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United States District Court For the Northern District of California

VERDICT FORM

2	Part A.	AMERICANS	WITH DISABILITY ACT ("ADA")	
3	Disability Discrimination			
4	1. Di	d Jose Prado have	a disability?	
5				
6		Yes	No	
7		-	form the essential functions of a part-time-handler posit onable accommodation?	ion
8	W	un or without reaso	onable accommodation?	
9		Yes	No	
10	3. Di	d Mr. Prado suffer	r an adverse employment action by Federal Express	
11	C	orporation?		
12		Yes	No	
13	4 W		ability a motivating factor that prompted the adverse	
14		as Mr. Frado's disance of the street of the street and the street action?	• • • • • • • • • • • • • • • • • • • •	
15				
16		Yes	No	
17 18		-	ons 1, 2, 3, or 4, is "No," then please proceed to Question d 4 is "Yes," please proceed directly to Question 5.	n 11.
19			on to take adverse employment action against Mr. Prado	also
20	substantially motivated by a lawful reason?		ted by a lawful reason?	
21		Yes	No	
22	If your answer to Question 5 is "No," then please proceed to Question 7. If your answer to Question 5 is "Yes," please proceed directly to Question 6.			
23				
24			made the same decision to take adverse employment activen if Mr. Prado's disability had played no role in FedEx	
25	_	ecision?		
26			NT.	
27		Yes	No	
28	Please proceed to Q	uestion 7.		
			2	

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1	Failure to Accommodate Disability			
2	7. Was FedEx an employer?			
3	Yes	No		
4				
5	8. Was Mr. Prado an emp	ployee of FedEx?		
6	Yes	No		
7 8	If your answer to either Question 7 or 8, or both, is "No," then please proceed to Part B. If y answer to both Questions 7 and 8 is "Yes," please proceed directly to Question 9.			
9	9. Did Mr. Prado have a disability?			
10				
11	Yes	No		
12	If your answer to Question 9 is "No," then please proceed to Part B. If your answer to Question is "Yes," please proceed directly to Question 10.			
13	10. Did FedEx know of Mr. Prado's disability?			
14	10. Did I cally know of it	711. I rado s disability:		
15	Yes	No		
16	If your answer to Question 10 is "No," then please proceed to Part B. If your answer to Question			
17	10 is "Yes," please proceed directly to Q	Question 11.		
18	11. Was Mr. Prado able to perform the essential job duties with reasonable accommodation for his disability?			
19	accommodation for his disability?			
20	Yes	No		
21	If your answer to Question 11 is "No," then please proceed to Part B. If your answer to Quest			
22	11 is "Yes," please proceed directly to Question 12.			
23	12. Did FedEx fail to provide reasonable accommodation for Mr. Prado's disabilit			
24	Vac	No.		
25	Yes	No		
26	If your answer to Question 12 is "No," to 12 is "Yes," please proceed directly to Q	hen please proceed to Part B. If your answer to Question Question 13.		
27				

1	13. Was FedEx's failure to provide reasonable accommodation a substantial factor in causing harm to Mr. Prado?			factor
2		C		
3		Yes	No	
4	Please proceed to I	Part B.		
5	Part B.	FAIR EMPLO	DYMENT AND HOUSING ACT ("FEHA")	
6	Disa	ability Discrimina	tion	
7	14.	Did Mr. Prado have	e a disability?	
8			•	
9		Yes	No	
10			erform the essential functions of a part-time-handler p	position
11	v	vith or without reas	sonable accommodation?	
12		Yes	No	
13	16		Fer an adverse employment action by FedEx?	
14	10.	Did ivii. I rado suri	er an adverse employment action by redex:	
15		Yes	No	
16	17.	Was Mr. Prado's d	isability a substantial motivating reason that prompted	d the
17	a	ndverse employmen	at action?	
18		Yes	No	
19	70			
20	If your answer to any or all of Questions 14, 15, 16 or 17 is "No," then please proceed to Question 20. If your answer to Questions 14, 15, 16 and 17 is "Yes," please proceed directly to Question 18			
21	18.	Was FedEx's decis	sion to take adverse employment action against Mr. Pr	rado also
22	substantially motivated by a lawful reason?			
23		Yes	No	
24				
25			"then please proceed to Question 20. If your answer directly to Question 19.	to
26				
27				
28				

