

**UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
EUGENE DIVISION**

**NICOLE GILILLAND, AN INDIVIDUAL,**  
Plaintiff,

vs.

**SOUTHWESTERN OREGON  
COMMUNITY COLLEGE DISTRICT BY  
AND THROUGH ITS BOARD OF  
EDUCATION, AN OREGON COMMUNITY  
COLLEGE DISTRICT AND BOARD;  
SOUTHWESTERN OREGON  
COMMUNITY COLLEGE, AN OREGON  
COMMUNITY COLLEGE,**

Defendants.

Case No. 6:19-cv-00283-MK

**VERDICT FORM**

**MEMBERS OF THE JURY:**

Your answer to each question must be unanimous. Your presiding juror will write the answer of the jury in the space provided after each question and will date and sign the form of verdict when completed.

Nothing said in the verdict form is meant to suggest what your verdict should be. You alone have the responsibility for deciding the verdict.

**1. TITLE IX CLAIM**

Do you find that Southwestern Oregon Community College discriminated against the Plaintiff by:

- (a) Selectively enforcing university standards; or
- (b) Being deliberately indifferent to harassment against Plaintiff; or
- (c) Retaliating against Plaintiff?

ANSWER: Yes \_\_\_\_\_ No  (Check one)

*If you answered "Yes" to Questions 1, please answer Question 2. You must all agree on the amount of damages. If you answered "No" to Questions 1, skip Question 2, and go on to Question 3.*

**2. TITLE IX DAMAGES**

In you answered "yes" to Question 1, you must determine Plaintiff's economic damages, if any, for her Title IX Claim(s).

Economic Damages: \$ 0

**3. BREACH OF CONTRACT CLAIM**

Do you find that (a) a contract existed between Plaintiff and Southwestern Oregon Community College, (b) that the Plaintiff materially performed under the contract, and (c) that Southwestern Oregon Community College materially breached the contract terms, which (e) resulted in damage to the Plaintiff?

ANSWER: Yes  No \_\_\_\_\_ (Check one)

*If you answered "Yes" to Question 3, please answer Question 4. Keep in mind the Plaintiff's evidence regarding economic damages is the same for the breach of contract claim and the Title IX claim. If you awarded economic damages in Question 2 above, do not include economic*

*damages for breach of contract below. If you did not award economic damages in Question 2 above, then you may award economic damages, if any, for the breach of contract claim in Question 4 below. If you answered "No" to Question 3, skip Question 4.*

**4. BREACH OF CONTRACT DAMAGES**

In you answered "yes" to Question 3, you must determine Plaintiff's economic and non-economic damages, if any, for her breach of contract claim.

Economic Damages: \$ 735,417<sup>00</sup>  
Non-economic Damages: \$ 1,000,000<sup>00</sup>

**SIGNED VERDICT FORM BY PRESIDING JUROR**

When you have unanimously agreed on the answer to each question that is required to be answered, your presiding juror should fill out, sign, and date this form and advise the bailiff that you have reached a verdict.

DATED this 7 day of July 2022



Presiding Juror