

ORIGINAL

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

DAWN V. MARTIN,

Plaintiff,

v.

HOWARD UNIVERSITY, et al.,

Defendants.

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) **No. 99-1175 (TFH)**
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VERDICT FORM

AS JURORS, YOU MUST EACH UNANIMOUSLY AGREE ON THE ANSWERS TO EACH OF THE FOLLOWING QUESTIONS. ONCE YOU HAVE COMPLETED THIS VERDICT FORM, IT MUST BE SIGNED AND DATED BY THE JURY FOREPERSON.

HOSTILE WORK ENVIRONMENT

1. Did the Plaintiff prove by a preponderance of the evidence that:
 - a. Mr. Harrison subjected her to conduct that was sufficiently severe or pervasive to alter the terms and conditions of her employment?
 YES NO
 - b. Mr. Harrison's conduct was unwelcome?
 YES NO
 - c. Mr. Harrison's conduct was sexual in nature or because of Plaintiff's gender?
 YES NO
 - d. Howard University knew or should have known of the alleged conduct?
 YES NO
 - e. Howard University failed to take proper remedial action that was reasonably

calculated to end the harassment?

YES NO

If you answered "NO" to any of the above questions, you have found for the Defendant Howard University on the hostile work environment claim and should go to Question 5.

If you answered "YES" to all of the above questions, go to Question 2.

2. Did Plaintiff prove by a preponderance of the evidence that she suffered damages as a result of Mr. Harrison's conduct?

YES NO

If you answered "NO," you have found for the Defendant Howard University on the hostile work environment claim and should go to Question 5.

If you answered "YES" go to Question 3.

3. Did Howard University prove by a preponderance of the evidence that it exercised reasonable care to prevent or correct any sexually harassing behavior by Mr. Harrison?

YES NO

If you answered "YES," you have found for the Defendant Howard University on the hostile work environment claim and should go to Question 5.

If you answered "NO," you have found for the Plaintiff Dawn Martin on the hostile work environment claim, and should go to Question 4.

4. State the amount of compensatory damages, if any, that Plaintiff proved she is entitled to based on her hostile work environment claim.

\$ _____ (State the amount or, if none, write the word "none.")

RETALIATION: APT COMMITTEE RECOMMENDATION

5. Did the Plaintiff prove by a preponderance of the evidence that:

a. She was engaged in legally protected activity when she notified the Dean's office of Mr. Harrison's conduct?

_____ YES NO

b. Howard University knew of her behavior that constituted legally protected activity?

_____ YES NO

c. After learning of the Plaintiff's protected activity, the Appointments, Promotion and Tenure Committee of Howard University Law School (hereinafter, "APT Committee") intentionally retaliated against Plaintiff because of her protected activity and that the protected activity was a substantial factor in the APT Committee's failure to recommend Plaintiff for the EEO/Labor Law tenure track position?

_____ YES NO

If you answered "NO" to any of the above questions, you have found for Defendant Howard University on the first retaliation claim and should go to Question 8.

If you answered "YES" to all of the above questions, go to Question 6.

6. Did Howard University produce evidence of legitimate, non-retaliatory reasons for the APT Committee's decision not to recommend Plaintiff for the EEO/Labor Law position but to instead recommend Professor Cunningham?

YES NO

If you answered "YES" to this question, you should go to Question 7.

If you answered "NO" to this question, you have found for Plaintiff Dawn Martin on the first retaliation claim and should go to Question 8.

7. Did the Plaintiff prove by a preponderance of the evidence that the legitimate, non-retaliatory reasons offered by Howard University were false and pretextual or that the real and motivating reason for the APT Committee's recommendation of Professor Cunningham as opposed to Plaintiff was retaliation?

YES NO

If you answered "YES" to this question, you have found for Plaintiff Dawn Martin on the first retaliation claim.

If you answered "NO" to this question, you have found for Defendant Howard University on the first retaliation claim.

Go to Question 8.

RETALIATION: MAY 1998 ORDER TO VACATE OFFICE

8. Did Plaintiff prove by a preponderance of the evidence that:

a. She was engaged in legally protected activity when she notified the Dean's office of Mr. Harrison's conduct?