1	19. Would FedEx have made the same decision to take adverse employment action against Mr. Prado even if Mr. Prado's disability had played no role in FedEx's			
2	decision?			
3	Yes No			
4				
5	Please proceed to Question 20.			
6	Failure to Accommodate			
7	20. Was FedEx an employer?			
8	Yes No			
9	21. Was Mr. Prado an employee of FedEx?			
10	21. Was Mill Tado an emproyee of Tealin.			
11	Yes No			
12	If your answer to either Question 20 or 21, or both, is "No," then please proceed to Question 27. I			
13	your answer to both Questions 20 and 21 is "Yes," please proceed directly to Question 22.			
14	22. Did Mr. Prado have a disability?			
15				
16	Yes No			
17	If your answer to Question 22 is "No," then please proceed to Question 27. If your answer to Question 22 is "Yes," please proceed directly to Question 23.			
18	23. Did FedEx know of Mr. Prado's disability?			
19				
20	Yes No			
21	If your answer to Question 23 is "No," then please proceed to Question 27. If your answer to			
22	Question 23 is "Yes," please proceed directly to Question 24.			
23	24. Was Mr. Prado able to perform the essential job duties with reasonable			
24	accommodation for his disability?			
25	Yes No			
26				
27	If your answer to Question 24 is "No," then please proceed to Question 27. If your answer to Question 24 is "Yes," please proceed directly to Question 25.			
28				

1	25. Did FedEx fail to pr	ovide reasonable accommodation for Mr. Prado's disability?			
2	Yes	No			
3	If your anayor to Ougstion 25 is "No."	then please proceed to Question 27. If your answer to			
4	Question 25 is "Yes," please proceed d	· · · · · · · · · · · · · · · · · · ·			
5		e to provide reasonable accommodation a substantial factor			
6	in causing harm to Mr. Prado?				
7	Yes	No			
8					
9	Please proceed to Question 27.				
10	Failure to Engage in th	ne Interactive Process			
11	27. Was FedEx an empl	loyer?			
12	Yes	No			
13					
14	28. Was Mr. Prado an employee of FedEx?				
15	Yes	No			
16	If your anaryon to either Overtion 27 on	20 on both is "No" than places present to Overtion 24. If			
17	· · ·	28, or both, is "No," then please proceed to Question 34. If 28 is "Yes," please proceed directly to Question 29.			
18	29. Did Mr. Prado have a disability?				
19					
20	Yes	No			
21	If your answer to Question 29 is "No," then please proceed to Question 34. If your answer to Question 29 is "Yes," please proceed directly to Question 30.				
22					
23	30. Did Mr. Prado make known to FedEx that he needed a reasonable accommodation for his disability so that he would be able to perform the				
24	essential job function	18.7			
25	Yes	No			
26	If your answer to Ouestion 20 is "No."	then please proceed to Question 34. If your answer to			
27	Question 30 is "Yes," please proceed d	• •			
28					

1	31. Was Mr. Prado willing to participate in an interactive process to determine whether reasonable accommodation could be made so that he would be able to			
2	perform the essential job functions?			
3				
4	Yes No			
5	If your answer to Question 31 is "No," then please proceed to Question 34. If your answer to Question 31 is "Yes," please proceed directly to Question 32.			
6	32. Did FedEx fail to participate in a timely, good-faith interactive process with M			
7	Prado to determine whether reasonable accommodation could be made?			
8	Yes No			
9	Tes No			
10	If your answer to Question 32 is "No," then please proceed to Question 34. If your answer to Question 32 is "Yes," please proceed directly to Question 33.			
11	33. Was FedEx's failure to participate in a good-faith interactive process a			
12	substantial factor in causing harm to Mr. Prado?			
13				
14	Yes No			
15	Please proceed to Question 34.			
16	Failure to Prevent Discrimination			
17	34. Did FedEx fail to take all reasonable steps to prevent unlawful discrimination against Mr. Prado?			
18				
19	Yes No			
20	If your answer to Question 34 is "No," then please proceed to Part C. If your answer to Question			
21	34 is "Yes," please proceed directly to Question 35.			
22	35. Was FedEx's failure to prevent unlawful discrimination a substantial factor in causing harm to Mr. Prado?			
23				
24	Yes No			
25	Please proceed to Part C.			
26	•			
27				
28				

