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March 14, 1989

FEDERAL EXPRESS

Mr. John McRainey

Ft. Worth, Tx

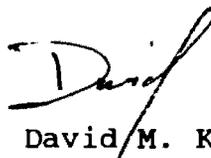
Dear John:

As we discussed last night, I am enclosing a copy of the complaint filed by Eugene Hasenfus. I look forward to your comments and to the names and addresses, if you have them, of the other participants.

In the next week, I will try and send you a draft affidavit based upon our conversation.

Thank you for assisting Southern Air in this matter.

Sincerely,



David M. Kirstein

Enclosure: Hasenfus Complaint

cc: William G. Langton

DMK/jw

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10 Attorneys for Plaintiffs  
11 EUGENE HASENFUS and SALLY HASENFUS

12 UNITED STATES DISTRICT COURT  
13 FOR THE SOUTHERN DISTRICT OF FLORIDA

14 EUGENE HASENFUS, an individual )  
15 and SALLY HASENFUS an )  
16 individual, )

17 Plaintiffs, )

18 v. )

19 RICHARD SECORD, an individual; )  
20 CORPORATE AIR SERVICES, a )  
21 Pennsylvania corporation; )  
22 SOUTHERN AIR TRANSPORT, a )  
23 Florida corporation; ALBERT )  
24 HAKIM, an individual, )

25 Defendants. )

NO. 88-1841-CIV-ATKINS

FIRST AMENDED COMPLAINT FOR  
DAMAGES FOR:

- (1) BREACH OF CONTRACT;
- (2) TORTIOUS BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING;
- (3) STRICT LIABILITY IN TORT;
- (4) NEGLIGENCE;
- (5) INTENTIONAL MISREPRESENTATION;
- (6) NEGLIGENT MISREPRESENTATION;
- (7) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
- (8) NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS;
- (9) CONVERSION

(DEMAND FOR JURY TRIAL)

1 Plaintiffs allege:

2 1. Jurisdiction in this case is based on diversity of  
3 citizenship under 28 USC section 1332. The amount in controversy  
4 exceeds \$10,000.00 exclusive of interest and costs. Venue is  
5 appropriate in this judicial district under 28 U.S.C. section  
6 1391 (a), in that the claims arise in this district, and under  
7 28 U.S.C. Section 1391 (c) with respect to the corporate  
8 Defendants who were doing business in this judicial district.

9 2. Plaintiffs EUGENE HASENFUS ("Hasenfus") and SALLY  
10 HASENFUS are individuals residing in the State of Wisconsin.  
11 Eugene and Sally Hasenfus are husband and wife.

12 3. Plaintiffs are informed and believe and thereon allege  
13 that defendant CORPORATE AIR SERVICES ("Corporate Air") is a  
14 corporation, organized and existing under the laws of the state  
15 of Pennsylvania, with its principal place of business in Florida  
16 and Central America.

17 4. Plaintiffs are informed and believe and thereon allege  
18 that defendant SOUTHERN AIR TRANSPORT ("Southern Air") is a  
19 corporation precisely organized and existing under the laws of  
20 the State of Florida with its principal place of business in  
21 Florida.

22 5. Plaintiffs are informed and believe and thereon allege  
23 that defendant RICHARD SECORD ("Secord") is an individual  
24 residing in the State of Virginia.

25 6. Plaintiffs are informed and believe and thereon allege  
26 that defendant ALBERT HAKIM ("Hakim") is an individual residing  
27 in the State of California.  
28

1           7. Plaintiffs are informed and believe and thereon allege  
2 that at all material times hereto defendants SECORD, HAKIM, and  
3 SOUTHERN AIR (the "controlling defendants") dominated and  
4 controlled Corporate Air as their mere instrumentality and alter  
5 ego and said defendants created such unity of interest and  
6 ownership and management between themselves and said corporation  
7 that any individuality or separateness of the controlling  
8 defendants and Corporate Air has ceased to exist.

9           8. Plaintiffs are further informed and believe and thereon  
10 allege that Corporate Air was organized and operated without  
11 sufficient capital or other sufficient basis of financial  
12 responsibility and that the controlling defendants used the  
13 corporate form of Corporate Air to evade contractual obligations  
14 and other liabilities and to accomplish other wrongful and  
15 inequitable purposes.

