIEW THE EVIDENCE FROM THE PERSPECTIVE OF SOMEONE WHO IS NEVER OFFENDED. RATHER, THE ALLEGED HARASSING BEHAVIOR MUST BE SUCH THAT A REASONABLE PERSON IN THE SAME OR SIMILAR CIRCUMSTANCES AS PLAINTIFFS WOULD FIND THE CONDUCT OFFENSIVE.

B. DAMAGES

IF YOU FIND THAT PLAINTIFFS PROVED EACH OF THE REQUIREMENTS LISTED ABOVE WITH RESPECT TO DISCRIMINATORY TERMS AND CONDITIONS OF EMPLOYMENT OR HARASSING LIVING CONDITIONS, YOU MAY AWARD

DAMAGES. PLAINTIFFS SEEK COMPENSATORY DAMAGES AND PUNITIVE DAMAGES FOR THEIR DISCRIMINATION CLAIMS.

I. COMPENSATORY DAMAGES

YOU MAY AWARD COMPENSATION FOR ANY DAMAGES PROXIMATELY CAUSED BY SIGNAL'S UNLAWFUL DISCRIMINATION. YOU MAY CONSIDER THE FOLLOWING ELEMENTS OF DAMAGE:

1. MENTAL ANGUISH SUFFERED WHILE WORKING FOR SIGNAL;
AND
2. DEDUCTIONS TAKEN FROM PLAINTIFFS' PAYCHECKS BY
SIGNAL FOR ROOM AND BOARD.

II. PUNITIVE DAMAGES

YOU MAY AWARD PUNITIVE DAMAGES IF YOU FIND BY A PREPONDERANCE OF THE EVIDENCE THAT SIGNAL ACTED WITH MALICE OR RECKLESS INDIFFERENCE TO ONE OR MORE PLAINTIFFS' RIGHTS TO BE FREE FROM DISCRIMINATION.

FOR PURPOSES OF THIS INSTRUCTION, "MALICE" MEANS THAT A DEFENDANT ACTED WITH INTENT TO CAUSE INJURY OR THAT A DEFENDANT'S CONDUCT WAS DESPICABLE AND WAS DONE WITH A WILLFUL AND KNOWING DISREGARD OF THE RIGHTS OR SAFETY OF ANOTHER. A PERSON ACTS WITH KNOWING DISREGARD WHEN HE OR SHE IS AWARE OF THE PROBABLE DANGEROUS CONSEQUENCES OF HIS OR HER CONDUCT AND DELIBERATELY FAILS TO AVOID THOSE CONSEQUENCES.

CLAIM THREE: RETALIATION

PLAINTIFF JACOB JOSEPH KADAKKARAPPALLY (WHO I WILL NOW REFER TO AS "MR. JACOB") ASSERTS SIGNAL RETALIATED AGAINST HIM BY FIRING HIM IN VIOLATION OF A FEDERAL CIVIL RIGHTS STATUTE. SIGNAL DENIES THIS CLAIM.

A. APPLICABLE LAW

IT IS UNLAWFUL FOR AN EMPLOYER TO TERMINATE AN EMPLOYEE FOR COMMUNICATING WITH CIVIL RIGHTS LAWYERS, ATTEMPTING TO LEARN ABOUT WORKPLACE RIGHTS, INFORMING OTHER WORKERS OF THEIR RIGHTS, AND/OR COMPLAINING ABOUT THE WORKING AND LIVING CONDITIONS FOR INDIAN WORKERS AT SIGNAL. THE LAW REFERS TO THESE ACTIVITIES AS "PROTECTED ACTIVITY."

TO PROVE UNLAWFUL RETALIATION, MR. JACOB MUST ESTABLISH THE FOLLOWING BY A PREPONDERANCE OF THE EVIDENCE:

1. MR. JACOB ENGAGED IN PROTECTED ACTIVITY;
2. SIGNAL TERMINATED MR. JACOB'S EMPLOYMENT; AND
3. SIGNAL WOULD NOT HAVE TERMINATED MR. JACOB BUT FOR HIS ENGAGING IN PROTECTED ACTIVITY.

MR. JACOB DOES NOT HAVE TO PROVE THAT UNLAWFUL RETALIATION WAS THE SOLE REASON DEFENDANT TERMINATED HIM, BUT MUST SHOW THAT SIGNAL WOULD NOT HAVE TERMINATED HIM IN THE ABSENCE OF—BUT FOR—HIS ENGAGING IN THE PROTECTED ACTIVITY.

IF YOU DISBELIEVE THE REASON SIGNAL HAS GIVEN FOR ITS DECISION TO TERMINATE MR. JACOB'S EMPLOYMENT, YOU MAY, BUT ARE NOT

REQUIRED TO INFER, THAT SIGNAL WOULD NOT HAVE TERMINATED MR. JACOB BUT FOR HIS ENGAGING IN THE PROTECTED ACTIVITY.

B. DAMAGES

IF YOU FIND THAT MR. JACOB HAS PROVED EACH OF THE REQUIREMENTS LISTED ABOVE WITH RESPECT TO RETALIATION, YOU MAY AWARD DAMAGES. MR. JACOB SEEKS COMPENSATORY DAMAGES AND PUNITIVE DAMAGES FOR HIS RETALIATION CLAIM.

I. COMPENSATORY DAMAGES

YOU MAY AWARD COMPENSATION FOR ANY DAMAGES PROXIMATELY CAUSED BY SIGNAL'S UNLAWFUL RETALIATION. SPECIFICALLY, YOU MAY AWARD COMPENSENATION FOR ANY MENTAL ANGUISH MR. JACOB SUFFERED.

II. PUNITIVE DAMAGES

YOU MAY AWARD PUNITIVE DAMAGES IF YOU FIND BY A PREPONDERANCE OF THE EVIDENCE THAT SIGNAL ACTED WITH MALICE OR RECKLESS INDIFFERENCE TO MR. JACOB'S RIGHT TO BE FREE FROM UNLAWFUL RETALIATION.

FOR PURPOSES OF THIS INSTRUCTION, "MALICE" MEANS THAT A DEFENDANT ACTED WITH INTENT TO CAUSE INJURY OR THAT A DEFENDANT'S CONDUCT WAS DESPICABLE AND WAS DONE WITH A WILLFUL AND KNOWING DISREGARD OF THE RIGHTS OR SAFETY OF ANOTHER. A PERSON ACTS WITH KNOWING DISREGARD WHEN HE OR SHE IS AWARE OF THE PROBABLE DANGEROUS CONSEQUENCES OF HIS OR HER CONDUCT AND DELIBERATELY FAILS TO AVOID THOSE CONSEQUENCES.

CLAIM FOUR: RICO

PLAINTIFFS ASSERT CLAIMS AGAINST SIGNAL, BURNETT, AND DEWAN FOR VIOLATIONS OF THE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT (RICO). SIGNAL, BURNETT AND DEWAN DENY THESE CLAIMS.

THERE ARE TWO SECTIONS OF THE RICO STATUTE THAT PLAINTIFFS ARE SUING UNDER, WHICH I WILL DESCRIBE IN TURN.

UNDER THE FIRST SECTION, IT IS UNLAWFUL FOR ANYONE ASSOCIATED WITH AN "ENTERPRISE" TO CONDUCT, OR TO PARTICIPATE, DIRECTLY OR INDIRECTLY, IN CONDUCT OF THE ENTERPRISE'S AFFAIRS THROUGH A "PATTERN OF RACKETEERING ACTIVITY." I WILL CALL THIS THE "RICO GENERAL CLAIM. "

UNDER THE SECOND SECTION, IT IS UNLAWFUL FOR ANYONE TO CONSPIRE TO VIOLATE THE RICO GENERAL CLAIM. I WILL CALL THIS THE "RICO CONSPIRACY CLAIM."

A. APPLICABLE LAW

I. RICO GENERAL CLAIM

IN ORDER TO PREVAIL ON THEIR RICO GENERAL CLAIM, PLAINTIFFS MUST ESTABLISH THE FOLLOWING BY A PREPONDERANCE OF THE EVIDENCE:

1. THE EXISTENCE OF AN ENTERPRISE;
2. THE ENTERPRISE ENGAGED IN, OR HAD SOME EFFECT ON, INTERSTATE OR FOREIGN COMMERCE;
3. THE DEFENDANTS WERE EMPLOYED BY OR ASSOCIATED WITH THE ALLEGED ENTERPRISE;

4. DEFENDANTS PARTICIPATED, EITHER DIRECTLY OR INDIRECTLY, IN THE CONDUCT OF THE AFFAIRS OF THE ENTERPRISE; AND

5. DEFENDANTS PARTICIPATED THROUGH A PATTERN OF RACKETEERING ACTIVITY.

NOW I WILL PROVIDE YOU WITH SOME ADDITIONAL INSTRUCTIONS TO APPLY AS YOU CONSIDER THE FACTS THAT THE PLAINTIFFS MUST PROVE.

ELEMENT 1

FOR THE FIRST ELEMENT, AN "ENTERPRISE" DOES NOT HAVE TO BE A LEGAL ENTITY. IT CAN BE AN ASSOCIATION OF PERSONS OR ENTITIES, WHICH THE LAW REFERS TO AS AN "ASSOCIATION-IN-FACT" ENTERPRISE. PLAINTIFFS HAVE ALLEGED THREE SUCH ENTERPRISES IN THIS CASE:

- RICO ENTERPRISE I: AN ONGOING BUSINESS RELATIONSHIP BETWEEN DEWAN, BURNETT, SIGNAL, AND THE UNITED STATES CONSULAR OFFICERS IN INDIA
- RICO ENTERPRISE II: AN ONGOING BUSINESS RELATIONSHIP BETWEEN DEWAN, MICHAEL POL, BURNETT, AND SIGNAL
- RICO ENTERPRISE III: AN ONGOING BUSINESS RELATIONSHIP BETWEEN DEWAN, MICHAEL POL, BURNETT, SIGNAL, SWETMAN SECURITY, AND M&M BANK

THE ASSOCIATION BETWEEN THE ENTERPRISE'S MEMBERS MIGHT BE LOOSE OR INFORMAL. BUT THE ENTERPRISE MUST HAVE AT LEAST A PURPOSE, RELATIONSHIPS AMONG THOSE ASSOCIATED WITH THE

ENTERPRISE, AND A DURATION SUFFICIENT TO PERMIT THOSE ASSOCIATES TO PURSUE THE ENTERPRISE'S PURPOSE.

NOT ALL MEMBERS OF AN ENTERPRISE HAVE TO VIOLATE RICO TO BE PART OF AN ENTERPRISE. INNOCENT PARTIES CAN BE ENTERPRISE MEMBERS.

ELEMENT 2

FOR THE SECOND ELEMENT, PLAINTIFFS MUST PROVE THAT ONE OR MORE OF THE ENTERPRISES ENGAGED IN OR HAD AN EFFECT ON INTERSTATE OR FOREIGN COMMERCE. "ENGAGE IN OR HAVE AN EFFECT ON INTERSTATE OR FOREIGN COMMERCE" MEANS THAT THE ENTERPRISE EITHER ENGAGED IN, OR HAD AN EFFECT ON COMMERCE BETWEEN TWO OR MORE STATES, OR ON COMMERCE BETWEEN A STATE AND A FOREIGN COUNTRY.