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1	Part C. PUBLIC POLICY			
2	Discharge or Displacement Without Pay in Violation of Public Policy			
3	36. Was FedEx an employer?			
4				
5	Yes No			
6	If your answer to Question 36 is "No," then please proceed to Part D. If your answer to Question 36 is "Yes," please proceed directly to Question 37.			
7	37. Was Mr. Prado discharged or displaced without pay?			
8				
9	Yes No			
10	If your answer to Question 37 is "No," then please proceed to Part D. If your answer to Question			
11	37 is "Yes," please proceed directly to Question 38.			
12	38. Was Mr. Prado's disability a substantial motivating reason for FedEx's decision to discharge or displace him without pay?			
13				
14	Yes No			
15 16	If your answer to Question 38 is "No," then please proceed to Part D. If your answer to Question 38 is "Yes," please proceed directly to Question 39.			
17	39. Did the discharge or displacement without pay cause Mr. Prado harm?			
18	Yes No			
19	If your answer to Question 39 is "No," then please proceed to Part D. If your answer to Question			
20	39 is "Yes," please proceed directly to Question 40.			
21	40. Has FedEx proved that its decision to take adverse employment action against			
22	Mr. Prado, including his discharge or displacement without pay, was also substantially motivated by a lawful reason?			
23	substantiary monvaced by a favoral reason.			
24	Yes No			
25	If your answer to Question 40 is "No," then please proceed to Part D. If your answer to Question			
26	40 is "Yes," please proceed directly to Question 41.			
27				

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1	41. Has FedEx proved that it would have made the same decision to take adverse employment action against Mr. Prado, including his discharge or displacement			
2		oay, even if Mr. Prado's d	lisability had played no role	
3				
4	Yes		No	
5	Please proceed to Part D.			
6	Part D.	DAMAGES		
7	If you answered "No" as to	any or all of Ouestions 5	5. 6. 18. 19. 40 or 41 or if vo	ou answered "Yes"
8	If you answered "No" as to any or all of Questions 5, 6, 18, 19, 40 or 41 or if you answered "Yes" as to any or all of Questions 13, 26, 33 or 35 please proceed directly to Question 42. Otherwise, stop here, answer no further questions, and have the foreperson sign and date this form.			
9		e Mr. Prado's damages?	1 0	
10	a. Past e	conomic loss:		
11	Lost	earnings:	\$	
12	Med	ical expenses:	\$	_
13	Othe	er past economic loss:	\$	_
14	Tota	l Past Economic Damage	es: \$	_
15	b. Future	e economic loss:		
16	Lost	earnings:	\$	_
17	Med	ical expenses:	\$	_
18	Othe	er past economic loss:	\$	_
	Tota	l Future Economic Dama	nges: \$	_
19				
20		oneconomic loss, includi	_	
21	physical pain/mental suffering:		<u> </u>	_
22	d. Future	e noneconomic loss, inclu	uding	
23	physical pain/mental suffering:			_
24				
25	TOTAL:			
26	Please proceed to Question 43.			
27				
<i>-</i> ,				

1	43. Did a managing agent at FedEx act with malice, oppression or reckless disregard of Mr. Prado's rights?			
2				
3	Yes No			
4	44. Did a managing agent at FedEx take, authorize or approve of action against Mr.			
5	Prado with malice, oppression or fraud?			
6	Yes No			
7				
8	If your answer to either Question 43 or 44, or both is "No," then stop here, answer no further questions, and have the foreperson sign and date this form. If your answer to either Question 43 or			
9	44, or both is "Yes," please proceed directly to Question 45.			
10	45. What are Mr. Prado's punitive damages? \$			
11	Please have the foreperson sign and date this form.			
12	Dated:			
13				
14	PRESIDING JUROR			
15	After this verdict form has been signed and dated, notify the court that you are ready to present your verdict in the courtroom.			
16				
17	IT IS SO ORDERED.			
18	Dated: October 2, 2014			
19	Pore S. Aune			
20	PAUL S. GREWAL United States Magistrate Judge			
21	Office States Wagistrate Judge			
22				
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24				
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26				
27				
20				