16           9. Justice and equity can best be served and fraud and  
17 unfairness can be avoided only by disregarding the separateness  
18 of the controlling defendants and Corporate Air.

19           10. Plaintiffs are informed and believe and based thereon  
20 allege that at all times material hereto each of the defendants  
21 was the agent of each of the other defendants acting within the  
22 course and scope of the agency, and that the acts and omissions  
23 of each of the defendants alleged herein were authorized and/or  
24 ratified by each of the remaining defendants. Plaintiffs are  
25 further informed and believe and based thereon allege that each  
26 of the defendants was a co-conspirator with each of the remaining  
27 defendants and was at all times material hereto acting in  
28 furtherance of said conspiracy as hereinafter alleged.

1 11. Plaintiffs are informed and believe and based thereon  
2 allege that William J. Cooper ("Cooper") was at all times  
3 mentioned herein until his death an agent and employee of the  
4 defendants herein acting within the course and scope of his  
5 agency and employment, and that the acts and omissions of Cooper  
6 alleged herein were authorized and/or ratified by each of the  
7 defendants.

8 12. Plaintiffs are informed and believe and based thereon  
9 allege that Richard Gadd ("Gadd") was at all times mentioned  
10 herein an agent and employee of the defendants herein acting  
11 within the course and scope of his employment and that the acts  
12 and omissions of Gadd alleged herein were authorized and/or  
13 ratified by each of the defendants.

14  
15 GENERAL ALLEGATIONS

16 13. In or about 1984, officials of the executive branch of  
17 the United States government unsuccessfully sought to obtain  
18 funding from the United States Congress for military and other  
19 assistance to so-called "Contra" forces opposing the Sandinista  
20 government in Nicaragua. Thereafter, certain of these officials  
21 embarked on a plan to obtain such funding for, and provide  
22 military and other assistance to, the Contras through a  
23 purportedly "private" network. The official with primary  
24 responsibility for overseeing this Contra assistance effort was  
25 a National Security Council aide named Lt. Col. Oliver North  
26 ("North") who operated out of Washington, D.C.

27 14. At the suggestion of the Director of the United States  
28 Central Intelligence Agency, North recruited defendant Secord to

1 help organize and run the Contra assistance operation. Secord  
2 and his business partner, defendant Hakim, created a private  
3 organization which they called the "Enterprise" to participate  
4 in the operation and in other covert activities on behalf of the  
5 United States. Secord and Hakim had a history of profiteering  
6 in arms transactions and undertook participation in the Contra  
7 assistance effort with the intent of deriving substantial profits  
8 for themselves from the provision of arms and military services  
9 to the Contras.

10 15. In the following months Secord and Hakim, acting as  
11 arms brokers, assisted Contra leaders in purchasing arms. In or  
12 about mid-1985, at North's suggestion, Secord, Hakim and others  
13 undertook to establish an air resupply program to deliver arms  
14 via air drops directly to Contra forces inside Nicaragua (the  
15 "Contra resupply operation" or "operation"). To that end,  
16 Secord, Hakim and Southern Air, through various entities they  
17 controlled, acquired a small fleet of planes to make the air  
18 drops, and recruited Gadd to help run the operation. Gadd  
19 recruited various members of the flight crews, including Cooper,  
20 and enlisted Cooper's assistance in further recruitment and other  
21 aspects of the operation.

22 16. The "enterprise" put together by Secord and Hakim had  
23 supply contracts with an organization called the Nicaraguan  
24 Humanitarian Assistance Organization which were carried out by  
25 Southern Air. Secord and Hakim had extensive involvement in  
26 running the "enterprise" and the Contra resupply operation.  
27 Plaintiffs are informed and believe that Florida was the point  
28 of departure for Nicaragua and headquarters for the operation.

1 17. In or about May, 1986, plaintiff Hasenfus was solicited  
2 by Cooper as an agent of defendants herein to work as an air  
3 freight specialist for the Contra resupply operation. An air  
4 freight specialist is a person who organizes and performs a range  
-5 of tasks relating to the loading, rigging, and unloading of  
6 material for such supply drops. An air freight specialist is  
7 sometimes referred to as a "kicker" since one of the functions  
8 he performs is the act of pushing the supplies out of the  
9 airplane at the dropsite.