ELEMENT 3

FOR THE THIRD ELEMENT, PLAINTIFFS MUST PROVE THAT DEFENDANTS WERE EMPLOYED OR ASSOCIATED WITH ONE OR MORE OF THE ALLEGED ENTERPRISES. THE REQUIREMENT THAT DEFENDANTS BE EMPLOYED BY OR ASSOCIATED WITH ONE OR MORE OF THE ENTERPRISES MEANS THAT THEY MUST HAVE SOME MINIMAL ASSOCIATION WITH ONE OR MORE OF THE ALLEGED ENTERPRISES. DEFENDANTS MUST KNOW SOMETHING ABOUT THE ACTIVITIES OF ONE OR MORE OF THE ALLEGED ENTERPRISES AS THEY RELATE TO THE RACKETEERING ACTIVITIES.

ELEMENT 4

FOR THE FOURTH ELEMENT, PLAINTIFF MUST PROVE THAT DEFENDANTS PARTICIPATED, DIRECTLY OR INDIRECTLY, IN THE CONDUCT OF THE AFFAIRS OF ONE OR MORE THE ALLEGED ENTERPRISES. TO PROVE THIS,

PLAINTIFFS MUST SHOW THAT DEFENDANTS ACTIVELY CONDUCTED OR PARTICIPATED IN CONDUCTING THE AFFAIRS OF THE ALLEGED ENTERPRISE THROUGH A PATTERN OF RACKETEERING ACTIVITY. DEFENDANTS DO NOT NEED TO PARTICIPATE IN, OR BE AWARE OF, THE ACTIVITIES OF ALL OF THE ENTERPRISES.

ELEMENT 5

FOR THE FIFTH ELEMENT, PLAINTIFFS MUST PROVE THAT DEFENDANTS PARTICIPATED IN THE CONDUCT OF THE AFFAIRS OF ONE OR MORE OF THE ENTERPRISES THROUGH A "PATTERN OF RACKETEERING ACTIVITY.

I WILL FIRST INSTRUCT YOU ON WHAT CONSTITUTES "RACKETEERING ACTIVITY." I WILL THEN INSTRUCT YOU ON WHAT CONSTITUTES A "*PATTERN*" OF RACKETEERING ACTIVITY.

i. "RACKETEERING ACTIVITY"

"RACKETEERING ACTIVITY"—ALSO KNOWN AS A "PREDICATE ACT"—IS AN ACT THAT VIOLATES THE LAWS AGAINST FORCED LABOR, TRAFFICKING FOR FORCED LABOR, MAIL FRAUD, WIRE FRAUD, OR IMMIGRATION DOCUMENT FRAUD. I HAVE ALREADY INSTRUCTED YOU ON THE ELEMENTS OF FORCED LABOR AND TRAFFICKING FOR FORCED LABOR. I WILL NOW INSTRUCT YOU ON THE ELEMENTS OF THE REMAINING PREDICATE ACTS—MAIL FRAUD, WIRE FRAUD, AND IMMIGRATION DOCUMENT FRAUD.

IN ORDER TO ESTABLISH THE PREDICATE ACT OF MAIL FRAUD, PLAINTIFFS MUST PROVE THE FOLLOWING BY A PREPONDERANCE OF THE EVIDENCE:

1. DEFENDANTS KNOWINGLY DEvised OR INTENDED TO DEVISE A SCHEME TO DEFRAUD THE PLAINTIFFS;
2. THE SCHEME TO DEFRAUD EMPLOYED FALSE MATERIAL PROMISES;
3. DEFENDANTS MAILED SOMETHING, OR CAUSED SOMETHING TO BE SENT OR DELIVERED THROUGH THE UNITED STATES POSTAL SERVICE OR A PRIVATE OR COMMERCIAL INTERSTATE CARRIER FOR THE PURPOSE OF EXECUTING SUCH SCHEME OR ATTEMPTING SO TO DO; AND
4. DEFENDANTS ACTED WITH A SPECIFIC INTENT TO DEFRAUD.

A "SCHEME TO DEFRAUD" MEANS ANY PLAN, PATTERN, OR COURSE OF ACTION INTENDED TO DEPRIVE ANOTHER OF MONEY OR PROPERTY.

A "SPECIFIC INTENT TO DEFRAUD" MEANS A CONSCIOUS, KNOWING INTENT TO DECEIVE OR CHEAT SOMEONE.

A PROMISE IS "FALSE" IF IT IS KNOWN TO BE UNTRUE OR IS MADE WITH RECKLESS INDIFFERENCE AS TO ITS TRUTH OR FALSITY. A PROMISE WOULD ALSO BE "FALSE" IF IT CONSTITUTES A HALF TRUTH, OR EFFECTIVELY OMITTS OR CONCEALS A MATERIAL FACT, PROVIDED IT IS MADE WITH THE INTENT TO DEFRAUD.

A PROMISE IS "MATERIAL" IF IT HAS A NATURAL TENDENCY TO INFLUENCE, OR IS CAPABLE OF INFLUENCING, THE DECISION OF THE PERSON OR ENTITY TO WHICH IT IS ADDRESSED.

IT IS NOT NECESSARY THAT PLAINTIFFS PROVE EVERY DETAIL OF THE NATURE AND PURPOSE OF THE SCHEME. WHAT MUST BE PROVED IS THAT

DEFENDANTS KNOWINGLY DEvised OR INTENDED TO DEVISE A SCHEME TO DEFRAUD BY MEANS OF FALSE PROMISES.

IT IS ALSO NOT NECESSARY THAT THE PLAINTIFFS PROVE THAT THE MAILED MATERIAL OR SENT MATERIAL BY PRIVATE OR COMMERCIAL INTERSTATE CARRIER WAS ITSELF FALSE OR FRAUDULENT, OR THAT THE USE OF THE MAIL OR A PRIVATE OR COMMERCIAL INTERSTATE CARRIER WAS INTENDED AS THE SPECIFIC OR EXCLUSIVE MEANS OF ACCOMPLISHING THE ALLEGED FRAUD.

PLAINTIFFS MUST PROVE THAT THE USE OF THE MAILS OR PRIVATE OR COMMERCIAL INTERSTATE CARRIER WAS CLOSELY RELATED TO THE SCHEME BECAUSE DEFENDANTS EITHER MAILED SOMETHING OR CAUSED IT TO BE MAILED OR EITHER SENT OR DELIVERED SOMETHING OR CAUSED IT TO BE SENT OR DELIVERED BY A PRIVATE OR COMMERCIAL INTERSTATE CARRIER IN AN ATTEMPT TO EXECUTE OR CARRY OUT THE SCHEME.

THE ALLEGED SCHEME NEED NOT ACTUALLY SUCCEED IN DEFRAUDING ANYONE.

ALSO, A PLAINTIFF DOES NOT HAVE TO SHOW HE RELIED UPON THE FRAUD. IN OTHER WORDS, A PLAINTIFF MAY BE INJURED BY FRAUD DIRECTED AT ANOTHER PERSON.

TO "CAUSE" THE MAILS OR PRIVATE OR COMMERCIAL INTERSTATE CARRIER TO BE USED IS TO DO AN ACT WITH KNOWLEDGE THAT THE USE OF THE MAILS OR PRIVATE OR COMMERCIAL INTERSTATE CARRIER WILL FOLLOW IN THE ORDINARY COURSE OF BUSINESS OR WHERE SUCH USE CAN REASONABLY BE FORESEEN EVEN THOUGH THE DEFENDANT DID NOT INTEND

OR REQUEST THE MAILS OR PRIVATE OR COMMERCIAL INTERSTATE CARRIER TO BE USED.

EACH SEPARATE USE OF THE MAILS, OR A PRIVATE OR COMMERCIAL INTERSTATE CARRIER, IN FURTHERANCE OF A SCHEME TO DEFRAUD BY MEANS OF FALSE PROMISES CONSTITUTES A SEPARATE PREDICATE ACT.

I HAVE JUST DESCRIBED THE ELEMENTS OF MAIL FRAUD. THE ELEMENTS OF THE PREDICATE ACT OF *WIRE FRAUD* ARE IDENTICAL EXCEPT FOR ONE KEY DIFFERENCE: WHEREAS MAIL FRAUD INVOLVES USE OF THE MAILS, WIRE FRAUD REQUIRES THAT DEFENDANTS TRANSMITTED, OR CAUSE TO BE TRANSMITTED BY WAY OF WIRE, SUCH AS INTERNET, E-MAIL, TELEPHONE CALLS, FAXES, OR OTHER SIMILAR COMMUNICATIONS, IN INTERSTATE OR FOREIGN COMMERCE, ANY WRITING, SIGN, SIGNAL, PICTURE, OR SOUND FOR THE PURPOSE OF EXECUTING A "SCHEME" AS I HAVE DEFINED FOR YOU, ABOVE.

IN ORDER TO ESTABLISH THE PREDICATE ACT OF IMMIGRATION DOCUMENT FRAUD, PLAINTIFFS MUST PROVE THE FOLLOWING BY A PREPONDERANCE OF THE EVIDENCE:

1. DEFENDANTS MADE A FALSE STATEMENT;
2. THE FALSE STATEMENT WAS MADE KNOWINGLY;
3. THE FALSE STATEMENT WAS MADE UNDER OATH; AND
4. THE FALSE STATEMENT WAS MADE IN A DOCUMENT REQUIRED BY THE IMMIGRATION LAWS.

ii. "PATTERN OF RACKETEERING ACTIVITY"

I HAVE JUST DESCRIBED WHAT CONSTITUTES RACKETEERING ACTIVITY. IN ORDER TO ESTABLISH THE FIFTH ELEMENT OF THEIR RICO GENERAL CLAIM, HOWEVER, PLAINTIFF MUST PROVE A "*PATTERN* OF RACKETEERING ACTIVITY." A PATTERN OF RACKETEERING ACTIVITY MEANS THAT DEFENDANTS COMMITTED AT LEAST TWO DISTINCT PREDICATE ACTS. DISTINCT DOES NOT HAVE TO MEAN DIFFERENT TYPES. BUT BY ITSELF, PROOF OF TWO OR MORE PREDICATE ACTS DOESN'T ESTABLISH A PATTERN UNDER RICO.

TO PROVE A PATTERN OF PREDICATE ACTS, PLAINTIFFS MUST SHOW THAT THE ACTS WERE RELATED TO ONE ANOTHER AND TO THE ENTERPRISE. TWO OR MORE ACTS OF RACKETEERING ACTIVITY THAT AREN'T RELATED DON'T ESTABLISH A PATTERN OF RACKETEERING ACTIVITY UNDER RICO. PREDICATE ACTS ARE RELATED TO ONE ANOTHER IF THEY HAVE THE SAME OR SIMILAR PURPOSES, RESULTS, PARTICIPANTS, VICTIMS, OR METHODS. PREDICATE ACTS ARE ALSO RELATED IF THEY HAVE COMMON DISTINGUISHING CHARACTERISTICS AND AREN'T ISOLATED EVENTS.

