

UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF VERMONT

Kristy Myers :  
Plaintiff, :  
 :  
v. : File No. 2:00-CV-85  
 :  
Wal-Mart Stores, Inc.; :  
Wal-Mart Stores East, :  
Inc., :  
Defendants :

**JURY CHARGE**

Members of the Jury:

Now that you have heard the evidence and the arguments, it is my duty to instruct you on the law.

The plaintiff in this case is Kristy Myers. Ms. Myers claims that Wal-Mart requested that she work "off the clock" and that they did not pay her for these hours. Furthermore, Ms. Myers alleges that Wal-Mart defamed and falsely imprisoned her during questioning.

Wal-Mart Stores, Inc. and Wal-Mart Stores East, Inc. are the defendants but are considered one entity "Wal-Mart" in this case. Wal-Mart denies that it required Ms. Myers to work "off the clock", owed her any unpaid

wages, or defamed or falsely imprisoned her. Wal-mart alleges that Ms. Myers breached the terms of a restitution note and that it is allowed a set-off against any judgment that may be granted to Ms. Myers. A set-off is a reduction of the plaintiff's judgment based on a valid financial obligation the plaintiff owes to the defendant.

**General Instructions**

It is your duty as jurors to apply the law that I give you to the facts that you find from the evidence. Your final role is to consider and decide the fact issues of the case. You are the sole and exclusive judges of the facts. You weigh the evidence, resolve conflicts in the evidence, determine the credibility of witnesses, and if warranted, draw inferences from the facts as you find them. Shortly, I will define the word "evidence" for you and instruct you on how to assess it, including how to weigh the credibility or believability of witnesses.

You are not to single out one instruction alone as stating the law, but you must consider the instructions as a whole. You are not to be concerned with the wisdom of any rule of law stated by the Court. Regardless of any opinion you may have as to what the law is or ought to be, it would be a violation of your sworn duty to base a verdict upon any other view of the law than that given in these instructions and anything other than the evidence presented in this case. Even though counsel may have mentioned a principle of law during his argument, you must only consider the law as given to you in these instructions when reaching your verdict.

It is the sole province of the jury to determine the facts in this case. By these instructions, I do not intend to indicate in any way how you should decide any question of fact. Except for instructions to you on the law, you should disregard anything I may have said during the trial in arriving at your findings of fact. I recognize that a judge can have significant influence on a jury. If you think you have perceived some opinion

of how I think this case should be decided, I want you not to consider that at all. I am merely the judge here. It is my responsibility to rule on the objections made by counsel and upon the law. It is your sole responsibility to decide the facts and apply the law to those facts.

You are to discharge your duty as jurors in an attitude of complete fairness and impartiality. You should weigh the evidence calmly and deliberately and without the slightest trace of sympathy, bias or prejudice for or against either party. All parties expect that you will carefully consider all of the evidence, follow the law as it is now being given to you and reach a just verdict. In rendering the verdict, you are not to speculate on the financial or legal consequences of that verdict or its possible impact on any of the parties. Furthermore, the mere fact that the plaintiff brought this lawsuit or may have sustained damages is not in and of itself sufficient to render a verdict for the plaintiff.

## Corporations and Corporate Responsibilities

You should consider and decide this case as a dispute between persons of equal standing in the community, of equal worth, and holding the same or similar stations in life. A corporation is entitled to the same fair trial as a private individual. All persons, including corporations, stand equal before the law and are to be treated as equals.

A corporation may act only through natural persons as its agents or employees. In general, agents or employees of a corporation may bind the corporation by their acts and declarations made while acting within the scope of their authority or employment. An agent is a person authorized by another to act for him. Actions within the scope of employment are activities that are incident to employment or logically and naturally connected with it. Such actions are the kind the agent is employed to perform that happen within an authorized time and place and, to some extent, are in the interest of the employer.

## Evidence

"Evidence" includes in-court sworn testimony of the witnesses given both on direct and cross examination, out of court testimony read from a deposition or shown in a videotape, interrogatories and exhibits admitted into the record, facts judicially noticed by me and facts that have been stipulated. Depositions are testimony of a witness given under oath before trial. Interrogatories are written questions submitted by one party and the written answers to those questions submitted by the opposing party under oath. A stipulation occurs when all parties agree that certain facts are true.