10 18. Cooper told Hasenfus that the Contra resupply operation  
11 was being run by Southern Air, a company which Hasenfus knew had  
12 been involved (along with the U.S. Central Intelligence Agency)  
13 in "Air America." Air America, in which Hasenfus and Cooper had  
14 participated, was a supply operation in Southeast Asia during the  
15 Vietnam War. Cooper told Hasenfus that, in return for working  
16 as an air freight specialist on the Contra supply flights,  
17 Hasenfus would be paid a base salary of \$3,000 per month plus  
18 \$750 per flight, room and board and all related expenses. Cooper  
19 told Hasenfus that defendants said that the Contra resupply  
20 operation was "just like Air America" -- which used first class  
21 equipment, organization and support -- and that Hasenfus would  
22 be performing the same services for the Contra resupply operation  
23 as he had for Air America.

24 19. Cooper further represented to Hasenfus that the Contra  
25 resupply operation was being run "right out of the back door of  
26 White House," and was a United States government operation.  
27 Hasenfus was led to believe that the persons who were running the  
28 Contra resupply operation were doing so out of patriotism and for

1 the purpose of furthering the cause of the Contras, which was a  
2 fight against communism for the good of both the Nicaraguan  
3 people and the United States.

4 20. Based on the foregoing representations in part,  
5 Hasenfus left his home in Wisconsin and, in or about July, 1986  
6 flew to Florida for the purpose of undertaking participation in  
7 the Contra resupply operation. In Florida, Hasenfus visited the  
8 facilities of Southern Air and was introduced to a number of  
9 Southern Air employees. At that time, Cooper informed Hasenfus  
10 that, for purposes of participating in the Contra resupply  
11 operation, Hasenfus would become an employee of Corporate Air,  
12 which had been set up by Southern Air as a "front" company for  
13 the operation. Corporate Air was a phantom company which  
14 operated in and about the offices of Southern Air in Miami.

15 21. During this trip to Florida, Hasenfus had a series of  
16 meetings with Cooper and others regarding the Contra resupply  
17 operation and Hasenfus' participation therein. At one of these  
18 meetings, in or about July, 1986, Hasenfus signed an employment  
19 agreement with Corporate Air on the terms set forth above (the  
20 "Employment Agreement"). Despite repeated requests, Hasenfus  
21 has never been provided with a copy of the Employment Agreement.

22 22. Subsequently, Hasenfus flew to a base camp in El  
23 Salvador from which some of the Contra supply flights were run.  
24 From late July to early October, 1986, Hasenfus spent most of  
25 his time living near the base in El Salvador and another base in  
26 Honduras from which Contra supply flights were also run. During  
27 this period, Hasenfus flew on numerous flights over Nicaragua in  
28

1 his capacity as air freight specialist for the Contra resupply  
2 operation.

3 23. Although Hasenfus' nominal employer was Corporate Air,  
4 Southern Air, Secord and Hakim substantially ran the Contra  
5 resupply operation. Among other things, Southern Air operated  
6 a warehouse and equipment shed at the base in El Salvador;  
7 provided most of the supplies and some of the money used in the  
8 operation; performed the maintenance on the aircraft used for the  
9 supply drops, and supplied at least one of those aircraft;  
10 stationed numerous employees at the base; and engaged in numerous  
11 and regular communications with various participants in the  
12 supply operation. In addition, Southern Air provided the tickets  
13 for Hasenfus' trips to El Salvador; paid for Hasenfus' hotel  
14 accommodations in Miami when he was there on business; and  
15 assisted in the handling of supplies for Hasenfus. Southern Air  
16 also directly made some of the first supply drops in Nicaragua  
17 using its own airplanes and flight crews, and was part owner of  
18 Amalgamated Commercial Enterprises, a Panamanian corporation set  
19 up to hold title to some of the other airplanes used in the  
20 resupply operation.

21 24. Contrary to defendant's representations as set forth  
22 above, the Contra resupply operation was not anything like Air  
23 America. The airplanes and equipment used in the Contra resupply  
24 operation were not "state of the art" cargo planes such as Air  
25 America used but rather were antiquated aircraft which were  
26 poorly equipped and maintained. Many of the aircraft used in the  
27 resupply operation had problems with their wiring and had gauges  
28 and navigation systems that did not work. The aircraft were not

1 equipped with adequate defense systems which would allow them to  
2 avoid heat-seeking anti-aircraft missiles. Instead of taking  
3 steps to care for the safety of Hasenfus and other employees,  
4 defendants, while accumulating large profits from the operation,  
5 ignored basic safety considerations.