TO BE RELATED, THE PREDICATE ACTS DON'T HAVE TO BE THE SAME KIND OF ACTS. FOR EXAMPLE, THE ACTS MAY COMPRISE ONE ACT OF WIRE FRAUD AND ONE ACT OF MAIL FRAUD.

TO MAKE UP A PATTERN OF RACKETEERING ACTIVITY, PREDICATE ACTS MUST DEMONSTRATE CONTINUITY. CONTINUITY CAN BE DEMONSTRATED IN TWO BASIC WAYS. THE FIRST IS TO DEMONSTRATE RELATED PREDICATE ACTS EXTENDING OVER A SUBSTANTIAL PERIOD OF TIME. THE SECOND IS TO SHOW

CONDUCT THAT DOESN'T OCCUR OVER A SUBSTANTIAL PERIOD OF TIME BUT, BY ITS NATURE, IS LIKELY TO BE REPEATED INTO THE FUTURE.

AGAIN, "RACKETEERING ACTIVITY" MEANS AN ACT THAT VIOLATES THE STATUTES AT ISSUE. BUT YOU CAN'T CONSIDER JUST ANY RACKETEERING ACT OF DEFENDANTS ALLEGEDLY COMMITTED IN VIOLATION OF ONE OF THESE STATUTES AS BEARING ON WHETHER DEFENDANTS COMMITTED TWO OR MORE PREDICATE ACTS AS A PATTERN OF RACKETEERING ACTIVITY. TO DETERMINE IF THERE IS A PATTERN OF RACKETEERING ACTIVITY, YOU MUST CONSIDER ONLY THOSE SPECIFIC RACKETEERING ACTS PLAINTIFFS ALLEGE AGAINST DEFENDANTS. AND YOU CAN'T FIND THAT DEFENDANTS ENGAGED IN A PATTERN OF RACKETEERING ACTIVITY UNLESS YOU UNANIMOUSLY AGREE ON WHICH OF THE ALLEGED PREDICATE ACTS, IF ANY, MAKE UP THE PATTERN.

FINALLY, YOU CANNOT FIND A DEFENDANT LIABLE JUST FOR ASSOCIATING WITH OR BEING EMPLOYED BY AN OTHERWISE LAWFUL ENTERPRISE IF OTHERS CONDUCT THE ENTERPRISE'S AFFAIRS THROUGH A PATTERN OF RACKETEERING ACTIVITY IN WHICH THE DEFENDANT ISN'T PERSONALLY ENGAGED.

II. RICO CONSPIRACY CLAIM

IN ADDITION TO THE RICO GENERAL CLAIM I JUST DESCRIBED, PLAINTIFFS ALSO ASSERT CLAIMS AGAINST SIGNAL, BURNETT, AND DEWAN FOR CONSPIRING TO VIOLATE RICO, WHAT I MENTIONED EARLIER AS THE RICO CONSPIRACY CLAIM.

I HAVE ALREADY GIVEN YOU INSTRUCTIONS ON THE ELEMENTS OF A VIOLATION OF THE GENERAL RICO STATUTE. NOW YOU MUST DECIDE IF PLAINTIFFS HAVE PROVED BY A PREPONDERANCE OF THE EVIDENCE WHETHER TWO OR MORE OF THE DEFENDANTS ENGAGED IN A CONSPIRACY TO VIOLATE THE GENERAL RICO STATUTE.

GENERALLY, A RICO “CONSPIRACY” IS AN AGREEMENT BY TWO OR MORE PEOPLE TO COMMIT AN UNLAWFUL ACT. PUT ANOTHER WAY, IT'S A KIND OF PARTNERSHIP FOR ILLEGAL PURPOSES. EVERY MEMBER OF THE CONSPIRACY BECOMES THE AGENT OR PARTNER OF EVERY OTHER MEMBER. PLAINTIFFS DON'T HAVE TO PROVE THAT ALL THE PEOPLE NAMED IN THE COMPLAINT WERE MEMBERS OF THE CONSPIRACY—OR THAT THOSE WHO WERE MEMBERS MADE ANY KIND OF FORMAL AGREEMENT. THE HEART OF THE CONSPIRACY IS THE MAKING OF THE UNLAWFUL PLAN ITSELF. AND PLAINTIFFS DON'T HAVE TO PROVE THAT THE CONSPIRATORS WERE SUCCESSFUL IN CARRYING OUT THE PLAN.

IN ORDER TO PREVAIL ON THEIR RICO CONSPIRACY CLAIM, PLAINTIFFS MUST ESTABLISH THE FOLLOWING BY A PREPONDERANCE OF THE EVIDENCE:

1. TWO OR MORE PERSONS OR ENTITIES AGREED TO TRY TO ACCOMPLISH AN UNLAWFUL PLAN TO ENGAGE IN A PATTERN OF RACKETEERING ACTIVITY; AND
2. A DEFENDANT AGREED TO THE OVERALL OBJECTIVE OF THE CONSPIRACY OR AGREED WITH AT LEAST ONE OTHER DEFENDANT TO COMMIT TWO PREDICATE ACTS AS PART OF THE CONSPIRACY.

PLAINTIFFS MAY SHOW AN “AGREEMENT TO THE OVERALL OBJECTIVE OF THE CONSPIRACY” BY CIRCUMSTANTIAL EVIDENCE THAT A DEFENDANT MUST HAVE KNOWN THAT OTHERS WERE ALSO CONSPIRING TO PARTICIPATE IN THE SAME ENTERPRISE THROUGH A PATTERN OF RACKETEERING ACTIVITY. IF PLAINTIFFS PROVE AGREEMENT ON AN OVERALL OBJECTIVE, THEN IT ISN'T NECESSARY THAT A DEFENDANT AGREE TO PERSONALLY COMMIT TWO PREDICATE ACTS.

A DEFENDANT CAN ALSO ENGAGE IN A RICO CONSPIRACY EVEN IF THAT DEFENDANT DIDN'T AGREE TO THE CONSPIRACY'S OVERALL OBJECTIVE. IT'S ENOUGH THAT A DEFENDANT ENGAGED IN A PART OF THE CONSPIRACY WITH AT LEAST ONE OTHER DEFENDANT BY COMMITTING AT LEAST TWO PREDICATE ACTS—ALONE OR WITH SOMEONE ELSE.

WHILE THE ESSENCE OF A RICO CONSPIRACY IS AN AGREEMENT TO FURTHER AN ENDEAVOR THAT, IF COMPLETED, WOULD SATISFY ALL THE ELEMENTS OF A SUBSTANTIVE RICO VIOLATION, PLAINTIFFS DON'T HAVE TO OFFER DIRECT EVIDENCE OF AN AGREEMENT. THE CONSPIRACY'S EXISTENCE CAN BE INFERRED FROM THE PARTICIPANTS' CONDUCT. BUT A DEFENDANT MUST OBJECTIVELY MANIFEST, THROUGH WORDS OR ACTIONS, AN AGREEMENT TO PARTICIPATE IN THE ENTERPRISE'S AFFAIRS.

PLAINTIFFS DON'T HAVE TO SHOW THAT THE ALLEGED MEMBERS OF THE CONSPIRACY ENTERED INTO ANY EXPRESS OR FORMAL AGREEMENT, OR THAT THEY DIRECTLY STATED THE DETAILS OF THE SCHEME, ITS OBJECT, OR PURPOSE, OR THE PRECISE MEANS BY WHICH THE OBJECT OR PURPOSE WAS TO BE ACCOMPLISHED. PLAINTIFFS ALSO DON'T HAVE TO ESTABLISH THAT

ALL THE MEANS OR METHODS ALLEGED TO CARRY OUT THE ALLEGED CONSPIRACY WERE, IN FACT, AGREED ON, OR THAT ALL THE MEANS OR METHODS THAT WERE AGREED ON WERE ACTUALLY USED OR PUT INTO OPERATION. PLAINTIFFS DON'T HAVE TO PROVE THAT ALL PERSONS OR ENTITIES ALLEGED TO BE CONSPIRACY MEMBERS WERE ACTUALLY MEMBERS OR THAT ALLEGED CONSPIRATORS SUCCEEDED IN ACCOMPLISHING THEIR UNLAWFUL OBJECTIVES.

IT ISN'T ENOUGH IF THE EVIDENCE SHOWS ONLY THAT THE ALLEGED CONSPIRATORS AGREED TO COMMIT THE ACTS OF RACKETEERING PLAINTIFFS ALLEGE, WITHOUT MORE, OR THAT THEY AGREED TO PARTICIPATE IN THE AFFAIRS OF THE SAME ALLEGED ENTERPRISE. IT DOESN'T MATTER THAT THE ALLEGED CONSPIRATORS PARTICIPATED IN THE CONDUCT OF THE AFFAIRS OF THE ALLEGED ENTERPRISE THROUGH DIFFERENT OR DISSIMILAR ACTS OF RACKETEERING ACTIVITY SO LONG AS THE ALLEGED RACKETEERING ACTS WOULD—IF ACTUALLY COMMITTED—CREATE A “PATTERN OF RACKETEERING ACTIVITY” AS I'VE DEFINED IT.

A DEFENDANT CAN BECOME A MEMBER OF A CONSPIRACY WITHOUT KNOWING ALL THE UNLAWFUL SCHEME'S DETAILS OR WITHOUT KNOWING THE NAMES AND IDENTITIES OF ALL THE OTHER ALLEGED CONSPIRATORS. IF PLAINTIFFS PROVE BY A PREPONDERANCE OF THE EVIDENCE THAT A PARTICULAR DEFENDANT HAS KNOWINGLY JOINED THE ALLEGED CONSPIRACY, IT DOESN'T MATTER THAT THE DEFENDANT MAY NOT HAVE PARTICIPATED IN THE ALLEGED CONSPIRACY OR SCHEME'S EARLIER STAGES. MERE PRESENCE AT THE SCENE OF SOME TRANSACTION OR EVENT, OR MERE

SIMILARITY OF CONDUCT AMONG VARIOUS PERSONS AND THE FACT THAT THEY MAY HAVE ASSOCIATED WITH EACH OTHER, AND MAY HAVE ASSEMBLED TOGETHER AND DISCUSSED COMMON AIMS AND INTERESTS, DOESN'T NECESSARILY PROVE THE EXISTENCE OF A CONSPIRACY. A PERSON WHO DOESN'T HAVE KNOWLEDGE OF A CONSPIRACY, BUT WHO HAPPENS TO ACT IN A WAY THAT ADVANCES SOME OBJECT OR PURPOSE OF CONSPIRACY, DOESN'T BECOME A CONSPIRATOR.

PLAINTIFFS DON'T HAVE TO PROVE THAT A DEFENDANT ACTUALLY COMMITTED ANY OF THE ACTS THAT THE DEFENDANT MAY HAVE AGREED TO COMMIT TO ESTABLISH HIS MEMBERSHIP IN THE CONSPIRACY.