As I have stated earlier, it is your duty to determine the facts, and in doing so, you may consider only the evidence I have admitted. You should treat any exhibit or testimony that I ordered stricken or excluded from the record as if you never saw or heard it. Any evidence that I have instructed you to consider for a limited purpose must be considered only for that limited

purpose. Although the lawyers may call your attention to certain facts or inferences that might otherwise go unnoticed, the lawyers' statements, objections and arguments are not evidence in the case. Likewise when an attorney seeks an objection or requests a conference at the bench, you should draw no inferences either positive or negative from such actions. In the final analysis, it is your recollection and interpretation of the evidence that controls in this case, not any statement or implication that I or the lawyers have made in reference to the evidence.

While you should not speculate or guess about evidence not admitted into the record, you are permitted to draw reasonable inferences from the testimony and exhibits as you feel are justified in light of common experience. In other words, you may make deductions and reach conclusions which reason and common sense lead you to draw from the facts as they have been established by the evidence in the case. However, in arriving at your verdict, you may not consider any personal knowledge or

information pertaining to the facts of this case that you had acquired prior to or during this case that have not been admitted into evidence.

The law recognizes two types of evidence: direct and circumstantial. Direct evidence is when a witness testifies about something she or he knows by virtue of their own senses - something she or he has seen, felt, touched or heard. Direct evidence may also consist of a physical object or document which in your mind establishes a particular fact. Circumstantial evidence is evidence that does not directly prove a fact but points to the existence of that fact. Using reason, experience and common sense, you infer the existence or non-existence of some fact from established facts. For example, if you went to bed at night and there was no snow on the ground and you woke up the next morning and there was snow on the ground, you could reasonably infer that it snowed during the night even though you did not see it snow. The law makes no distinction between the weight to be given to either direct or circumstantial



evidence, but a verdict must be based on all evidence presented.

### Credibility of Witnesses

As jurors, you are the sole judges of the credibility or believability of the witnesses. It is your responsibility to determine the weight to be given to the testimony of each witness. You do not have to accept all the evidence presented in this case as true or accurate. In weighing the testimony you can take into account the witness's ability and opportunity to observe; the manner and conduct of the witness while testifying; any interest, bias, or prejudice the witness may have; the witness's relationship to the parties; the extent to which other evidence supports or contradicts the witness's testimony; and the reasonableness of the witness's testimony.

The weight of the evidence is not determined by the number of witnesses testifying. You may find the testimony of a small number of witnesses or a single witness about a fact more credible than the different testimony of a larger number of witnesses. The fact that one party called more witnesses and introduced more

evidence than the other does not mean that you should necessarily find the facts in favor of that party.

Inconsistencies or discrepancies in the testimony of a witness or between the testimony of different witnesses may or may not cause you to discredit such testimony. Two or more persons may well hear or see things differently or have a different point of view regarding the same occurrences. Innocent misrecollection or failure of recollection is not an uncommon experience. In weighing the effect of a discrepancy, always consider whether it pertains to a matter of importance or an unimportant detail and whether the discrepancy results from innocent error or intentional falsehood. After making your own judgment, you will give the testimony of each witness such weight, if any, that you may think it deserves. You may accept or reject the testimony of any witness in whole or in part.

### Burden of Proof

In a civil case such as this, the plaintiff has the burden to prove every essential element of her claim by a preponderance of the evidence. If the plaintiff should fail to establish any essential element of her claim by a preponderance of the evidence, you should find for the defendant as to that claim. As to the counterclaim, the defendant is in the position of a plaintiff and the defendant has the burden of proving the essential elements of the counterclaim by a preponderance of the evidence.

A preponderance of the evidence means such evidence, when considered and compared with that opposed to it, has a more convincing force and produces in your mind a belief that what is sought to be proved is more likely true than not true. In other words, to establish a claim by a preponderance of the evidence merely means to prove that the claim is more likely so than not so. It does not mean the greatest number of witnesses or exhibits. In determining whether a fact in issue has

been proved by a preponderance of the evidence, you may consider the testimony of all the witnesses, regardless of who may have called them, and all the exhibits received into evidence regardless of who may have produced them.