6 25. In fact, defendants intentionally refused to supply  
7 parachutes to Hasenfus and others, apparently so that there would  
8 be no survivors in the event of a crash. Attempts by employees  
9 to order parachutes for themselves were hampered by defendants,  
10 although parachutes for the supplies were accumulated on almost  
11 a daily basis. Hasenfus was forced to secure his own parachute  
12 at his own expense, and was only reimbursed after repeated  
13 requests.

14 26. Hasenfus and others who flew on supply missions were  
15 not even furnished with the most basic safety and survival  
16 equipment such as survival radios. Hasenfus and other  
17 participants in the Contra resupply operation commented to Cooper  
18 and other representatives of defendants about the inadequate  
19 equipment and supplies and requested additional and better  
20 equipment. Defendants, through Cooper and others, reassured  
21 Hasenfus and induced him to continue his participation in the  
22 resupply operation by indicating that the problems were temporary  
23 and would soon be remedied. Specifically, Cooper and others  
24 informed Hasenfus that additional money would soon be available  
25 and would be used to acquire additional and better equipment.  
26 One of the specific pieces of equipment discussed by Hasenfus and  
27 others was an automatic radar-based system to defend against  
28 heat-seeking missiles.

1           27. Hasenfus took what steps he could to improve the  
2 condition and safety of the aircraft. To facilitate emergency  
3 exit from the aircraft, Hasenfus personally reset the doors and  
4 had a Southern Air employee drill holes to serve as shackles  
5 needed as safety precautions for the air drops. As subsequent  
6 events would prove, these alterations were of critical  
7 importance.

8           28. At one point during the operation, a dispute arose  
9 between Cooper and another agent of the defendants, Felix  
10 Rodriguez aka Max Gomez ("Gomez"), over who was going to control  
11 the Nicaraguan operations of the enterprise. Plaintiffs are  
12 informed and believe and based thereon allege that Cooper and  
13 Gomez thereafter flew to Washington, D.C. to have the issue  
14 resolved.

15           29. On October 5, 1986, while on a supply mission within  
16 the course and scope of their employment by defendants, Hasenfus,  
17 Cooper and two others were shot down over Nicaragua. The plane  
18 in which Hasenfus and the others were flying did not have an  
19 adequate defense system which would allow it to avoid the heat-  
20 seeking missile that hit the plane. The presence of such a  
21 system very probably would have prevented the destruction of the  
22 plane and the subsequent events.

23           30. All persons on board the plane except Hasenfus perished  
24 in the crash. Hasenfus was able to escape through the cargo door  
25 and parachute from the plane but was ill-prepared to protect  
26 himself from capture. As a direct and proximate result of  
27 defendants' failure to provide adequate defense and survival  
28

1 equipment, Hasenfus was captured, imprisoned and mentally  
2 tortured for three months in a Nicaraguan jail.

3 31. Following Hasenfus' capture, officials of Southern Air,  
4 Secord, Hakim and the United States denied any responsibility  
5 for, knowledge of or association with Hasenfus. During the  
6 months of his incarceration, Hasenfus was continually confronted  
7 with statements by the United States government and others that  
8 denied any association with him. The immense emotional distress  
9 of Hasenfus' months in the Nicaraguan prison were greatly  
10 intensified by his employers' failure to provide him with any  
11 backing or support.

12 32. Plaintiffs are informed and believe and based thereon  
13 allege that after Hasenfus' capture, representatives of the  
14 defendants promised officials of the United States government  
15 that the defendants would reimburse plaintiffs for all expenses  
16 incurred by plaintiffs in connection with Hasenfus' capture,  
17 detention and trial in Nicaragua, including legal fees and costs.  
18 Officials of the United States government, on behalf of the  
19 defendants, made telephone calls from Washington, D.C., and  
20 informed Sally Hasenfus and others of these promises and  
21 dissuaded them from promoting a defense fund which had been  
22 formed to help defray plaintiffs' expenses. Sally Hasenfus acted  
23 in reliance on the promises and representations of the defendants  
24 by refraining from supporting or promoting the defense fund.  
25 Notwithstanding their promises and representations, the  
26 defendants have failed and refused to reimburse plaintiffs for  
27 any of their expenses.



