

JURY VERDICT FORM

Discriminatory Treatment Claims

Do you find that:

Racial Discrimination in Sales Territory/Clients

1. A. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Fritz Eisenhart** discriminated against her because of her race in violation of Section 1981 and the New York City Human Rights Law by assigning Ms. Belabbas less favorable sales territory/clients? (See *Jury Instructions: Sections III.E., III.F., and III.I.*)

Yes _____

No _____

- B. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Gilles Toulemonde** discriminated against her because of her race in violation of Section 1981 and the New York City Human Rights Law by assigning Ms. Belabbas less favorable sales territory/clients? (See *Jury Instructions: Sections III.E., III.F., and III.I.*)

Yes _____

No _____

If you have answered “Yes” to either A or B above, then you have also found that Inova Software, Inc. discriminated against the Plaintiff because of her race. Conversely, if you have answered “No” to both A and B above, then you have found that Inova Software, Inc. has not discriminated against the Plaintiff because of her race.

National Origin Discrimination in Sales Territory/Clients

2. A. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Fritz Eisenhart** discriminated against her because of her national origin in violation of the New York City Human Rights Law by assigning Ms. Belabbas less favorable sales territory/clients? (See *Jury Instructions: Sections III.G. and III.I.*)

Yes _____

No _____

- B. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Gilles Toulemonde** discriminated against her because of her national origin in violation of the New York City Human Rights Law by assigning Ms. Belabbas less favorable sales territory/clients? (See *Jury Instructions: Sections III.G. and III.I.*)

Yes _____

No _____

If you have answered “Yes” to either A or B above, then you have also found that Inova Software, Inc. discriminated against the Plaintiff because of her national origin.

Conversely, if you have answered “No” to both A and B above, then you have found that Inova Software, Inc. has not discriminated against the Plaintiff because of her national origin.

Gender Discrimination in Sales Territory/Clients

3. A. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Fritz Eisenhart** discriminated against her because of her gender in violation of the New York City Human Rights Law by assigning Ms. Belabbas less favorable sales territory/clients? *(See Jury Instructions: Sections III.G. and III.I.)*

Yes _____

No _____

B. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Gilles Toulemonde** discriminated against her because of her gender in violation of the New York City Human Rights Law by assigning Ms. Belabbas less favorable sales territory/clients? *(See Jury Instructions: Sections III.G. and III.I.)*

Yes _____

No _____

If you have answered “Yes” to either A or B above, then you have also found that Inova Software, Inc. discriminated against the Plaintiff because of her gender. Conversely, if you have answered “No” to both A and B above, then you have found that Inova Software, Inc. has not discriminated against the Plaintiff because of her gender.

Ethnicity Discrimination in Sales Territory/Clients

4. A. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Fritz Eisenhart** discriminated against her because of her ethnicity in violation of the New York City Human Rights Law by assigning Ms. Belabbas less favorable sales/clients? *(See Jury Instructions: Sections III.G. and III.I.)*

Yes _____

No _____

B. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Gilles Toulemonde** discriminated against her because of her ethnicity in violation of the New York City Human Rights Law by assigning Ms. Belabbas less favorable sales territory/clients? *(See Jury Instructions: Sections III.G. and III.I.)*

Yes _____

No _____

If you have answered “Yes” to either A or B above, then you have also found that Inova Software, Inc. discriminated against the Plaintiff because of her ethnicity. Conversely, if you have answered “No” to both A and B above, then you have found that Inova Software, Inc. has not discriminated against the Plaintiff because of her ethnicity.

Termination Claims

Do you find that:

Race Motivated Termination

5. A. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Fritz Eisenhart** discriminated against her because of her race in violation of Section 1981 and the New York City Human Rights Law by terminating her employment? (*See Jury Instructions: Sections III.F., III.G., and III.H.*)

Yes _____

No _____

- B. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Gilles Toulemonde** discriminated against her because of her race in violation of Section 1981 and the New York City Human Rights Law by terminating her employment? (*See Jury Instructions: Sections III.F., III.G., and III.H.*)

Yes _____

No _____

If you have answered “Yes” to either A or B above, then you have also found that Inova Software, Inc. discriminated against the Plaintiff because of her race. Conversely, if you have answered “No” to both A and B above, then you have found that Inova Software, Inc. has not discriminated against the Plaintiff because of her race.

