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MAR 15 2018

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

CLERK, U.S. DISTRICT COURT  
Duluth, MINNESOTA

SHANNON MILLER,

Case No. 15-CV-3740 (PJS/LIB)

Plaintiff,

v.

SPECIAL VERDICT FORM

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF MINNESOTA,

Defendant.

We, the jury in the above-entitled action, give these answers to the following questions:

**Sex Discrimination**

1. Was Shannon Miller's sex a motivating factor in UMD's decision not to offer her a new employment contract?

Yes   X   No \_\_\_\_\_

*If you answered "Yes" to Question No. 1, answer Question No. 2.  
If you answered "No" to Question No. 1, skip Question No. 2 and  
proceed to Question No. 3.*

2. Would UMD have decided not to offer Ms. Miller a new employment contract regardless of her sex?

Yes   X   No \_\_\_\_\_

*Proceed to Question No. 3.*

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**Retaliation**

3. Did Ms. Miller complain to UMD about unequal treatment of the women's hockey program as compared to the men's hockey program?

Yes   X   No \_\_\_\_\_

*If you answered "Yes" to Question No. 3, answer Question No. 4.  
If you answered "No" to Question No. 3, skip Question Nos. 4  
and 5 and proceed to the "Damages" section on page 3.*

4. Did Ms. Miller reasonably and in good faith believe that UMD's treatment of the men's and women's hockey programs violated Title IX?

Yes   X   No \_\_\_\_\_

*If you answered "Yes" to Question No. 4, answer Question No. 5.  
If you answered "No" to Question No. 4, skip Question No. 5 and  
proceed to the "Damages" section on page 3.*

5. If Ms. Miller had not complained of unequal treatment of the men's and women's hockey programs, would UMD have offered her a new contract?

Yes   X   No \_\_\_\_\_

*Proceed to the "Damages" section on page 3.*

**Damages**

*If you answered "Yes" to either Question No. 1 or Question No. 5 (or both), answer Question Nos. 6 and 7.*

*If you answered "No" to Question No. 1 and you answered "No" to (or did not answer) Question No. 5, your deliberations are concluded. Skip Question Nos. 6 and 7 and have your foreperson sign and date the verdict form below.*

6. What amount of money did Ms. Miller prove, in accordance with Instruction Nos. 17-20, would fairly and adequately compensate her for:

Lost past wages and benefits: \$ 744,832

Other past damages: \$ 3,000,000

Other future damages (not including future wages and benefits): \$ \_\_\_\_\_

7. If UMD had offered Ms. Miller a new contract, would Ms. Miller's employment with UMD have ended before the date of your verdict?

Yes \_\_\_\_\_ No X

*Have the foreperson sign and date the verdict form below.*

**SIGNATURE REDACTED**  
**SIGNATURE REDACTED**

3/15/2018  
Date