TO DETERMINE WHETHER THERE WAS A CONSPIRACY, YOU MUST CONSIDER ALL THE EVIDENCE IN THE CASE. IF YOU FIND THAT THERE WAS A CONSPIRACY, THEN YOU CAN ATTRIBUTE THE STATEMENTS OR ACTS OF THE CO-CONSPIRATORS TO THE DEFENDANT. IF YOU FIND THAT THERE WAS NOT A CONSPIRACY, THEN YOU CAN'T ATTRIBUTE THE STATEMENTS OR ACTS OF ANY OF THE DEFENDANTS TO ONE ANOTHER.

IF YOU FIND THE CONSPIRACY DID NOT EXIST, THEN YOU MUST FIND FOR THE DEFENDANTS ON THE RICO CONSPIRACY CLAIM. BUT IF YOU ARE SATISFIED THAT THE CONSPIRACY EXISTED, YOU MUST DETERMINE WHO THE MEMBERS OF THE CONSPIRACY WERE.

IF YOU FIND THAT A PARTICULAR DEFENDANT IS A MEMBER OF ANOTHER CONSPIRACY, BUT NOT THE ONE PLAINTIFFS HAVE ALLEGED, THEN YOU CAN'T FIND THAT DEFENDANT LIABLE IN THIS CASE. PUT ANOTHER WAY, YOU CAN'T FIND THAT A DEFENDANT VIOLATED THE RICO CONSPIRACY

STATUTE UNLESS YOU FIND THAT DEFENDANT WAS A MEMBER OF THE CONSPIRACY CHARGED—NOT SOME OTHER SEPARATE CONSPIRACY.

B. DAMAGES

IF YOU FIND THE PLAINTIFFS HAVE ESTABLISHED THEIR RICO GENERAL CLAIM AND/OR THEIR RICO CONSPIRACY CLAIM, YOU MAY AWARD COMPENSATORY DAMAGES.

WITH RESPECT TO THE RICO GENERAL CLAIM, THE DAMAGES THAT PLAINTIFFS MAY RECOVER ARE THOSE CAUSED BY THE PREDICATE ACTS CONSTITUTING THE PATTERN OF RACKETEERING ACTIVITY IF THEY INJURE PLAINTIFFS IN THEIR BUSINESS OR PROPERTY. IT ISN'T NECESSARY THAT EVERY PREDICATE ACT CAUSED DAMAGE TO PLAINTIFFS. BUT PLAINTIFFS CAN ONLY RECOVER DAMAGES CAUSED BY PREDICATE ACTS THAT ARE PART OF THE PATTERN OF RACKETEERING ACTIVITY.

WITH RESPECT TO THE RICO CONSPIRACY CLAIM, A DEFENDANT IS RESPONSIBLE FOR ALL DAMAGES CAUSED BY PREDICATE ACTS COMMITTED BY MEMBERS OF THE CONSPIRACY THAT CAUSED INJURY TO PLAINTIFFS. IT ISN'T NECESSARY THAT EVERY PREDICATE ACT CAUSED DAMAGE TO PLAINTIFFS, BUT THEY CAN ONLY RECOVER FOR DAMAGES CAUSED BY A PREDICATE ACT COMMITTED BY A CONSPIRACY MEMBER.

YOU MAY AWARD ONLY THE FOLLOWING ITEMS OF COMPENSATORY DAMAGES:

1. COMPENSATION FOR ALL MONEYS PAID DURING THE RECRUITMENT PROCESS AND IN ORDER TO COME TO THE UNITED STATES TO WORK FOR SIGNAL, INCLUDING, BUT NOT

LIMITED TO: RECRUITMENT FEES; TRAVEL EXPENSES; LEGAL FEES; MEDICAL TESTING; SKILLS TESTING AND ADMINISTRATIVE FEES; LOSSES ON ANY PERSONAL OR REAL PROPERTY SOLD OR PAWNED FOR THE PURPOSES OF MAKING PAYMENTS IN CONNECTION WITH THE RECRUITMENT DESCRIBED HEREIN; AND FEES AND INTEREST PAID ON ANY LOANS INCURRED AS A RESULT OF THE RECRUITMENT PROCESS AND UP TO THE POINT AT WHICH EACH PLAINTIFF'S EMPLOYMENT AT SIGNAL WAS TERMINATED; AND

2. COMPENSATION OF DEDUCTIONS TAKEN FROM PLAINTIFFS' PAYCHECKS BY SIGNAL FOR ROOM AND BOARD

YOU MAY NOT AWARD COMPENSATION FOR ANY OTHER LOSSES, SUCH AS PERSONAL INJURY OR EMOTIONAL HARM.

**PRELIMINARY INSTRUCTION FOR CLAIMS FIVE, SIX, AND SEVEN—
AGENCY**

WITH RESPECT TO CLAIMS FIVE, SIX, AND SEVEN, IN DETERMINING THE LIABILITY OF THE DEFENDANTS, YOU MAY CONSIDER THAT A DEFENDANT CAN BE HELD LIABLE FOR THE ACTS OF ITS AGENTS, INCLUDING AGENTS WHO ARE NOT PARTIES TO THIS SUIT.

AN “AGENT” IS A PERSON WHO IS AUTHORIZED TO ACT ON BEHALF OF ANOTHER PERSON OR BUSINESS. THE OTHER PERSON OR BUSINESS IS CALLED A “PRINCIPAL.”

A COMPANY IS LEGALLY RESPONSIBLE FOR DAMAGES CAUSED BY THE WRONGFUL CONDUCT OF ITS AGENTS WHILE THOSE AGENTS ARE ACTING WITHIN THE SCOPE OF THEIR AUTHORITY.

IF THE AGENT WAS ACTING WITHIN THE SCOPE OF HIS AUTHORITY WHEN HE HARMED OR INJURED PLAINTIFF(S), THEN THE PRINCIPAL AND THE AGENT ARE BOTH LEGALLY RESPONSIBLE TO ANY OF THE PLAINTIFF(S) WHO YOU BELIEVE WERE INJURED BY THE CONDUCT.

HOWEVER, AN AGENT FOR A DISCLOSED PRINCIPAL IS NOT LIABLE FOR THE TORTS OF THE PRINCIPAL OR THE PRINCIPAL’S BREACH OF CONTRACT. TO BE LIABLE, THE AGENT MUST COMMIT ‘INDIVIDUAL WRONGDOING.’ IN OTHER WORDS, THE AGENT INCURS NO PERSONAL LIABILITY ABSENT FRAUD OR EQUIVALENT MISCONDUCT.

ESTABLISHING THE AGENCY RELATIONSHIP

YOUR FIRST STEP IS TO DETERMINE WHETHER AN AGENCY RELATIONSHIP EXISTS. THERE ARE TWO WAYS THAT AN AGENCY

RELATIONSHIP CAN BE FORMED: ACTUAL AUTHORITY (WHICH INCLUDES BOTH EXPRESS AND IMPLIED AUTHORITY), AND APPARENT AUTHORITY. I WILL DESCRIBE EACH OF THOSE TO YOU NOW.

(1) ACTUAL AUTHORITY: AN AGENT ACTS WITH ACTUAL AUTHORITY WHEN THE AGENT REASONABLY BELIEVES, BASED ON THE WRITTEN OR SPOKEN WORDS OF THE PRINCIPAL OR THE PRINCIPAL'S CONDUCT, THAT THE PRINCIPAL WISHES THE AGENT TO SO ACT. ACTUAL AUTHORITY CAN BE EXPRESS OR IMPLIED.

A. EXPRESS AUTHORITY: AN AGENT'S EXPRESS AUTHORITY IS WHAT THE PRINCIPAL TELLS THE AGENT OR SHOWS THE AGENT ABOUT WHAT HIS WORK IS AND/OR HOW TO DO HIS WORK.

B. IMPLIED AUTHORITY: "IMPLIED AUTHORITY" IS ACTUAL AUTHORITY EITHER (1) TO DO WHAT IS NECESSARY, USUAL, AND PROPER TO ACCOMPLISH OR PERFORM AN AGENT'S EXPRESS RESPONSIBILITIES OR (2) TO ACT IN A MANNER IN WHICH AN AGENT REASONABLY BELIEVES THE PRINCIPAL WISHES THE AGENT TO ACT.

THE PRESENCE OF ACTUAL AUTHORITY REQUIRES THAT AN AGENT'S BELIEF BE REASONABLE AT THE TIME THE AGENT ACTS. IT IS ALSO NECESSARY THAT THE AGENT IN FACT BELIEVES THAT THE PRINCIPAL DESIRES THE ACTION TAKEN BY THE AGENT.

THE DETERMINATION OF REASONABLENESS IS A QUESTION FOR YOU. THE AGENT'S INTERPRETATION OF THE PRINCIPAL'S DESCRIPTION OF

AUTHORITY IS REASONABLE IF IT REFLECTS ANY MEANING KNOWN BY THE AGENT TO HAVE BEEN INCLUDED IN THAT DESCRIPTION BY THE PRINCIPAL. THE QUESTION IS WHETHER A REASONABLE PERSON IN THE AGENT'S POSITION WOULD INTERPRET THE DESCRIPTION AS AN EXPRESSION OF THE ACTUAL AUTHORITY THE PRINCIPAL INTENDED TO CONVEY IN LIGHT OF THE OVERALL CONTEXT, INCLUDING THE CIRCUMSTANCES OF WHICH THE AGENT HAS NOTICE AND THE AGENT'S FIDUCIARY DUTY TO THE PRINCIPAL. AN AGENT'S UNDERSTANDING OF HIS ACTUAL AUTHORITY IS ONLY REASONABLE IF IT ACCORDS WITH THE PRINCIPAL'S EXPRESSIONS AND COMMUNICATIONS WITH THE AGENT AND THE INFERENCES A REASONABLE PERSON IN THE AGENT'S POSITION WOULD DRAW FROM THOSE EXPRESSIONS AND COMMUNICATIONS WHICH CREATED THE AGENCY.

(2) APPARENT AUTHORITY: APPARENT AUTHORITY EXISTS WHEN A THIRD PARTY REASONABLY BELIEVES THAT AN AGENT OR OTHER ACTOR HAS AUTHORITY TO ACT ON BEHALF OF THE PRINCIPAL. THE THIRD PARTY'S BELIEF MUST BE REASONABLE AND BASED ON THE PRINCIPAL'S WRITTEN OR SPOKEN WORDS OR OTHER CONDUCT THAT INDICATES THE PRINCIPAL HAS CONFERRED AUTHORITY ON THE AGENT OR OTHER ACTOR.

IF A PERSON REASONABLY BELIEVES THAT AN AGENT HAS AUTHORITY TO ACT ON BEHALF OF HIS PRINCIPAL AND SUFFERS DAMAGES AS A RESULT OF THE AGENT'S CONDUCT WHILE THE AGENT IS WORKING FOR THE PRINCIPAL, THEN THE PRINCIPAL WILL BE LEGALLY RESPONSIBLE FOR THE PERSON'S HARM OR INJURY.

