

FEB 12 2026

STATE OF MINNESOTA

COUNTY OF OLMSTED

DISTRICT COURT  
CIVIL DIVISION  
THIRD JUDICIAL DISTRICT

Michael Joyner,

Court File No. 55-CV-23-7708

Plaintiff

vs.

**SPECIAL VERDICT FORM**

Mayo Clinic, Carlos Mantilla,

Defendants.

We, the Jury, duly empaneled to render a verdict in regard to the above-entitled matter answer as follows:

**Breach of Contract—Anti-Retaliation Policy 2020 Final Written Warning**

1. Did Plaintiff in good faith and in a reasonable manner report or disclose a compliance concern or other wrongdoing to Mayo Clinic before the 2020 Final Written Warning was issued?

Yes  No

2. *If your answer to Question 1 was "Yes," then answer this question:*

Did Mayo Clinic breach the Anti-Retaliation Policy by engaging in any behavior intended to intimidate, threaten, coerce, discriminate against, or take other retaliatory action because Dr. Joyner made a report?

Yes  No

3. *If your answer to Question 2 was "Yes," then answer this question:*

What amount of money will fairly and adequately compensate Plaintiff for the damages caused by Defendant's breach of the Anti-Retaliation Policy?

Loss of 2020 pay raise: \$\_\_\_\_\_

*Please proceed to Page 2.*

**Breach of Contract—Anti-Retaliation Policy 2023 Final Written Warning**

4. Did Plaintiff in good faith and in a reasonable manner report or disclose a compliance concern or other wrongdoing to Mayo Clinic before the 2023 Final Written Warning was issued? Alternatively, if you answered “YES” to Question 2, did the 2023 Final Written Warning rely on the 2020 Final Written Warning?

Yes  No

5. *If your answer to Question 4 was “Yes,” then answer this question:*

Did Mayo Clinic breach the Anti-Retaliation Policy by engaging in any behavior intended to intimidate, threaten, coerce, discriminate against, or take other retaliatory action because Dr. Joyner made a report?

Yes  No

6. *If your answer to Question 5 was “Yes,” then answer this question:*

What amount of money will fairly and adequately compensate Plaintiff for the damages caused by Defendant’s breach of the Anti-Retaliation Policy?

Loss of 2023 pay raise: \$\_\_\_\_\_

One week suspension without pay: \$\_\_\_\_\_

*Please proceed to Page 3.*

**Breach of Contract—Step 12 Mayo Clinic Appeals Procedure**

7. Did the Mayo Appeal Panel breach Step 12 of the Mayo Clinic Appeals Procedure by not allowing Plaintiff Dr. Joyner to submit additional information in connection with his appeal of the 2023 Final Written Warning?

Yes  No

8. *If your answer to Question 7 was "Yes," and you did NOT already award damages in Question 6,*

What amount of money will fairly and adequately compensate Plaintiff for the damages caused by Defendant's breach of Step 12 of the Mayo Clinic Appeals Procedure?

Loss of 2023 pay raise: \$\_\_\_\_\_

One week suspension without pay: \$\_\_\_\_\_

*Please proceed to Page 4.*

MINNESOTA  
JUDICIAL  
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## **Intentional Interference with Contract Against Defendant Carlos Mantilla**

*If your answer to question #5 is “NO”, please skip the remainder of these questions and have the jury foreperson sign and date the verdict form.*

9. Did Defendant Dr. Carlos Mantilla intentionally cause a breach of one of the contracts between Mayo Clinic and Dr. Joyner?

Yes  No

*If your answer to Question 9 was “No,” then skip the remainder of these questions and have the jury foreperson sign and date the verdict form.*

10. *If your answer to Question 9 was “Yes,” then answer this question:*

Were Dr. Mantilla’s actions that caused a breach of one of the contracts done without justification?

Yes  No

*If your answer to Question 10 was “No,” then skip the remainder of these questions and have the jury foreperson sign and date the verdict form.*

11. *If your answer to Question 10 was “Yes,” then answer this question:*

Were Dr. Mantilla’s actions that caused a breach of one of the contracts predominantly motivated by malice and bad faith?

Yes  No

*If your answer to Question 11 was “No,” then skip the remainder of these questions and have the jury foreperson sign and date the verdict form.*

12. *If your answer to 11 was “Yes,” then answer this question:*

Did Plaintiff suffer financial damages in 2023 because of Dr. Mantilla’s interference with one of the contracts between Mayo Clinic and Dr. Joyner?

Yes  No

*If your answer to Question 12 was “No,” then skip the remainder of these questions and have the jury foreperson sign and date the verdict form.*

13. If your answer to Question 12 was "Yes," then answer this question:

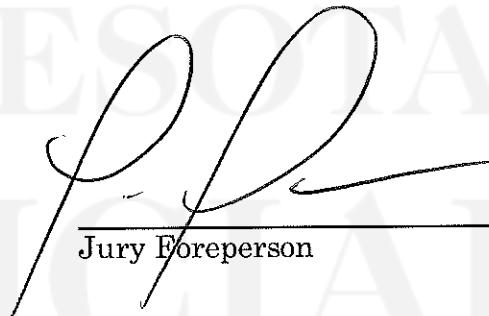
What amount of money will fairly and adequately compensate Plaintiff for financial damages he sustained because of Dr. Mantilla's interference with one of the contracts between Mayo Clinic and Dr. Joyner?

\$ \_\_\_\_\_

What amount of money will fairly and adequately compensate Plaintiff for emotional distress damages he sustained because of Dr. Mantilla's interference with one of the contracts between Mayo Clinic and Dr. Joyner?

\$ \_\_\_\_\_

Date: 2/12/26  
2/12/26

  
\_\_\_\_\_  
Jury Foreperson

Jurors concurring (use only if 6/7 verdict):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_