### Elements of the Fair Labor Standards Act

This case arises under the Fair Labor Standards Act. This federal law provides for the payment of all hours worked, including time and a half of the regular pay rate for all hours worked in excess of a forty hour week. The parties agree that Ms. Myers was an employee of Wal-Mart, which is an entity engaged in commerce. Ms. Myers claims that Wal-Mart did not pay her for straight time and overtime that she worked. In order to recover on her claim, Ms. Myers must prove each of the following facts by a preponderance of the evidence:

First: That Wal-Mart required, knew or had reason to believe that Ms. Myers worked "off the clock" and;

Second: That Ms. Myers worked "off the clock" in a particular pay period or periods for which she worked up to forty hours and was not paid her regular wage for all the hours that she worked or for which she worked more than forty hours and was not paid at least one and a half times her regular wage for the overtime hours.

Once Ms. Myers proves that she did in fact perform work for which she was not paid or improperly paid, she need only produce sufficient evidence from which you can make a just and reasonable inference as to the amount and extent of that work.

In this regard, Ms. Myers has introduced into evidence Exhibit 37 which consists of her claim for hours worked for which she alleges she was not paid or not properly paid. The Exhibit contains a list of Ms. Myers' hourly wage during the period in question. The parties stipulate that Ms. Myers' hourly wage was as stated. However, it is for you to determine if she worked any hours for which she was improperly paid or not paid. You may use or not use this Exhibit as you see fit.

### Damages for Unpaid Wages Claim

If you find Ms. Myers has satisfied her burden of proving the essential elements of her claim by a preponderance of the evidence, then you should determine what amount of money would compensate Ms. Myers. The measure of compensatory damages is the difference between what Ms. Myers should have been paid under the Fair Labor Standards Act and the amount that you find Wal-Mart actually paid her. To calculate Ms. Myers wages for times she worked during a particular pay period where her work time totaled forty or less hours, you must use her regular hourly wage for that pay period. To calculate Ms. Myers wages for any time she worked that totaled over forty hours, you must use one and a half times the amount of her hourly wage for her overtime during that pay period. If you find that she is entitled to compensation, you must calculate her unpaid wages and unpaid overtime for each pay period between March 3, 1998 and September 8, 1999. However, if you find that Wal-Mart willfully violated the law



then when calculating unpaid overtime only you must look at each pay period between March 3, 1997 and September 8, 1999. A willful violation is one that is intentional and deliberate.

If you determine Ms. Myers is entitled to compensatory damages, you must also award her liquidated damages, which is equal to the amount of the compensatory damages, unless you find that Wal-Mart acted with subjective good faith and had objectively reasonable grounds for believing that its acts or omissions did not violate the Fair Labor Standards Act. Subjective good faith is found when the employer takes active steps to understand the requirements of the Fair Labor Standards Act and then acts to comply with them. Objectively reasonable grounds are such grounds that a reasonable person would determine to be valid under similar circumstances.

In determining the amount of Ms. Myers damages you may not include or add to the damages any sum for the

purpose of punishing Wal-Mart or serving as an example  
to warn others.

### Vermont Wages Statute

Ms. Myers has also brought a claim for unpaid wages under Vermont law. Vermont law also provides for payment of all hours worked to include overtime hours. The elements are the same as the Fair Labor Standards Act: 1) Wal-Mart knew or had reason to believe that Ms. Myers was doing work "off the clock" for Wal-Mart and 2) that Ms. Myers was not paid her regular wage for any hours worked under forty hours and that she was not paid one and a half times her regular wage for hours worked over forty hours. Damages are also computed in the same basic matter as under the Fair Labor Standards Act. However in determining the amount of compensation under the state statute, you must determine the hours worked but not paid during the period of January 7, 1997 to September 8, 1999. Additionally, state law requires that this amount be doubled to determine the total award of damages under state law for this claim.

### Elements of Defamation

Ms. Myers claims that Wal-Mart made statements which constituted the tort of defamation. In order to recover on this claim, Ms. Myers bears the burden of proving each of the following elements by a preponderance of the evidence:

First: That Wal-Mart made a false and defamatory statement concerning her. In this regard please refer back to my instruction on through whom a corporation acts;

Second: That Wal-Mart was at least negligent in publishing the statement;

Third: That Wal-Mart published the statement to at least one third person;

Fourth: That Wal-Mart was not privileged to make such a publication;

Fifth: That Ms. Myers sustained actual harm so as to warrant compensatory damages.