1 37. Plaintiffs are informed and believe and on the basis  
2 of such information believe allege that in entering into the  
3 Employment Agreement with Hasenfus, Corporate Air acted as agent  
4 for various principals including defendants Southern Air, Secord  
5 and Hakim, all of whom are jointly and severally liable to  
6 Hasenfus under the Employment Agreement.

7 38. Hasenfus performed all obligations and conditions to  
8 be performed by him under the Employment Agreement. Defendants  
9 breached said contract by, inter alia:

10 (a) Failing and refusing to pay Hasenfus his \$3,000 from  
11 and after September, 1986, although Hasenfus' employment  
12 continued at least through December, 1986;

13 (b) Failing and refusing to pay Hasenfus the \$750 per  
14 flight for certain flights he made under the contract; and

15 (c) Failing and refusing to pay Hasenfus for all related  
16 expenses incurred as the result of his employment.

17 39. As a direct and proximate result of the foregoing  
18 breaches by defendants of the Employment Agreement, plaintiff  
19 Eugene Hasenfus has been injured and damaged in an amount which  
20 cannot presently be ascertained precisely but which is in excess  
21 of the jurisdictional minimum of this Court.

22 40. As set forth in paragraphs 31 and 32 above, defendants  
23 also breached their further specific agreement to pay plaintiffs'  
24 expenses in connection with Hasenfus' capture, detention and  
25 trial in Nicaragua -- promises on which plaintiffs relied to  
26 their detriment. As a direct and proximate result, plaintiffs  
27 have been injured and damaged in an amount which cannot presently  
28

1 be ascertained precisely but which exceeds the jurisdictional  
2 minimum of this Court.

3  
4 SECOND CAUSE OF ACTION

5 (Tortious Breach of Implied Covenant of  
6 Good Faith and Fair Dealing Against All Defendants)

7 41. Plaintiffs reallege and incorporate herein, as though  
8 set forth in full hereunder, each and every allegation contained  
9 in paragraphs 1 through 38 above inclusive.

10 42. The Employment Agreement contained an implied covenant  
11 of good faith and fair dealing whereby each of the parties agreed  
12 to cooperate with the other to realize the aims of the contract,  
13 and to refrain from any conduct which would deny to the other the  
14 intended benefits of the contract. In particular, the defendants  
15 impliedly agreed that they would provide the best and safest  
16 equipment available for the missions over Nicaragua, and further,  
17 that they would provide full backing and support for Hasenfus and  
18 his family if Hasenfus were shot down and captured in Nicaragua.

19 43. Defendants breached the foregoing covenant of good  
20 faith and fair dealing by, among other things, failing and  
21 refusing to provide Hasenfus with proper aircraft and equipment  
22 including, but not limited to, refusing to provide parachutes so  
23 that in the event of a crash there would be no survivors; denying  
24 any association with or knowledge of Hasenfus after his capture;  
25 failing and refusing to assist in Hasenfus' defense, or to pay  
26 Hasenfus' legal and other expenses; and failing and refusing to  
27 pay Hasenfus for his last flight or his months of incarceration  
28 in Nicaragua.







1 58. Plaintiffs are informed and believe and based thereon  
2 allege that at the time the foregoing representations and  
3 omissions were made, defendants knew of their false and  
4 misleading nature and made them with the intent to defraud and  
5 deceive Hasenfus and induce him to participate in the Contra  
6 resupply operation.

7 59. At all times material hereto, plaintiffs were ignorant  
8 of the falsity of the foregoing misrepresentations and omissions  
9 by defendants, and reasonably relied thereon. Defendants'  
10 misrepresentations and omissions were material in that, had  
11 Hasenfus known the true facts he would not have participated in  
12 the Contra resupply operation.

13 60. As a direct and proximate result of the foregoing  
14 conduct by defendants, plaintiffs have been injured and damaged  
15 in an amount which they cannot presently ascertain precisely but  
16 which exceeds the jurisdictional minimum of this Court including  
17 but not limited to out-of-pocket losses in excess of \$50,000 and  
18 substantial emotional distress and embarrassment.

