

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DEBORAH A. GOODWIN,	:	
Plaintiff,	:	CIVIL ACTION
v.	:	
	:	No. 96-CV-2301
SEVEN-UP BOTTLING CO.	:	
of PHILADELPHIA and	:	
CARPENTER REALTY,	:	
Defendants.	:	

McGlynn, J.

July 31, 1998

MEMORANDUM OF DECISION

Before this court are the post-trial motions filed by Plaintiff Deborah A. Goodwin ("Ms. Goodwin") and Defendants Seven-Up Bottling Company and Carpenter Realty (collectively "Defendants") in connection with Ms. Goodwin's sexual harassment claims. Ms. Goodwin moves to alter or amend the judgment, or in the alternative, to grant a new trial limited solely to the issue of punitive damages. In their post-trial motions, Defendants renew their Motion for Judgment as a Matter of Law and alternatively request the court to amend the judgment. In the event these motions are denied, Defendants seek a new trial or an order of remittitur. For the reasons that follow, all motions will be denied.

I. Factual Background

Ms. Goodwin filed this action ("Goodwin I") on March 21, 1996, against Defendants, alleging claims under: (1) Title VII,

42 U.S.C. § 2000e-2(a); (2) the Pennsylvania Human Relations Act ("PHRA"), 43 Pa. Cons. Stat. Ann. § 955(e); and (3) Pennsylvania common law, intentional infliction of emotion distress ("IIED").

A second action filed by Ms. Goodwin ("Goodwin II") against John Imbesi and Randy Snyder was consolidated with Goodwin I. On May 3, 1997, Ms. Goodwin and John Imbesi executed a "General Release and Settlement Agreement" ("Agreement") which required John Imbesi to pay Ms. Goodwin \$1,000,000. The Agreement further provided, however, that John Imbesi would receive a reimbursement credit of twenty percent for any settlement amount received or judgment collected from Defendants Seven-Up and/or Carpenter Realty up to \$1,000,000.¹

By agreement of the parties,² the trial was bifurcated with the jury first determining the issues of liability, compensatory damages and whether to award punitive damages. The jury concluded that Defendants had discriminated against Ms. Goodwin on the basis of gender, and awarded compensatory damages totaling \$425,041 (\$375,000 in non-economic losses and \$50,041 in lost wages). The jury also determined that punitive damages should be assessed against Defendants thus triggering the second phase of trial limited to the amount of punitive damages to be awarded.

¹ The terms and conditions of the Agreement were not disclosed to the Defendants in Goodwin I until the court ordered disclosure during the second phase of the trial as explained below.

² Randy Snyder was dismissed as a defendant following the completion of Ms. Goodwin's case. (Day 3, N.T. 127).

The jury awarded \$2,100,000 in punitive damages on the Title VII claim. The court reduced the award to \$300,000 in accordance with the statutory mandate. 42 U.S.C. § 1981a(b)(3).

II. Discussion

A. Grounds Asserted by Plaintiff

Ms. Goodwin seeks to: (1) alter or amend the judgment, or in the alternative, (2) grant a new trial limited solely to the issue of punitive damages.

1. Motion to Alter or Amend the Judgment

After closing arguments in the punitive damages phase, the court instructed the jury with respect to the factors they could take into consideration in determining the amount of the award. Because of the statutory damages cap under Title VII, the jury was further instructed to state whether the award of damages "is under Title VII or whether it's under the common law claim, or both." (Day 6, N.T. 128). No objection or exception to the charge was made by either side.

Thereafter, in the course of their deliberations, the jury requested further instructions as to the distinction between Title VII and common law. Out of the presence of the jury, the court and counsel discussed the appropriate response to the jury's inquiry during which Ms. Goodwin's counsel opined: "what I think is the easiest thing for us to do is withdraw the Title VII punitive." (Day 6, N.T. 130). Defendants' counsel did not agree. Despite Plaintiff's counsel's insistence that she "had the right to withdraw a claim" (Day 6, N.T. 130), the court

refused the request, reasoning that the Defendants were entitled to an answer as to whether or not the statutory cap would be applied to the punitive damages.

Plaintiff argues that her request to withdraw her Title VII punitive claim was, in effect, a motion to amend under Fed. R. Civ. P. 15(a) which should have been granted and the judgment amended to reflect a punitive damages award of \$2,100,000 under her IIED claim. Defendants, on the other hand, argue that the request to withdraw the Title VII punitive claim was simply a tactical maneuver designed to prejudice the Defendants by denying them the benefit of a statutory limitation on the amount of damages.