I will now address each of these elements. At the outset, it is Ms. Myers burden to prove by a

preponderance of the evidence that Wal-Mart made false and defamatory statements concerning her. It is for you to decide what Wal-Mart actually said. If you find that Wal-Mart did not state that Ms. Myers stole goods from Wal-Mart or did not state that she was terminated for theft, you must find for Wal-Mart.

Next, even if you find that Wal-Mart stated that Ms. Myers stole goods from them or that she was terminated for theft, you must then determine whether such statements were false and defamatory. If you find that the statement was true, then you must find for Wal-Mart. A defamatory statement is a statement that tends to lower Ms. Myers' reputation in the estimation of a substantial respectable group. A statement that is only unpleasant or only embarrassing to Ms. Myers but which does not hold her up to ridicule is not defamatory. It is not sufficient that Ms. Myers herself may have placed such a construction upon Wal-Mart's statements. A false accusation of theft is legally considered defamation. In determining whether Wal-Mart's language was

defamatory, you must consider the entire conversation and situation and may not divide it or treat segments separately. If you find that Wal-Mart's statement was not defamatory, then you must find for Wal-Mart.

If you find that Ms. Myers has proved Wal-Mart made a false and defamatory statement, then you must determine whether Wal-Mart was at the very least negligent in making the statement. By negligent I mean failure to use such care as a reasonably prudent and careful person would use under similar circumstances.

You must also decide whether the statement was disclosed to a third party. A third party is someone other than Ms. Myers, Wal-Mart or Wal-Mart's agents or employees at the time the statement was made.

It is also Ms. Myers's burden to prove that Wal-Mart was not privileged to make the statement. If you find based on all the evidence that Wal-Mart was acting within the scope of its duty and authority and that it did not act with malice toward Ms. Myers then you must find that Wal-Mart's conduct was privileged. To show

malice, Ms. Myers must introduce evidence to show that Wal-Mart acted with spite or that it knew the statement was false or acted with reckless disregard of its truth.

Finally, even if Ms. Myers proves all of the above mentioned elements, she must additionally prove that she suffered actual damages as a result of Wal-Mart's conduct. I will shortly instruct you on how to determine these damages.

If you find that Ms. Myers has proven every one of the elements then you must find in her favor. However, if you find that she has failed to prove even just one element you must find for Wal-Mart.

### Elements of False Imprisonment

False imprisonment is the unlawful restraint by one person of the physical liberty of another. The restraint placed upon the person must not only be unlawful but must also be total. To find Wal-Mart liable for false imprisonment, Ms. Myers must prove:

One: That Wal-Mart intentionally and unlawfully restrained, detained or confined her;

Two: That the restraint, detention or confinement compelled Ms. Myers to stay somewhere against her wishes for some appreciable time, however short, and;

Three: That Ms. Myers suffered damage by the restraint. Again, I will shortly instruct you on how to determine damages.

In this case restrained, detained or confined means to delay, hinder, keep in custody, or to stop.

When you are considering whether Wal-Mart unlawfully detained Ms. Myers, you must keep in mind that a store has not unlawfully detained a person if the store has reasonable cause to believe that the person has stolen



or has attempted to steal from the store and the detention is made in the immediate vicinity of the store, affording the person the opportunity to be detained in a place out of public view if available, in a reasonable manner which may include the use of reasonable force and for a reasonable length of time for any of the following purposes:

One: To request and verify identification;

Two: To make reasonable inquiry as to whether the person has in her possession unpurchased merchandise and, if unpurchased, to recover the merchandise;

Three: To inform a law enforcement officer of the detention of the person and surrender that person to the custody of the law enforcement officer. Additionally, in this situation the store must advise the person that she has the right to make a phone call of reasonable duration.

### Duress and Coercion

Ms. Myers claims that she signed the restitution note under circumstances amounting to duress and coercion.

When someone obtains a note under duress or through coercion that note is void and unenforceable. Coercion means compelling a person to act against her will through force or threat. Duress is a condition where a person is encouraged by the wrongful act or threat of another to make a contract or agree to something that she would have not ordinarily done otherwise.