THOUGH A PRINCIPAL IS BOUND BY THE ACTIONS OF ITS AGENT WITHIN THE SCOPE OF THAT AGENT'S ACTUAL OR APPARENT AUTHORITY, TO RECOVER UNDER THE THEORY OF APPARENT AUTHORITY, A PLAINTIFF MUST SATISFY A THREE-PRONG TEST. SPECIFICALLY, PLAINTIFFS MUST SHOW BY A PREPONDERANCE OF THE EVIDENCE: (1) ACTS OR CONDUCT ON THE PART OF THE PRINCIPAL INDICATING THE AGENT'S AUTHORITY, (2) REASONABLE RELIANCE ON THOSE ACTS, AND (3) A DETRIMENTAL CHANGE IN POSITION AS A RESULT OF SUCH RELIANCE. THE DETERMINATION OF APPARENT AUTHORITY IS A FACTUAL ISSUE FOR YOU TO DECIDE.

FOR PLAINTIFFS TO ESTABLISH LIABILITY OF THE PRINCIPAL UNDER THE THEORY OF APPARENT AUTHORITY, PLAINTIFFS MUST SHOW (1) ACTS OR CONDUCT OF THE PRINCIPAL INDICATING THE AGENT'S AUTHORITY, (2) THAT PERSONS OF REASONABLE PRUDENCE, ORDINARILY FAMILIAR WITH BUSINESS PRACTICES, DEALING WITH THE AGENT MIGHT RIGHTFULLY BELIEVE THE AGENT TO HAVE THE POWER HE ASSUMES TO HAVE AND (3) A DETRIMENTAL CHANGE IN POSITION BY THE THIRD PERSON AS A RESULT OF THAT RELIANCE.

SCOPE OF AUTHORITY

IF YOU DETERMINE THAT EXPRESS, IMPLIED OR APPARENT AUTHORITY EXISTS, YOU MUST NEXT DETERMINE WHETHER THE AGENT ACTED WITHIN THE SCOPE OF HIS AUTHORITY.

AN AGENT'S CONDUCT IS WITHIN THE SCOPE OF HIS AUTHORITY IF HE IS CARRYING OUT THE WORK HE WAS HIRED TO DO OR IF HE IS DOING SOMETHING THAT IS NECESSARY OR USUALLY DONE IN ORDER TO CARRY OUT

THE WORK HE WAS HIRED TO DO. YOU SHOULD CONSIDER WHETHER THE AGENT'S CONDUCT WAS IN FACT DONE IN ORDER TO CARRY OUT THE PRINCIPAL'S WORK OR WHETHER SUCH CONDUCT IS EXPECTED TO CARRY OUT THE PRINCIPAL'S WORK.

A PRINCIPAL DOES NOT HAVE TO SPECIFICALLY AUTHORIZE AN AGENT'S CONDUCT FOR IT TO BE WITHIN THE SCOPE OF HIS EMPLOYMENT. AN AGENT'S CONDUCT WHICH IS CONNECTED OR NECESSARY TO CARRY OUT HIS EMPLOYMENT IS WITHIN THE SCOPE OF HIS EMPLOYMENT AS AN AGENT.

IF AN AGENT DOES SOMETHING THAT IS CONTRARY TO WHAT THE PRINCIPAL HAS TOLD HIM TO DO, THE PRINCIPAL MAY STILL BE LEGALLY RESPONSIBLE FOR THE AGENT'S CONDUCT IF THE CONDUCT WAS DONE WITHIN THE SCOPE OF THE AGENT'S EMPLOYMENT.

IF AN AGENT DOES SOMETHING THAT GOES BEYOND HIS SCOPE OF AUTHORITY, THE PRINCIPAL IS NOT LEGALLY RESPONSIBLE FOR THE AGENT'S CONDUCT.

HOWEVER, A PRINCIPAL MAY STILL BE LIABLE FOR ACTS OF THE AGENT THAT GO BEYOND THE SCOPE OF HIS AUTHORITY IF APPARENT AUTHORITY EXISTS. THAT IS, IF AN AGENT DOES SOMETHING THAT GOES BEYOND HIS SCOPE OF AUTHORITY BUT A THIRD PERSON REASONABLY BELIEVES THAT THE PRINCIPAL HAD AUTHORIZED THE AGENT TO DO SUCH AN ACT, AND THEN THAT PERSON RELIES ON THE AGENT'S CONDUCT IN A WAY THAT CAUSES HIM HARM, THEN THE PRINCIPAL IS LEGALLY RESPONSIBLE FOR THE AGENT'S CONDUCT.

FINALLY, A PRINCIPAL MAY BE LIABLE FOR ACTS OF ITS AGENT THAT WENT BEYOND THE SCOPE OF THE AGENT'S AUTHORITY IF THE PRINCIPAL RATIFIES THE ACT. RATIFICATION OCCURS WHEN A PRINCIPAL INDICATES ASSENT TO BE BOUND BY THE PRIOR UNAUTHORIZED ACT OF AN AGENT, SO THAT THE ACT IS GIVEN EFFECT AS IF THE AGENT HAD BEEN ACTING WITH ACTUAL AUTHORITY.

A PERSON INDICATES HIS ACCEPTANCE OF THE PRIOR ACT THROUGH HIS CONDUCT OR WORDS, OR BY HIS FAILURE TO OBJECT TO THE ACT WITHIN A REASONABLE TIME OF LEARNING OF THE ACT. A PERSON MAY ALSO RATIFY AN AGENT'S ACT BY ACCEPTING THE BENEFITS OF THE AGENT'S UNAUTHORIZED CONDUCT.

A PERSON IS NOT BOUND BY A RATIFICATION MADE WITHOUT KNOWLEDGE OF MATERIAL FACTS ABOUT THE AGENT'S ACT UNLESS THE PRINCIPAL CHOSE TO RATIFY WITH AWARENESS THAT SUCH KNOWLEDGE WAS LACKING.

A PERSON WHO HAS RATIFIED IS NOT BOUND BY THE RATIFICATION IF IT WAS MADE WITHOUT KNOWLEDGE OF MATERIAL FACTS ABOUT THE ACT OF THE AGENT OR OTHER ACTOR. THE BURDEN OF ESTABLISHING THAT A RATIFICATION WAS MADE WITH KNOWLEDGE IS ON THE PARTY ATTEMPTING TO ESTABLISH THAT RATIFICATION OCCURRED.

APPLICATION TO PLAINTIFFS' CLAIMS

IN PLAINTIFFS' CLAIMS FIVE, SIX, AND SEVEN (WHICH I WILL EXPLAIN TO YOU SHORTLY), PLAINTIFFS ASSERT THAT SIGNAL IS RESPONSIBLE FOR

THE ACTS OF ITS AGENTS. IN ORDER TO FIND FOR THE PLAINTIFFS, YOU MUST DETERMINE THE FOLLOWING:

1. THAT BURNETT AND/OR DEWAN WAS SIGNAL'S AGENT(S);
2. THAT THE AGENT HAD ACTUAL OR APPARENT AUTHORITY; AND
3. THAT THE AGENT ACTED WITHIN THE SCOPE OF HIS AUTHORITY OR THE PLAINTIFFS REASONABLY BELIEVED THE AGENT WAS AUTHORIZED AND RELIED ON THE AGENT'S CONDUCT IN A WAY THAT CAUSED THEM HARM. YOU MAY ALSO FIND FOR PLAINTIFFS, EVEN THOUGH THE AGENT WENT BEYOND THE SCOPE OF HIS AUTHORITY, IF SIGNAL RATIFIED THE ACT OF THE AGENT.

NOW THAT I HAVE EXPLAINED THE CONCEPT OF AGENCY, I WILL INSTRUCT YOU ON CLAIMS FIVE, SIX, AND SEVEN.

CLAIM FIVE: FRAUD

PLAINTIFFS ASSERT THAT SIGNAL, BURNETT, AND DEWAN COMMITTED FRAUD AGAINST THEM BY MAKING INTENTIONALLY FRAUDULENT STATEMENTS TO THEM AND/OR CONCEALING MATERIAL FACTS FROM THEM REGARDING THE FOLLOWING: LONG TERM EMPLOYMENT IN THE UNITED STATES WITH A U.S. EMPLOYER; PLAINTIFFS' ABILITY TO RECEIVE A GREEN CARD OR PERMANENT RESIDENCY WITHIN TWO YEARS; PLAINTIFFS' ABILITY TO RECEIVE A GREEN CARD OR PERMANENT RESIDENCY WHILE REMAINING IN THE U.S.; SIGNAL'S INTENT TO SPONSOR THE PLAINTIFFS FOR GREENCARDS; AND THE REASONABLENESS OF HOUSING AND LIVING CONDITIONS TO BE PROVIDED BY SIGNAL TO PLAINTIFFS. SIGNAL, BURNETT, AND DEWAN DENY THESE CLAIMS.

A. APPLICABLE LAW

I HAVE EARLIER INSTRUCTED YOU ON THE LAW OF AGENCY. IF YOU DECIDE THAT PLAINTIFFS WERE DEFRAUDED, THAT THE PERSONS WHO DEFRAUDED THEM WERE AGENTS OF SIGNAL, BURNETT AND/OR DEWAN, AND THAT THOSE AGENTS COMMITTED FRAUD WITHIN THE SCOPE OF THEIR AGENCY, THEN YOU MUST ALSO FIND SIGNAL, BURNETT AND/OR DEWAN LIABLE FOR THE FRAUD COMMITTED BY THEIR AGENTS.

IN ORDER TO PREVAIL ON THEIR FRAUD CLAIM, PLAINTIFFS MUST PROVE THE FOLLOWING BY A PREPONDERANCE OF THE EVIDENCE:

1. A PARTY TO A CONTRACT (OR WITH THE PARTY'S PARTICIPATION) OR THE PARTY'S AGENT COMMITTED ANY OF THE FOLLOWING ACTS:

- A. THE SUGGESTION, AS A FACT, OF SOMETHING THAT IS NOT TRUE, BY ONE WHO DOES NOT BELIEVE IT TO BE TRUE;
 - B. THE ACTIVE CONCEALMENT OF A FACT BY ONE HAVING KNOWLEDGE OR BELIEF OF THE FACT;
 - C. A PROMISE MADE WITHOUT ANY INTENTION OF PERFORMING IT;
 - D. ANY OTHER ACT DESIGNED TO DECEIVE; OR
 - E. ANY SUCH ACT OR OMISSION AS THE LAW SPECIFICALLY DECLARES TO BE FRAUDULENT.
2. THE ACTS WERE COMMITTED WITH INTENT TO DECEIVE ANOTHER PARTY OR INTENT TO CONVINC ANOTHER PARTY TO ENTER INTO THE CONTRACT;
3. PLAINTIFFS RELIED ON THE FRAUDULENT REPRESENTATIONS MADE BY THE PARTY OR BY THE PARTY'S AGENTS; AND
4. PLAINTIFFS WERE DECEIVED BY THE FRAUDULENT REPRESENTATIONS MADE BY THE PARTY OR BY THE PARTY'S AGENTS

IN CONSIDERING WHETHER AN ACT IS FRAUDULENT, YOU MAY NOTE THAT MERE SILENCE AS TO FACTS LIKELY TO AFFECT THE WILLINGNESS OF A PERSON TO ENTER INTO A CONTRACT IS NOT FRAUD, UNLESS THE CIRCUMSTANCES OF THE CASE ARE SUCH THAT IT IS THE DUTY OF THE

PERSON KEEPING SILENT TO SPEAK, OR UNLESS HIS SILENCE IS EQUIVALENT TO SPEECH.