While an analysis under Federal Rule of Civil Procedure 41(a)(2) may be more appropriate, in either case an essential requirement is that the withdrawal or dismissal of a claim cannot prejudice the opposing party. Here, the jury had already made an award of substantial compensatory damages and determined that Ms. Goodwin was also entitled to punitive damages. Given that posture of the case, whether the jury's award of punitive damages was based on "Title VII, the common law claim, or both" became crucial. To deny the Defendants the right to have the jury decide that issue would have been prejudicial.

b. Punitive Damages and the PHRA

Next, Ms. Goodwin claims it was improper for the court not to submit her PHRA punitive damages claim to the jury since it is "well-established" that Title VII standards for liability and

damages apply in cases arising under the PHRA. Accordingly, the jury would have returned a judgment for \$2,100,000 under the IIED claim had they been allowed to consider the PHRA claim.

Contrary to Ms. Goodwin's assertion, our Court of Appeals, in Woodson v. Scott Paper Co., 109 F.3d 913 (3d Cir.), commented that Title VII standards generally apply to the PHRA. Id. at 932 n.20 (noting district courts in Eastern District of Pennsylvania have allowed punitive damage claims to remain in PHRA actions), cert. denied, 118 U.S. 299 (1997)(emphasis added). In Hoy v. Angelone, 691 A.2d 476 (Pa. Super. Ct. 1997), however, the Pennsylvania Superior Court vacated a punitive damages award under the PHRA, reasoning that damages for humiliation and mental anguish are of a different nature and serve different purposes than punitive damages. Id. at 483. The Hoy court was "unpersuaded that such damages are recoverable under the PHRA and . . . reluctant to allow such recovery in the absence of more definitive guidance" from the state Supreme Court. Id.

Given the fact that the Federal statute specifically provides for punitive damages and the Pennsylvania statute does not, I would predict that the Pennsylvania Supreme Court would not allow punitive damages in a PHRA case.

2. Motion for a New Trial

In the alternative, Ms. Goodwin alleges she is entitled to a new trial limited solely to the issue of punitive damages pursuant to Fed. R. Civ. P. 59(a) because the court improperly excluded evidence. This evidence, if admitted, allegedly would

have demonstrated the outrageous and flagrant nature of Defendants' conduct. Pl's Brf. in Supp. of Pl's P.T. Mots., at 6, 7.

This motion is difficult to fathom. The very generous amount of damages awarded, both compensatory and punitive, reflects the jury's determination that John Imbesi's conduct was flagrant and outrageous. Evidence from other women employees that they had the same or similar experiences would be gilding the lily.

A district court has considerable discretion in determining whether to grant a new trial under Fed. R. Civ. P. 59. Klein v. Hollings, 992 F.2d 1285, 1289-90 (3d Cir. 1993). Absent a showing of "substantial" injustice or "prejudicial" error, a new trial is not warranted and it is the court's duty to respect a plausible jury verdict. Videon Chevrolet, Inc., v. General Motors Corp., Civ. No. 91-4202, 1994 WL 188931, at *2 (E.D. Pa. May 16, 1994), aff'd, 46 F.3d 1120 (3d Cir. 1994).

a. Exclusion of Witness Testimony and Photograph

Ms. Goodwin contends that it was error to exclude the testimony of individuals who intended to testify about John Imbesi's purported predilection to sexually harass. However, allowing testimony bearing upon prior instances of alleged sexual harassment in the workplace by John Imbesi would have been highly prejudicial and would have substantially outweighed the testimony's probative value, particularly since John Imbesi was no longer a defendant in the case. In accordance with the broad

discretion accorded under FRE 403, the proffered testimony was appropriately excluded, and likewise, the court properly excluded a photograph of John Imbesi "grabbing" an employee's breast. (See Day 1, N.T. 13, lines 5-11). Moreover, allowing such evidence would unduly protract the proceedings by causing several sexual harassment trials within a sexual harassment trial. In any event, it is obvious that Ms. Goodwin was not prejudiced by the exclusion of this evidence.

b. Goodwin-Imbesi Settlement Agreement

Next, Ms. Goodwin contends it was error to allow the jury to deliberate upon the Agreement since it was both irrelevant under FRE 402 and inadmissible under FRE 408. Pl's Brf. in Supp. of Pl's Mot. to Alter or Amend Judgmt. or, in the Alt., to Grant a New Trial, at 8.