National Origin Motivated Termination

6. A. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Fritz Eisenhart** discriminated against her because of her national origin in violation of the New York City Human Rights Law by terminating her employment? (*See Jury Instructions: Sections III.G. and III.H.*)

Yes _____

No _____

- B. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Gilles Toulemonde** discriminated against her because of her national origin in violation of the New York City Human Rights Law by terminating her employment? (*See Jury Instructions: Sections III.G. and III.H.*)

Yes _____

No _____

If you have answered “Yes” to either A or B above, then you have also found that Inova Software, Inc. discriminated against the Plaintiff because of her national origin. Conversely, if you have answered “No” to both A and B above, then you have found that Inova Software, Inc. has not discriminated against the Plaintiff because of her national origin.

Gender Motivated Termination

7. A. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Fritz Eisenhart** discriminated against her because of her gender in violation of the New York City Human Rights Law by terminating her employment? (*See Jury Instructions: Sections III.G. and III.H.*)

Yes_____

No_____

B. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Gilles Toulemonde** discriminated against her because of her gender in violation of the New York City Human Rights Law by terminating her employment? (*See Jury Instructions: Sections III.G. and III.H.*)

Yes_____

No_____

If you have answered “Yes” to either A or B above, then you have also found that Inova Software, Inc. discriminated against the Plaintiff because of her gender. Conversely, if you have answered “No” to both A and B above, then you have found that Inova Software, Inc. has not discriminated against the Plaintiff because of her gender.

Disability Motivated Termination

8. A. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Fritz Eisenhart** discriminated against her because of her disability in violation of the New York City Human Rights Law by terminating her employment? (*See Jury Instructions: Section III.L.*)

Yes_____

No_____

B. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Gilles Toulemonde** discriminated against her because of her disability in violation of the New York City Human Rights Law by terminating her employment? (*See Jury Instructions: Section III.L.*)

Yes _____

No _____

If you have answered “Yes” to either A or B above, then you have also found that Inova Software, Inc. discriminated against the Plaintiff because of her disability. Conversely, if you have answered “No” to both A and B above, then you have found that Inova Software, Inc. has not discriminated against the Plaintiff because of her disability.

Ethnicity Motivated Termination

9. A. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Fritz Eisenhart** discriminated against her because of her ethnicity in violation of the New York City Human Rights Law by terminating her employment? (*See Jury Instructions: Sections III.G. and III.H.*)

Yes _____

No _____

B. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Gilles Toulemonde** discriminated against her because of her ethnicity in violation of the New York City Human Rights Law by terminating her employment? (*See Jury Instructions: Sections III.G. and III.H.*)

Yes _____

No _____

If you have answered “Yes” to either A or B above, then you have also found that Inova Software, Inc. discriminated against the Plaintiff because of her ethnicity. Conversely, if you have answered “No” to both A and B above, then you have found that Inova Software, Inc. has not discriminated against the Plaintiff because of her ethnicity.

Retaliation Claims

Do you find that:

10. A. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Fritz Eisenhart** retaliated against her in violation of **Section 1981**? (*See Jury Instructions: Section III.K.*)

Yes _____

No _____

B. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Fritz Eisenhart** retaliated against her in violation of **the New York City Human Rights Law**? (See *Jury Instructions: Section III.K.*)

Yes _____

No _____

C. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Gilles Toulemonde** retaliated against her in violation of **Section 1981**? (See *Jury Instructions: Section III.K.*)

Yes _____

No _____

D. Ms. Belabbas has proved by a preponderance of the evidence that **Mr. Gilles Toulemonde** retaliated against her in violation of **the New York City Human Rights Law**? (See *Jury Instructions: Section III.K.*)

Yes _____

No _____

If you have answered “Yes” to either A, B, C, or D above, then you have also found that Inova Software, Inc. retaliated against the Plaintiff. Conversely, if you have answered “No” to A, B, C, and D above, then you have found that Inova Software, Inc. has not retaliated against the Plaintiff.

Damages

If you have answered “Yes” to any of the above Questions 1-10 and subparts, please continue on to Question 11 below. If you have answered “No” to ALL of the above questions, you shall not answer the following questions.

A. Economic Damages

11. Do you find that Ms. Belabbas has proved by a preponderance of the evidence that she has suffered economic damages because the Defendant(s) discriminated on the basis of her race, gender, national origin, and/or disability, or retaliated against her for protected activity?

Yes _____

No _____

Back Pay: (See *Jury Instructions: Section IV.B.*)

12. A. How much money, if any, do you award Ms. Belabbas in back pay damages total?

\$ _____

- B. How much money, if any, do you award Ms. Belabbas in back pay damages for Defendant(s) decision to assign her a less favorable sales territory and/or clients?