19 61. Plaintiffs are informed and believe and based thereon  
20 allege that in doing the acts set forth herein defendants acted  
21 with premeditation, oppression, fraud and malice, or with  
22 reckless disregard for plaintiffs' rights, and that defendants  
23 Southern Air and Corporate Air, through their officers and  
24 directors ratified the conduct alleged hereinabove. Plaintiff  
25 is therefore entitled to an award of punitive damages against  
26 defendants and each of them in an amount sufficient to punish  
27 Defendants for their acts as alleged herein.

28



1 Defendants took advantage of Hasenfus and exploited his services  
2 in this manner without his knowledge or consent and to  
3 plaintiffs' considerable detriment and embarrassment.

4 (b) Defendants pretended that there were insufficient funds  
5 available to provide better and safer aircraft and equipment when  
6 in fact substantial monies which could have been used for these  
7 purposes were diverted for the personal benefit and account of  
8 some or all of the defendants.

9 (c) Defendants intentionally refused to recognize or defend  
10 Hasenfus when he was captured in Nicaragua, and thereby caused  
11 Hasenfus to feel that he had been abandoned and left to face his  
12 ordeal alone.

13 67. By reason of the conduct described above, defendants  
14 caused injury to Sally and Eugene Hasenfus and their children  
15 including shock to their nervous systems, severe emotional  
16 distress, anxiety and embarrassment and plaintiffs should be  
17 compensated in an amount to be shown at trial.

18 68. Plaintiffs are informed and believe and based thereon  
19 allege that in doing the acts set forth herein defendants acted  
20 with premeditation, oppression, fraud and malice, or with  
21 reckless disregard for plaintiffs' rights, and that defendants  
22 Southern Air and Corporate Air, through their officers and  
23 directors ratified the conduct alleged hereinabove. Plaintiffs  
24 are therefore entitled to an award of punitive damages against  
25 defendants, and each of them, in an amount sufficient to punish  
26 Defendants for their acts as alleged herein.

1 EIGHTH CAUSE OF ACTION

2 (Negligent Infliction of Emotional  
3 Distress Against All Defendants)

4 69. Plaintiffs reallege and incorporate herein by reference  
5 each and every allegation contained in paragraphs 1 through 63  
6 above, inclusive, as though set forth in full hereunder.

7 70. Defendants negligently caused plaintiffs emotional  
8 distress by, among other things: (a) inducing Hasenfus by  
9 intentional or negligent misrepresentations and omissions to  
10 participate in the Contra resupply operation under false  
11 pretenses; (b) negligently failing to provide Hasenfus with safe  
12 and adequate aircraft and equipment; (c) making substantial  
13 profits on Hasenfus' services without his knowledge or consent,  
14 thereby causing him to feel exploited; (d) failing and refusing  
15 to acknowledge, defend or assist Hasenfus after his capture in  
16 Nicaragua.

17 71. In engaging in all of the foregoing conduct, defendants  
18 breached their duties to plaintiffs. It was reasonably  
19 foreseeable that defendants' failure to fulfill their duties to  
20 plaintiffs would cause plaintiffs and their children severe  
21 emotional distress.

22 72. As a direct and proximate result of the foregoing  
23 conduct by defendants, plaintiffs and their children suffered  
24 injuries and damages including shock to their nervous systems,  
25 severe emotional distress and embarrassment. Plaintiffs damages  
26 cannot presently be ascertained precisely but which exceeds the  
27 jurisdictional minimum of this Court.  
28



1 damages for the sake of example and by way of punishing  
2 defendants for their acts as alleged herein.

3 WHEREFORE, Plaintiff prays for judgment against defendants  
4 and each of them as follows:

5 1. For general, special and consequential damages in an  
6 amount not less than the jurisdictional minimum of this Court.

7 2. For exemplary damages according to proof in an amount  
8 sufficient to punish Defendants for their acts as alleged herein.

9 3. For their costs of suit incurred herein.

10 4. For such other and further relief as the Court may deem  
11 just and proper.

12 5. Plaintiff demands a Trial by Jury.

13  
14 DATED: November 29, 1988.

STRANGE & HOEY

15  
16 By   
17 Brian R. Strange

18 Attorneys for Plaintiffs  
19 EUGENE HASENFUS and  
20 SALLY HASENFUS

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PLAINTIFFS' DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial by jury.

DATED: November 29, 1988

STRANGE & HOEY  
BRIAN R. STRANGE

By:   
Brian R. Strange

Attorneys for Plaintiffs  
EUGENE HASUNFUS and  
SALLY HASENFUS