Therefore, if you find that Ms. Myers signed the note because of duress or coercion, you must find for Ms. Myers on Wal-Mart's counterclaim. However, if you find that Ms. Myers did not sign the note under duress or coercion, then you must find the note valid and in favor of Wal-Mart.

### Compensatory Damages

I have already explained to you how to determine damages under the Fair Labor Standards Act and the Vermont state law. The following instructions will explain how to determine damages for defamation and false imprisonment. However, the fact that I am instructing you on the determination of damages should not in any way lead you to believe that I think damages should or should not be awarded in this case. That is for you to decide. If in fact you determine that by a preponderance of the evidence one party is liable to the other party, then you must consider the question of damages. An award of compensatory damages is intended to put the prevailing party in the same position he or she was in prior to the incident. Thus, the prevailing party is entitled to recover all damages that are a natural consequence of the incident, including such items as embarrassment, loss of reputation, loss of standing in the community, personal humiliation, deterioration of relationship with spouse and mental

anguish and suffering. As with other elements of a party's claim, the burden is on the party making the claim to prove by a preponderance of the evidence the amount of damages which the party suffered. Where the amount of damages can be calculated in dollars and cents, the party asserting the claim must demonstrate the exact dollar and cents value of her injury.

However, where the claimed damages may not be reduced to dollars and cents, such as with pain and suffering, the party need not demonstrate the exact dollar and cents value of her injury. Nonetheless, the party is still required to submit to the jury evidence of such quality that the jury is capable of reasonably estimating the extent of the party's loss.

In making a damages award you shall exercise your authority with calm and reasonable judgment and the damages you fix shall be just and reasonable in light of the evidence. Fair compensation may vary from nominal damages of one dollar if the injury is slight to greater damages for more substantial injury. Under no

circumstances may you award damages that are speculative or based on conjecture. You are further instructed that any natural feelings of sympathy for either party must be set aside during your deliberations. Furthermore, the amount of damages mentioned by the attorneys is not evidence in this case. A specific request for a total dollar amount is simply a request for recovery. The amount of the verdict must be based solely on the evidence presented during the course of the trial and the law which I have given you.

### Mitigation of Damages

The law imposes a general duty to mitigate, or minimize, damages. What this means is that a person who has been injured has a duty to take protective or preventative measures in an effort to reduce harm and prevent its further increase.

In this case, Wal-Mart argues that any award made to Ms. Myers should be reduced by her failure to mitigate her damages. The burden is on Wal-Mart to prove this claim by a preponderance of the evidence. If you find that Ms. Myers could reasonably have avoided some of the damages claimed by taking any reasonable action, either with respect to injuries, economic damage, or any other portion of damages proved by her, you must reduce your award of damages to Ms. Myers, if any, by an amount equal to those damages that she could have avoided.

### Deliberation and Verdict

You have been permitted to take notes during trial for use in your deliberations. You may take these notes with you when you retire to deliberate. They may be used to assist your recollection of the evidence, but your memory controls. Your notes are not evidence and should not take precedence over your independent recollections of the evidence. The notes that you took are strictly confidential. Do not disclose your notes to anyone other than your fellow jurors. Your notes should remain in the jury room and will be collected at the end of the case.

I have selected Mr. FORD to act as your foreperson. The foreperson has no greater voice or vote than any other juror but is appointed to ensure that some order is established in the manner in which you proceed and is your spokesperson here in court.

If during your deliberations you should desire to communicate with the Court, please reduce your message to a written question signed by your foreperson. The

foreperson will then submit the note to the court security officer who will bring it to my attention. I will then respond as promptly as possible, either in writing or by having you return to the courtroom so that I can address the question orally. I caution you, however, that with regard to any message or question you might send, you should never state or specify the jury's numerical division at the time. During deliberation, you are not to communicate with any other persons concerning the case unless given specific permission.

A verdict form has been prepared for your convenience. You will take the verdict form into the jury room and when you have reached an unanimous agreement, you will have the foreperson fill out the verdict form, date and sign it. You will then return to the courtroom where the verdict will be read and each of you will be asked individually if this is your verdict.

The verdict must represent the considered judgment of each juror. In order to return a verdict, it is necessary that each juror agree to it. In other words,



your verdict must be unanimous as to each claim. It is proper to add the caution that nothing said in these instructions and nothing in any verdict form is meant to suggest or convey in any way or manner any intimation as to what verdict I think you should find. Deciding what the verdict shall be is your sole and exclusive duty and responsibility.