MALVERN BURNETT, AS THE PLAINTIFFS' ATTORNEY, HAD A FIDUCIARY RELATIONSHIP WITH THEM. A PERSON HAS A DUTY TO SPEAK WITH CANDOR AND COMPLETENESS AND TO DISCLOSE ALL RELEVANT FACTS WHEN HE IS A FIDUCIARY IN RELATION TO ANOTHER PERSON. WHEN A PERSON IS A FIDUCIARY, FAILURE TO DISCLOSE ALL FACTS FULLY AND HONESTLY WILL CONSTITUTE FRAUD.

IF YOU FIND THAT THE SOLE FRAUD COMMITTED BY SIGNAL OR ITS AGENTS OR DEWAN OR HIS AGENTS WAS FRAUD AS A RESULT OF REMAINING SILENT, YOU SHOULD CONSIDER WHETHER THE PLAINTIFFS DEFRAUDED BY THE SILENCE OF SIGNAL OR ITS AGENTS, OR DEWAN OR ITS AGENTS, FAILED TO EXERCISE ORDINARY DILIGENCE TO DISCOVER THE TRUTH BEFORE ENTERING INTO AGREEMENTS WITH THE DEFENDANT OR ITS AGENTS. ORDINARY DILIGENCE IS DILIGENCE THAT A REASONABLE PERSON IN THE PLAINTIFFS' SITUATION WOULD EXERCISE UNDER THE CIRCUMSTANCES. IF A DEFENDANT COMMITTED FRAUD ONLY BY SILENCE, AND WAS NOT IN A FIDUCIARY RELATIONSHIP WITH THE PLAINTIFFS, THEN THE PLAINTIFFS' FAILURE TO EXERCISE ORDINARY DILIGENCE IS EVIDENCE THAT THE PLAINTIFFS WERE NOT DECEIVED BY THAT DEFENDANT.

B. DAMAGES

IF YOU FIND THAT PLAINTIFFS PROVED EACH OF THE REQUIREMENTS LISTED ABOVE, YOU MAY AWARD COMPENSATION FOR DAMAGES PROXIMATELY CAUSED BY A DEFENDANT OR ITS AGENT'S FRAUD. PLAINTIFFS

SEEK DAMAGES THEY INCURRED FROM THE TIME OF THEIR RECRUITMENT UNTIL THE END OF THEIR EMPLOYMENT AT SIGNAL. YOU MAY CONSIDER THE FOLLOWING ELEMENTS OF DAMAGE:

1. FEES AND EXPENSES PAID BY PLAINTIFFS RELATED TO RECRUITMENT, TRAVEL AND LOANS;
2. ANY DIFFERENCE BETWEEN WAGES PROMISED TO PLAINTIFFS AND WAGES THEY ACTUALLY RECEIVED; AND
3. FEES DEDUCTED FROM PLAINTIFFS' WAGES BY SIGNAL FOR ROOM AND BOARD AT THE MAN CAMP.

CLAIM SIX: NEGLIGENT MISREPRESENTATION

PLAINTIFFS CLAIM THAT SIGNAL, BURNETT AND DEWAN MADE MISREPRESENTATIONS TO THEM REGARDING THE FOLLOWING: LONG TERM EMPLOYMENT IN THE UNITED STATES WITH A U.S. EMPLOYER; PLAINTIFFS' ABILITY TO RECEIVE A GREEN CARD OR PERMANENT RESIDENCY WITHIN TWO YEARS; PLAINTIFFS' ABILITY TO RECEIVE A GREEN CARD OR PERMANENT RESIDENCY WHILE REMAINING IN THE U.S.; SIGNAL'S INTENT TO SPONSOR THE PLAINTIFFS FOR GREENCARDS; AND THE REASONABLENESS OF HOUSING AND LIVING CONDITIONS TO BE PROVIDED BY SIGNAL TO PLAINTIFFS. SIGNAL, BURNETT AND DEWAN DENY THESE CLAIMS.

A. APPLICABLE LAW

I HAVE EARLIER INSTRUCTED YOU ON THE LAW OF AGENCY. IF YOU DECIDE THAT MISREPRESENTATIONS WERE MADE TO THE PLAINTIFFS, THE PERSONS WHO MADE THE MISREPRESENTATIONS WERE AGENTS OF SIGNAL, BURNETT AND/OR DEWAN, AND THE MISREPRESENTATIONS WERE MADE WITHIN THE SCOPE OF THEIR AGENCY, THEN YOU MUST FIND SIGNAL, BURNETT AND/OR DEWAN LIABLE FOR THE MISREPRESENTATIONS MADE BY THEIR AGENTS.

IN ORDER TO PREVAIL, PLAINTIFFS MUST PROVE BY A PREPONDERANCE OF THE EVIDENCE THAT A DEFENDANT OR A DEFENDANT'S AGENT COMMITTED ANY OF THE FOLLOWING ACTS:

- A. MADE AN UNTRUE ASSERTION, BELIEVING IT TO BE TRUE, IN A MANNER NOT WARRANTED BY THE INFORMATION OF THE PERSON MAKING THE ASSERTION;

B. COMMITTED A BREACH OF DUTY WHICH, WITHOUT AN INTENT TO DECEIVE, ALLOWED THE PERSON TO GAIN AN ADVANTAGE BY MISLEADING ANOTHER PERSON TO HIS DISADVANTAGE; OR

C. CAUSED, HOWEVER INNOCENTLY, A PARTY TO AN AGREEMENT TO MAKE A MISTAKE AS TO THE SUBSTANCE OF THE THING WHICH IS THE SUBJECT OF THE AGREEMENT.

REGARDING THE DUTY OWED TO PLAINTIFFS, YOU SHOULD CONSIDER WHETHER DEFENDANTS SIGNAL, BURNETT AND/OR DEWAN AND THEIR RESPECTIVE EMPLOYEES AND AGENTS OWED A DUTY OF CARE TO THE PLAINTIFFS NOT TO MAKE A MISSTATEMENT OF MATERIAL FACTS REGARDING THE OPPORTUNITIES FOR IMMIGRATION AND EMPLOYMENT BEING OFFERED TO PLAINTIFFS. BURNETT, AS THE ATTORNEY FOR THE PLAINTIFFS, HAD A FIDUCIARY DUTY TO THE PLAINTIFFS, INCLUDING A DUTY TO SPEAK WITH CANDOR AND COMPLETENESS AND TO DISCLOSE ALL RELEVANT FACTS.

IN CONSIDERING WHETHER ANY DEFENDANT IS LIABLE FOR MISREPRESENTATIONS TO ANY PLAINTIFF, YOU SHOULD ALSO CONSIDER FORESEEABILITY OF HARM, THE NATURE OF THE RELATIONSHIPS THAT EXISTED BETWEEN PLAINTIFFS AND DEFENDANTS, AND WHETHER IT WOULD BE JUST AND REASONABLE TO IMPOSE THE LIABILITY. ADDITIONALLY, WITH RESPECT TO SIGNAL AND ITS AGENTS AND DEWAN AND HIS AGENTS, YOU MUST CONSIDER WHETHER THE PLAINTIFFS EXERCISED ORDINARY DILIGENCE TO DISCOVER THE TRUTH BEFORE ENTERING INTO AGREEMENTS WITH THEM. ORDINARY DILIGENCE IS DILIGENCE THAT A REASONABLE

PERSON IN THE PLAINTIFFS' SITUATION WOULD EXERCISE UNDER THE CIRCUMSTANCES.

B. DAMAGES

IF YOU FIND THAT PLAINTIFFS PROVED EACH OF THE REQUIREMENTS LISTED ABOVE, YOU MAY AWARD COMPENSATION FOR DAMAGES PROXIMATELY CAUSED BY A DEFENDANT OR ITS AGENT'S NEGLIGENT MISREPRESENTATION. PLAINTIFFS SEEK DAMAGES THEY INCURRED FROM THE TIME OF THEIR RECRUITMENT UNTIL THE END OF THEIR EMPLOYMENT AT SIGNAL. YOU MAY CONSIDER THE FOLLOWING ELEMENTS OF DAMAGE:

1. FEES AND EXPENSES PAID BY PLAINTIFFS RELATED TO RECRUITMENT, TRAVEL AND LOANS;
2. ANY DIFFERENCE BETWEEN WAGES PROMISED TO PLAINTIFFS AND WAGES THEY ACTUALLY RECEIVED; AND
3. FEES DEDUCTED FROM PLAINTIFFS' WAGES BY SIGNAL FOR ROOM AND BOARD AT THE MAN CAMP.

IF YOU FIND BY A PREPONDERANCE OF THE EVIDENCE THAT ANY PLAINTIFF WAS CONTRIBUTORILY NEGLIGENT IN RELYING ON ANY DEFENDANT OR ITS AGENT'S MISREPRESENTATIONS, YOU MAY DECIDE TO REDUCE THAT PLAINTIFF'S DAMAGES TO THE EXTENT OF THE PLAINTIFF'S SHARE IN THE RESPONSIBILITY FOR THE DAMAGE. IN DECIDING WHETHER TO REDUCE A PLAINTIFF'S DAMAGES ON THE BASIS OF CONTRIBUTORY NEGLIGENCE, YOU SHOULD DETERMINE THE PERCENTAGE OF THE REDUCTION BY CONSIDERING WHAT IS JUST AND EQUITABLE CONSIDERING THE PLAINTIFF'S SHARE OF RESPONSIBILITY FOR HIS DAMAGES.

CLAIM SEVEN: BREACH OF CONTRACT/PROMISSORY ESTOPPEL

PLAINTIFFS ASSERT CLAIMS AGAINST SIGNAL, BURNETT, AND DEWAN FOR BREACH OF CONTRACT AND PROMISSORY ESTOPPEL. SIGNAL, BURNETT AND DEWAN DENY THESE CLAIMS.

A. APPLICABLE LAW

I. BREACH OF CONTRACT

TO PREVAIL ON THEIR BREACH OF CONTRACT CLAIM, PLAINTIFFS MUST ESTABLISH THE FOLLOWING BY A PREPONDERANCE OF THE EVIDENCE:

1. THE EXISTENCE OF A VALID AND BINDING CONTRACT;
2. A DEFENDANT(S) HAS BROKEN OR BREACHED THE CONTRACT; AND
3. PLAINTIFFS LOST MONEY AS A RESULT OF THE BROKEN OR BREACHED CONTRACT

A CONTRACT IS AN AGREEMENT BETWEEN TWO OR MORE PEOPLE OR PARTIES. A CONTRACT CONSISTS OF AN OFFER, AN ACCEPTANCE OF THAT OFFER, AND CONSIDERATION. IF ONE OF THESE THREE ITEMS IS MISSING, THERE IS NO CONTRACT.

AN OFFER IS A PROPOSAL TO ENTER INTO A CONTRACT AND HAS CONDITIONS OR TERMS STATED IN THE OFFER. AN ACCEPTANCE OF THAT OFFER IS AN AGREEMENT TO THE CONDITIONS OR TERMS STATED IN THE OFFER.