YES NO

b. Howard University knew of her behavior that constituted legally protected activity?

YES NO

c. Associate Dean Newsom's May 1998 letter to Plaintiff ordering Plaintiff to return her keys to her office and leave her office in June 1998 constituted an adverse employment action?

YES NO

d. After learning of the Plaintiff's protected activity, Associate Dean Newsom intentionally retaliated against Plaintiff because of her protected activity and that the protected activity was a substantial factor in sending the May 1998 letter to Plaintiff ordering Plaintiff to return her keys to her office and leave her office in June 1998?

YES NO

If you answered "NO" to any question above, you have found for Defendant Howard University on the second retaliation claim and should go to Question 11.

If you answered "YES" to all of the questions above, go to Question 9.

9. Did Howard University produce evidence of a legitimate non-retaliatory reason for Associate Dean Newsom's letter ordering Plaintiff to return her keys and vacate her office?
- _____ YES _____ NO

If you answered "YES" to this question, go to Question 10.

If you answered "NO" to this question you have found for Plaintiff Dawn Martin on the second retaliation claim, and should go to Question 11.

10. Did the Plaintiff prove, by a preponderance of the evidence, that the legitimate, non-retaliatory reasons offered by Howard were false and pretextual or that the real motivating reason for Associate Dean Newsom's letter was retaliation?
- _____ YES _____ NO

If you answered "YES," you have found for Plaintiff Dawn Martin on the second retaliation claim.

If you answered "NO," you have found for Defendant Howard University on the second retaliation claim.

Go to Question 11.

BREACH OF CONTRACT

11. Did the Plaintiff prove by a preponderance of the evidence that Professor Taslitz promised her that her employment with the University would continue after the expiration of her two-year visitorship, either by giving her a tenure-track position or by renewing her visitorship until a tenure-track position became available?
- _____ YES ~~_____ NO~~

If you answered "YES" go to Question 12.

If you answered "NO," you have found for Defendant Howard University on the breach of contract claim and your deliberations are complete. The jury foreperson should sign and date this Verdict Form and you should notify the Court's courtroom deputy, Mr. Smith.

12. Did the Plaintiff prove by a preponderance of the evidence that Professor Taslitz had the actual or apparent authority to enter into a binding employment agreement on behalf of Howard University?

YES NO

If you answered "YES" go to Question 13.

If you answered "NO" you have found for Defendant Howard University on the breach of contract claim and your deliberations are complete. The jury foreperson should sign and date this Verdict Form and you should notify the Court's courtroom deputy, Mr. Smith.

13. Did the Plaintiff prove by a preponderance of the evidence that the oral promises made by Professor Taslitz could be performed within one year?

YES NO

If you answered "YES" go to Question 14.

If you answered "NO" you have found for Defendant Howard University on the breach of contract claim and your deliberations are complete. The jury foreperson should sign and date this Verdict Form and you should notify the Court's courtroom deputy, Mr. Smith.

14. Did the Plaintiff prove by a preponderance of the evidence that she and Professor Taslitz agreed upon the essential terms of her employment after the expiration of her two-year visitorship?

YES NO

If you answered "YES" go to Question 15.

If you answered "NO," you have found for Defendant Howard University on the breach of contract claim and your deliberations are complete. The jury foreperson should sign and date this Verdict Form and you should notify the Court's courtroom deputy, Mr. Smith.

15. Did the Plaintiff prove by a preponderance of the evidence that Howard University breached a contract with Plaintiff when the University declined to offer Plaintiff a tenure track position and failed to renew her visitorship when her two-year visitorship expired?

YES NO

If you answered "YES," you have found for Plaintiff Dawn Martin on the breach of contract claim.

If you answered "NO," you have found for Defendant Howard University on the breach of contract claim.

Your deliberations are complete. The jury foreperson should sign and date this Verdict Form and you should notify the Court's courtroom deputy, Mr. Smith.

Jury Foreperson

4/28/06
Date