It is your duty as jurors to consult with one another and to deliberate in an effort to reach agreement. Each of you must decide the case for yourself but only after an impartial consideration of the evidence with your fellow jurors. In the course of your deliberations, do not hesitate to reexamine your own views and change your opinion if you are convinced it is erroneous. But do not surrender your honest conviction as to the weight or effect of the evidence solely because of the opinion of your fellow jurors or the mere purpose of returning a verdict. You may now retire and commence your deliberations.

UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF VERMONT

Kristy Myers :  
Plaintiff, :  
 :  
v. : File No. 2:00-CV-85  
 :  
Wal-Mart Stores, Inc.; :  
Wal-Mart Stores East, :  
Inc., :  
Defendants :

Verdict Form

Please read and answer the following questions.

Fair Labor Standards Act Claim

1. Do you find that Wal-Mart required, knew or had reason to believe that Ms. Myers work for the benefit of the company and did not pay her for all such work?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

a. If your answer is "Yes" proceed to question 2.

b. If your answer was "No" proceed to question 3.

2. How many hours do you find that Wal-Mart required, knew or had reason to believe that Ms. Myers worked for the benefit of the company without being paid between March 3, 1998 and September 8, 1999?

Regular Hours:\_\_\_\_\_ Overtime Hours:\_\_\_\_\_

a. Do you find that Wal-Mart willfully violated the law in failing to pay Ms. Myers for hours that she worked.

Yes:\_\_\_\_\_ No:\_\_\_\_\_

1) If "No" then proceed to question 2b.

2) If "Yes" then how many hours do you find that Wal-Mart required, knew or had reason to believe that Ms. Myers worked overtime for the benefit of the company without being paid between March 3, 1997 and March 2, 1998?

Overtime Hours:\_\_\_\_\_

b. Based on the total amount of unpaid regular hours and overtime hours, state the amount of damages payable to Ms. Myers.

\$\_\_\_\_\_

c. Do you find that Wal-Mart acted with subjective good faith and objectively reasonable grounds for believing its acts or omissions giving rise to the

failure to pay Ms. Myers did not violate the Fair Labor Standards Act?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

d. If "No" to the preceding question then Ms. Myers is entitled to liquidated damages in an amount equal to her unpaid wages. Compute Ms. Myers total amount of damages including liquidated damages:

2 x (Amount in 2b above) = \$ \_\_\_\_\_

Now proceed to question 3.

Vermont Wage Statute

3. Do you find that Wal-Mart required, knew or had reason to believe that Ms. Myers performed work for the benefit of the company and did not pay her for such work?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

a. If "No" then proceed to question 4.

b. If "Yes" then how many hours do you find that Ms. Myers worked for the benefit of the company without being paid between January 7, 1997 and September 8, 1999.

Regular Hours: \_\_\_\_\_ Overtime Hours: \_\_\_\_\_

c. Based on the total amount of unpaid regular hours and overtime hours, state the amount of unpaid wages payable to Ms. Myers. Then proceed to question 4.

\$ \_\_\_\_\_

Defamation Claim

4. Do you find that Wal-Mart intentionally published a statement to a third person without privilege that was false and defamatory about Ms. Myers?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

a. If your answer is "Yes" then state the amount of damages you have found that Ms. Myers has proven were caused by her having been defamed. Then proceed to question 5.

\$ \_\_\_\_\_

b. If your answer is "No", proceed to question 5.

False Imprisonment Claim

5. Do you find that Wal-Mart intentionally and unlawfully restrained Ms. Myers' freedom on September 8, 1999.

Yes: \_\_\_\_\_ No: \_\_\_\_\_

a. If your answer is "Yes" then state the amount of damages you have found that Ms. Myers has proven were caused by her false imprisonment. Then proceed to question 6.

\$ \_\_\_\_\_

b. If your answer is "No", proceed to question 6.

Counterclaim Offset

6. Do you find that Ms. Myers signed the restitution note under duress or coercion?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Please have the foreperson sign the form below.

Date: \_\_\_\_\_

\_\_\_\_\_  
Foreperson