\$ _____

- C. How much money, if any, do you award Ms. Belabbas in back pay damages for Defendants' decision to terminate her employment?

\$ _____

- D. How much of the back pay damages should be paid by **Mr. Eisenhart**?

\$ _____

- E. How much of the back pay damages should be paid by **Mr. Toulemonde**?

\$ _____

- F. How much of the back pay damages should be paid by **Inova Software, Inc.**?

\$ _____

- G. If damages were awarded in response to Question 12.A.-F., are any of those damages duplicative of the damages, if any, awarded in response to any other verdict question?
(See *Jury Instructions: Section IV.G.*)

Yes _____

No _____

- H. What damages, if any, were duplicated in these calculations, and as responses to which categories?

Front Pay: (See Jury Instructions: Section IV.C.)

13. A. How much money, if any, do you award Ms. Belabbas in front pay damages total?

\$ _____

B. How much money, if any, do you award Ms. Belabbas in front pay damages for Defendants' decision to assign her a less favorable sales territory and/or less favorable accounts?

\$ _____

C. How much money, if any, do you award Ms. Belabbas in front pay damages for Defendants' decision to terminate her employment?

\$ _____

D. How much of the front pay damages should be paid by **Mr. Eisenhart**?

\$ _____

E. How much of the front pay damages should be paid by **Mr. Toulemonde**?

\$ _____

F. How much of the front pay damages should be paid by **Inova Software, Inc.**?

\$ _____

G. If damages were awarded in response to Question 13.A.-F., are any of those damages duplicative of the damages, if any, awarded in response to any other verdict question? (See Jury Instructions: Section IV.G.)

Yes _____

No _____

H. What damages, if any, were duplicated in these calculations, and as responses to which categories?

B. Mitigation of Damages (See Jury Instructions: Section IV.D.)

14. Do you find that Defendants have proved by a preponderance of the evidence that Ms. Belabbas has failed to mitigate her damages?

Yes _____ No _____

If you answered "Yes" to Questions 14, please proceed to Question 15 and 16. If you answered "No" to Question 14, please proceed to Question 17.

15. On what date did Ms. Belabbas begin to fail to mitigate her damages?

Date: _____

16. How much, if any, should be deducted from your awards of back pay and front pay damages based on Ms. Belabbas' failure to mitigate her damages?

\$ _____

17. Do you find that Defendants have proven by a preponderance of evidence that Ms. Belabbas was able to find suitable alternative employment after the termination of her employment at Inova Software Inc.?

Yes _____ No _____

*If you answered "Yes" to Question 17, please proceed to Question 18. If you answered No to Question 17, please proceed to **Compensatory, Punitive, and Nominal Damages**, which starts on Question 20.*

18. Indicate the date ranges during which Ms. Belabbas was able to find and maintain suitable employment.

Date Ranges: _____

19. How much, if any, should be deducted from your awards of back pay and front pay damages based on Ms. Belabbas accepting suitable alternative employment?

\$ _____

C. Compensatory, Punitive, and Nominal Damages

20. A. What dollar amount, if any, do you award total to Ms. Belabbas for any **compensatory damages** as a result of unlawful conduct by the Defendants? (*See Jury Instructions: Section IV.E.*) Remember not to duplicate damages from the above and below categories.

\$ _____

B. How many dollars of the compensatory damages should be paid by **Mr. Eisenhart**?

\$ _____

C. How many dollars of the compensatory damages should be paid by **Mr. Toulemonde**?

\$ _____

D. How many dollars of the compensatory damages should be paid by **Inova Software, Inc.**?

\$ _____

21. A. How much, if any, do you award total to Ms. Belabbas for any **punitive damages** as a result of unlawful conduct by Defendants? (*See Jury Instructions: Section IV.I.*) Remember not to duplicate damages from the above categories.

\$ _____

B. How much of the punitive damages should be paid by **Mr. Eisenhart**?

\$ _____

C. How much of the punitive damages should be paid by **Mr. Toulemonde**?

\$ _____

D. How much of the punitive damages should be paid by **Inova Software, Inc.**?

\$ _____

Only answer Question 22 if you answered \$0 to the previous Questions 12, 13, 20, and 21.

22. How much, if any, do you award to Ms. Belabbas for nominal damages as a result of unlawful conduct by Defendants? (*See Jury Instructions: Section IV.H.*)

\$ _____

Signature of Presiding Juror

Date