CONSIDERATION IS A BENEFIT RECEIVED OR SOMETHING THAT IS GIVEN UP IN ORDER TO FORM THE CONTRACT. CONSIDERATION DOES NOT HAVE TO BE MONEY, BUT IT MUST BE SOMETHING OF VALUE.

CONSIDERATION IS REQUIRED IN ORDER FOR THE CONTRACT TO BE ENFORCED.

A CONTRACT MAY BE VERBAL OR IN WRITING.

CHANGES TO A CONTRACT ARE NOT VALID UNLESS THERE IS ADDITIONAL CONSIDERATION SUPPORTING THE CHANGES.

II. PROMISSORY ESTOPPEL

IF YOU DECIDE THERE WAS NO VALID CONTRACT, PLAINTIFFS MAY ESTABLISH THEIR CLAIM FOR PROMISSORY ESTOPPEL IF THEY PROVE THE FOLLOWING BY A PREPONDERANCE OF THE EVIDENCE:

1. PROMISES WERE MADE TO PLAINTIFFS;
2. PLAINTIFFS MADE PAYMENTS AND INCURRED EXPENSES IN RELIANCE ON THOSE PROMISES;
3. THE PROMISES ON WHICH PLAINTIFFS RELIED WERE BROKEN; AND
4. IN GOOD CONSCIENCE AND JUSTICE, THE MONEY PAID BY PLAINTIFFS IN RELYING ON THE PROMISES SHOULD BE RETURNED TO PLAINTIFFS.

IN CONNECTION WITH THE ELEMENTS OF PROMISSORY ESTOPPEL, PLAINTIFFS MUST SHOW THAT THE PROMISES MADE TO THEM, AND UPON WHICH THEY RELIED, RELATE TO A PRESENT INTENTION OR PURPOSE OF THE DEFENDANTS. THIS IS BECAUSE A DEFENDANT CANNOT BE PRECLUDED FROM CHANGING HIS INTENTION IN THE FUTURE.

B. DAMAGES

IF YOU FIND THAT PLAINTIFFS PROVED EACH OF THE REQUIREMENTS LISTED ABOVE WITH RESPECT TO BREACH OF CONTRACT OR PROMISSORY ESTOPPEL, YOU MAY AWARD DAMAGES. PLAINTIFFS SEEK COMPENSATORY AND PUNITIVE DAMAGES FOR THEIR BREACH OF CONTRACT AND PROMISSORY ESTOPPEL CLAIMS.

I. COMPENSATORY DAMAGES

YOU MAY AWARD COMPENSATION FOR ANY DAMAGES PROXIMATELY CAUSED BY A DEFENDANT'S BREACH OF CONTRACT OR BROKEN PROMISES. YOU MAY AWARD THE FOLLOWING ELEMENTS OF COMPENSATORY DAMAGES:

1. COMPENSATION FOR ALL MONEYS PAID DURING THE RECRUITMENT PROCESS AND IN ORDER TO COME TO THE UNITED STATES TO WORK FOR SIGNAL, INCLUDING, BUT NOT LIMITED TO: RECRUITMENT FEES; TRAVEL EXPENSES; TRAVEL EXPENSES; LEGAL FEES; MEDICAL TESTING; SKILLS TESTING AND ADMINISTRATIVE FEES; LOSSES ON ANY PERSONAL OR REAL PROPERTY SOLD OR PAWNED FOR THE PURPOSES OF MAKING PAYMENTS IN CONNECTION WITH THE RECRUITMENT; AND FEES AND INTEREST PAID ON ANY LOANS INCURRED AS A RESULT OF THE RECRUITMENT PROCESS UP TO THE POINT AT WHICH EACH PLAINTIFFS' EMPLOYMENT AT SIGNAL ENDED;

2. REFUNDS OF RECRUITMENT FEES, LEGAL SERVICES FEES, AND OTHER FEES AND COSTS THAT DEFENDANTS PROMISED TO PAY PLAINTIFFS IF DEFENDANTS FAILED TO SECURE FOR PLAINTIFFS THE PROMISED VISA EXTENSIONS AND GREEN CARDS;
3. COMPENSATION FOR DEDUCTIONS TAKEN FROM PLAINTIFFS' PAYCHECKS BY SIGNAL FOR ROOM AND BOARD AND ANY DIFFERENCE BETWEEN WAGES PROMISED TO PLAINTIFFS AND WAGES THEY ACTUALLY RECEIVED; AND
4. DISGORGEMENT OF PROFITS RECEIVED BY ADVANTAGE OF DEFENDANTS' AGREEMENTS WITH PLAINTIFFS.

YOU SHOULD SUBTRACT FROM ANY COMPENSATORY DAMAGE AWARD EXPENSES THAT PLAINTIFFS WOULD HAVE HAD TO PAY IF SIGNAL HAD NOT BREACHED THE CONTRACT(S) OR BROKEN ANY PROMISE(S) AND ANY LOSSES OR DAMAGES THAT SIGNAL SHOULD HAVE KNOWN WOULD OCCUR AND COULD HAVE AVOIDED.

II. PUNITIVE DAMAGES

YOU MAY ALSO AWARD PUNITIVE DAMAGES IF PLAINTIFFS PROVED BY CLEAR AND CONVINCING EVIDENCE THAT, IN BREACHING ITS CONTRACT(S) OR BREAKING ITS PROMISE(S), SIGNAL, BURNETT, OR DEWAN ACTED WITH MALICE OR WITH A WILLFUL, WANTON OR RECKLESS DISREGARD FOR THE SAFETY OF OTHERS.

"CLEAR AND CONVINCING EVIDENCE" MEANS THAT THE EVIDENCE IS SO STRONG THAT IT LEADS YOU TO A FIRM BELIEF OR CONCLUSION, WITHOUT

HESITATING, AS TO WHAT THE FACTS ARE AND THAT PLAINTIFFS' CLAIMS ARE TRUE.

FOR PURPOSES OF THIS INSTRUCTION, "MALICE" IS WHEN A PERSON OR CORPORATION INTENTIONALLY DOES SOMETHING WRONG WITHOUT HAVING A VALID REASON OR EXCUSE. "RECKLESS DISREGARD" MEANS WHEN A PERSON KNOWS THAT A RISK OF EMOTIONAL DISTRESS WOULD PROBABLY RESULT FROM HIS CONDUCT AND THEN DISREGARDS THAT RISK AND THE HARM THAT MAY OCCUR AS A RESULT.

CLAIM EIGHT: FALSE IMPRISONMENT

PLAINTIFF JACOB JOSEPH KADAKKARAPPALLY, WHO I WILL CALL MR. JACOB, ASSERTS A CLAIM AGAINST SIGNAL FOR FALSE IMPRISONMENT, ALLEGING THAT ON MARCH 9, 2007, SIGNAL OR ITS HIRED GUARDS FALSELY IMPRISONED HIM FOR SEVERAL HOURS IN SIGNAL'S TV TRAILER DESPITE HIS REQUESTS TO LEAVE. SIGNAL DENIES THIS CLAIM.

A. APPLICABLE LAW

IN ORDER TO PREVAIL, MR. JACOB MUST ESTABLISH THE FOLLOWING BY A PREPONDERANCE OF THE EVIDENCE:

1. ON MARCH 9, 2007, SIGNAL OR ITS HIRED GUARDS HELD OR DETAINED MR. JACOB FOR SEVERAL HOURS IN SIGNAL'S TV TRAILER DESPITE HIS REQUESTS TO LEAVE; AND
2. MR. JACOB'S HOLDING OR DETENTION WAS UNLAWFUL BECAUSE, LOOKING AT THE TOTALITY OF THE CIRCUMSTANCES, THE ACTIONS OF SIGNAL OR ITS GUARDS WITH REGARD TO THE HOLDING OR DETENTION WERE NOT OBJECTIVELY REASONABLE IN THEIR NATURE, PURPOSE, EXTENT AND DURATION.

FOR ELEMENT 2, A DEFENDANT'S ACTION IS "OBJECTIVELY REASONABLE" IF, IN LIGHT OF ALL THE CIRCUMSTANCES, THE ACTION WAS REASONABLE IN ITS NATURE, PURPOSE, EXTENT, AND DURATION. IT IS THE REASONABLENESS OF THE DEFENDANT'S ACTIONS, NOT THE DEFENDANT'S INTENT, THAT MATTERS.

B. DAMAGES

IF YOU FIND THAT MR. JACOB HAS PROVED EACH OF THE REQUIREMENTS LISTED ABOVE, YOU MAY AWARD DAMAGES. MR. JACOB SEEKS COMPENSATORY DAMAGES AND PUNITIVE DAMAGES FOR HIS FALSE IMPRISONMENT CLAIM.

I. COMPENSATORY DAMAGES

YOU MAY AWARD COMPENSATION FOR ANY DAMAGES PROXIMATELY CAUSED BY SIGNAL'S FALSE IMPRISONMENT. SPECIFICALLY, YOU MAY AWARD COMPENSENATION FOR ANY MENTAL ANGUISH MR. JACOB SUFFERED.

II. PUNITIVE DAMAGES

YOU MAY ALSO AWARD PUNITIVE DAMAGES IF MR. JACOB PROVED BY CLEAR AND CONVINCING EVIDENCE THAT IN SUBJECTING HIM TO FALSE IMPRISONMENT, SIGNAL OR ITS HIRED GUARDS ACTED WITH MALICE OR WITH A WILLFUL, WANTON OR RECKLESS DISREGARD FOR THE SAFETY OF MR. JACOB.

"CLEAR AND CONVINCING EVIDENCE" MEANS THAT THE EVIDENCE IS SO STRONG THAT IT LEADS YOU TO A FIRM BELIEF OR CONCLUSION, WITHOUT HESITATING, AS TO WHAT THE FACTS ARE AND THAT MR. JACOB'S CLAIMS ARE TRUE.

FOR PURPOSES OF THIS INSTRUCTION, "MALICE" IS WHEN A CORPORATION INTENTIONALLY DOES SOMETHING WRONG WITHOUT HAVING A VALID REASON OR EXCUSE. "RECKLESS DISREGARD" MEANS WHEN A PERSON KNOWS THAT A RISK OF EMOTIONAL DISTRESS WOULD PROBABLY RESULT FROM HIS CONDUCT AND THEN DISREGARDS THAT RISK AND THE HARM THAT MAY OCCUR AS A RESULT.

CLAIM NINE: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

MR. JACOB ASSERTS A CLAIM AGAINST SIGNAL FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS. SIGNAL DENIES THIS CLAIM.

A. APPLICABLE LAW

IN ORDER TO PREVAIL ON HIS CLAIM FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS, MR. JOSEPH MUST ESTABLISH THE FOLLOWING BY A PREPONDERANCE OF THE EVIDENCE:

1. SIGNAL OR ITS HIRED GUARDS PUBLICLY CONFINED MR. JACOB TO THE TV TRAILER, UNDER GUARD, FOR SEVERAL HOURS;
2. THE CONDUCT OF SIGNAL AND/OR ITS HIRED GUARDS WAS OUTRAGEOUS;
3. SIGNAL OR ITS HIRED GUARDS INTENDED TO CAUSE MR. JACOB EMOTIONAL DISTRESS OR ACTED WITH RECKLESS DISREGARD OF THE PROBABILITY THAT MR. JACOB WOULD SUFFER EMOTIONAL DISTRESS;
4. MR. JACOB SUFFERED EMOTIONAL DISTRESS;
5. THE CONDUCT OF SIGNAL OR ITS HIRED GUARDS, AS DESCRIBED ABOVE, WAS A SUBSTANTIAL FACTOR IN CAUSING MR. JACOB EMOTIONAL DISTRESS; AND
6. IT WAS FORSEEABLE THAT THE CONDUCT OF SIGNAL OR ITS HIRED GUARDS WOULD CAUSE MR. JACOB EMOTIONAL DISTRESS.

FOR THE SECOND ELEMENT, CONDUCT IS "OUTRAGEOUS" WHEN IT IS SO EXTREME THAT IT GOES BEYOND ALL POSSIBLE BOUNDS OF DECENCY. CONDUCT IS ALSO "OUTRAGEOUS" IF A REASONABLE PERSON WOULD CONSIDER THE CONDUCT SHOCKING AND COMPLETELY UNACCEPTABLE IN A CIVILIZED COMMUNITY.

B. DAMAGES

IF YOU FIND THAT MR. JACOB HAS PROVED EACH OF THE REQUIREMENTS LISTED ABOVE, YOU MAY AWARD DAMAGES. MR. JACOB SEEKS COMPENSATORY DAMAGES AND PUNITIVE DAMAGES FOR HIS INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS CLAIM.

I. COMPENSATORY DAMAGES

YOU MAY AWARD COMPENSATION FOR ANY DAMAGES PROXIMATELY CAUSED BY SIGNAL'S INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS. SPECIFICALLY, YOU MAY AWARD COMPENSENATION FOR ANY MENTAL ANGUISH MR. JACOB SUFFERED.

II. PUNITIVE DAMAGES

YOU MAY ALSO AWARD PUNITIVE DAMAGES IF MR. JACOB PROVED BY CLEAR AND CONVINCING EVIDENCE THAT SIGNAL OR ITS HIRED GUARDS ACTED WITH MALICE OR WITH A WILLFUL, WANTON OR RECKLESS DISREGARD FOR THE SAFETY OF MR. JACOB.

"CLEAR AND CONVINCING EVIDENCE" MEANS THAT THE EVIDENCE IS SO STRONG THAT IT LEADS YOU TO A FIRM BELIEF OR CONCLUSION, WITHOUT HESITATING, AS TO WHAT THE FACTS ARE AND THAT MR. JACOB'S CLAIMS ARE TRUE.

FOR PURPOSES OF THIS CLAIM, "MALICE" IS WHEN A CORPORATION INTENTIONALLY DOES SOMETHING WRONG WITHOUT HAVING A VALID REASON OR EXCUSE. "RECKLESS DISREGARD" MEANS WHEN A PERSON KNOWS THAT A RISK OF EMOTIONAL DISTRESS WOULD PROBABLY RESULT FROM HIS CONDUCT AND THEN DISREGARDS THAT RISK AND THE HARM THAT MAY OCCUR AS A RESULT.

SIGNAL'S CROSSCLAIM

CERTAIN WITNESSES HAVE TESTIFIED ABOUT IMMIGRATION FILINGS MR. BURNETT MADE FOR A NUMBER OF SIGNAL H-2B WORKERS IN JUNE OF 2007. SIGNAL'S CROSSCLAIM AGAINST BURNETT IS AS A RESULT OF SOME OF THOSE FILINGS AND SUBSEQUENT ACTIONS BY UNIDENTIFIED WORKERS AS A RESULT OF THOSE FILINGS. YOU MAY CONSIDER SUCH TESTIMONY IN SIGNAL'S CROSSCLAIM AGAINST BURNETT AND IN BURNETT'S DEFENSE AGAINST THE CROSSCLAIM. YOU SHOULD NOT, HOWEVER, CONSIDER THOSE PARTICULAR FILINGS IN DECIDING THE PLAINTIFFS' CLAIMS AGAINST ALL DEFENDANTS.

I WILL NOW INSTRUCT YOU ON SIGNAL'S CROSSCLAIM.

CROSSCLAIM ONE: INDEMNITY

SIGNAL ASSERTS CLAIMS AGAINST BURNETT AND DEWAN FOR INDEMNITY. BURNETT AND SIGNAL DENY THESE CLAIMS.

A. APPLICABLE LAW

INDEMNITY ALLOWS A PARTY WHO HAS BEEN HELD LEGALLY RESPONSIBLE FOR INJURIES TO A PERSON TO SHIFT THE LOSS TO ANOTHER PARTY OR PARTIES.

IN ORDER TO PREVAIL ON ITS CLAIM FOR INDEMNITY, SIGNAL MUST PROVE THE FOLLOWING BY A PREPONDERANCE OF THE EVIDENCE:

1. SIGNAL OWES A LEGAL OBLIGATION TO PLAINTIFFS IN THE MAIN ACTION;
2. SIGNAL WAS NOT AT FAULT IN INCURRING THE LEGAL OBLIGATION TO PLAINTIFFS; AND
3. IN ALL FAIRNESS, DEWAN AND/OR BURNETT SHOULD INDEMNIFY SIGNAL FOR THE OBLIGATION OWED TO PLAINTIFFS

B. DAMAGES

IF SIGNAL HAS PROVED THE REQUIREMENTS LISTED ABOVE, SIGNAL IS ENTITLED TO DAMAGES IN THE AMOUNT OF THE LEGAL OBLIGATION OWED TO PLAINTIFFS.

CLOSING INSTRUCTIONS

27. IT IS YOUR SWORN DUTY AS JURORS TO DISCUSS THE CASE WITH ONE ANOTHER IN AN EFFORT TO REACH AGREEMENT IF YOU CAN DO SO. EACH OF YOU MUST DECIDE THE CASE FOR YOURSELF, BUT ONLY AFTER FULL CONSIDERATION OF THE EVIDENCE WITH THE OTHER MEMBERS OF THE JURY. WHILE YOU ARE DISCUSSING THE CASE, DO NOT HESITATE TO RE-EXAMINE YOUR OWN OPINION AND CHANGE YOUR MIND IF YOU BECOME CONVINCED THAT YOU ARE WRONG. HOWEVER, DO NOT GIVE UP YOUR HONEST BELIEFS SOLELY BECAUSE THE OTHERS THINK DIFFERENTLY, OR MERELY TO FINISH THE CASE.

28. REMEMBER THAT IN A VERY REAL WAY YOU ARE THE JUDGES—JUDGES OF THE FACTS. YOUR ONLY INTEREST IS TO SEEK THE TRUTH FROM THE EVIDENCE IN THE CASE.

29. WHEN YOU RETIRE TO THE JURY ROOM TO DELIBERATE, YOU MAY TAKE WITH YOU THESE INSTRUCTIONS AND THE EXHIBITS THAT THE COURT HAS ADMITTED INTO EVIDENCE. SELECT YOUR FOREPERSON AND CONDUCT 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 A CELL PHONE, IPAD OR COMPUTER; THE INTERNET, ANY INTERNET SERVICE, OR ANY TEXT OR INSTANT MESSAGING SERVICE; OR ANY INTERNET CHAT ROOM, BLOG, OR WEBSITE SUCH AS FACEBOOK, MYSPACE, LINKEDIN, YOUTUBE OR TWITTER,

TO COMMUNICATE TO ANYONE ANY INFORMATION ABOUT THIS CASE OR TO CONDUCT ANY RESEARCH ABOUT THIS CASE, UNTIL I ACCEPT YOUR VERDICT.

30. IF YOU RECESS DURING YOUR DELIBERATIONS, FOLLOW ALL INSTRUCTIONS THAT THE COURT HAS GIVEN YOU ABOUT YOUR CONDUCT DURING THE TRIAL.

31. IF YOU WANT TO COMMUNICATE WITH ME AT ANY TIME, PLEASE GIVE A WRITTEN MESSAGE TO THE BAILIFF, WHO WILL BRING IT TO ME. I WILL THEN RESPOND AS PROMPTLY AS POSSIBLE EITHER IN WRITING OR BY MEETING WITH YOU IN THE COURTROOM. I WILL ALWAYS FIRST SHOW THE ATTORNEYS YOUR QUESTION AND MY RESPONSE BEFORE I ANSWER YOUR QUESTION.

32. AFTER YOU HAVE REACHED A VERDICT, YOU ARE NOT REQUIRED TO TALK WITH ANYONE ABOUT THE CASE.

33. I HAVE PREPARED TWO VERDICT FORMS FOR YOUR CONVENIENCE AND TO AID YOU IN REACHING A UNANIMOUS DECISION. YOU WILL COMPLETE THESE VERDICT FORMS IN TWO STAGES. THUS, I HAVE CAPTIONED THEM JURY VERDICT FORM STAGE ONE AND JURY VERDICT FORM STAGE TWO.

34. WHEN YOU RETIRE TO THE JURY ROOM IN JUST A FEW MINUTES, YOU WILL TAKE WITH YOU JURY VERDICT FORM STAGE ONE. DURING STAGE ONE, YOU WILL DECIDE WHETHER THE PLAINTIFFS OR THE PLAINTIFFS IN CROSS

CLAIM HAVE PROVEN THEIR CASE AGAINST ANY OF THE DEFENDANTS AND COMPLETE JURY VERDICT FORM STAGE ONE.

35. AFTER YOU HAVE REACHED YOUR UNANIMOUS VERDICT ON JURY VERDICT FORM STAGE ONE, YOUR FOREPERSON MUST FILL IN YOUR ANSWERS TO THE WRITTEN QUESTIONS ON JURY VERDICT FORM STAGE ONE AND SIGN AND DATE THE FORM. YOU WILL THEN RETURN JURY VERDICT FORM STAGE ONE TO ME.

36. IF YOUR ANSWERS TO JURY VERDICT FORM STAGE ONE SHOW THAT YOU HAVE FOUND THE PLAINTIFFS OR THE CROSS CLAIMANTS HAVE PROVEN THEIR CASE, I WILL PROVIDE TO YOU JURY VERDICT FORM STAGE TWO AND YOU WILL AT THAT TIME DETERMINE THE DAMAGES TO BE AWARDED. YOU WILL THEN RETURN JURY VERDICT FORM STAGE TWO TO ME.

37. YOUR VERDICT IN STAGE ONE AND STAGE TWO MUST REPRESENT THE CONSIDERED JUDGMENT OF EACH JUROR. YOUR VERDICT IN STAGE ONE AND STAGE TWO MUST BE UNANIMOUS ON EACH AND EVERY QUESTION YOU ARE CALLED ON TO DECIDE.

38. YOU MAY NOW RETIRE TO THE JURY ROOM TO CONDUCT YOUR DELIBERATIONS AND ANSWER THE QUESTIONS ON JURY VERDICT FORM STAGE ONE.