Under Rule 408, settlement agreements are "not admissible to prove liability" but may be admissible if "offered for another purpose, such as proving bias or prejudice of a witness" Fed. R. Evid. 408. Notably, "Rule 408 codifies the long-standing axiom in federal courts that compromises proposed or accepted are not evidence of an admission of the validity or invalidity of the claim or the amount of damage." 2 Jack. B. Weinstein & Margaret A. Burger, Weinstein's Federal Evidence, § 408.03[1], at 408-10 (2d ed. 1997).

In this case, liability as to compensatory and punitive damages had already been determined. Nevertheless, Ms. Goodwin claims the Agreement was inappropriately admitted under FRE 408

to prove "amount" of the claims at issue. The Agreement was not offered into evidence to prove the validity of the claim that it settled -- whether John Imbesi sexually harassed Ms. Goodwin. Rather, it was received into evidence in phase two as a factor which the jury could take into account in assessing punitive damages, that is, that the person who was personally responsible for this outrageous conduct would benefit from the award. In light of the amount of the award, the settlement agreement obviously had little, if any, impact on the jury.

c. Jury Instructions

Ms. Goodwin claims the court's jury instruction regarding John Imbesi's credit reimbursement in the Agreement was prejudicial. According to Ms. Goodwin, the court erroneously instructed the jury to apportion punitive damages between both claims. This is simply wrong. The court stated: "[s]o, what I ask you to do, when you arrive at the amount of punitive damages that you want to impose, you tell me whether it is under Title VII or whether it's under the common law claim, or both." (Day 6, N.T. 128, lines 12-15). Significantly, during the punitive damages phase, counsel for Ms. Goodwin declared: "I don't have any objection to drafting an interrogatory that says, you know, do you award punitive damages on this claim, that claim, what amount." (Day 6, N.T. 108, lines 19-22). Further, the court did not put a value on Ms. Goodwin's claims, but simply stated: "[y]ou can take into account that he has made an arrangement with the plaintiff guaranteeing her a million dollars, and that any

amount of money that you award to the plaintiff here, he will receive a 20 percent credit." (Day 6, N.T. 127, lines 5-8).

Ms. Goodwin next complains that the court "strongly suggested" that the jury not award punitive damages to plaintiff by stating: "[y]our verdict can be no punitive damages or zero punitive damages or one dollar punitive damages. It can be whatever you in your collective judgments think is appropriate under all circumstances in this case. It's your judgment and your discretion." (Day 6, N.T. 128, lines 19-23). Ms. Goodwin also takes issue with counsel for Seven-Up's closing remarks, claiming they prejudiced the jury.

These arguments border on the frivolous. The award of \$2,100,000 indisputably demonstrates that the jury was not prejudiced by anything the court or opposing counsel did. Moreover, to preserve an objection for appeal under Rule 51, the objection "must be taken at the close of the charge, 'before the jury retires to consider its verdict, stating distinctly the matter objected to and the grounds of the objection.'" Seman v. Coplay Cement Co., 26 F.3d 428, 436 (3d Cir. 1994)(quoting Fed. R. Civ. P. 51). Failure to make timely objections is fatal.

B. Grounds Asserted by All Defendants

It is Defendants' position that the court should: (1) enter judgment as a matter of law in their favor; (2) alter or amend the judgment; or in the event these motions are denied, (3) grant defendant a new trial; or (4) issue an order of remittitur.

1. Renewed Motion for Judgment as a Matter of Law

A motion for judgment as a matter of law should be granted only if, when viewing the evidence in the light most favorable to the nonmovant and giving the non-moving party the advantage of every fair and reasonable inference, there is insufficient evidence from which a jury reasonably could find liability. Fed. R. Civ. P. 50(a); Wittekamp v. Gulf & Western Inc., 991 F.2d 1137, 1141 (3d Cir. 1993), cert. denied, 510 U.S. 917 (1993). A party is entitled to judgment as a matter of law if "there is no legally sufficient evidentiary basis for a reasonable jury to have found for" the prevailing party. Fed. R. Civ. P. 50(a)(1); see Keith v. Truck Stops Corp., 909 F.2d 743, 745 (3d Cir. 1990) (characterizing "legally sufficient evidentiary basis" as "minimum quantum of evidence"). Upon renewed motion for judgment as a matter of law, the court may: "(A) allow the judgment to stand, (B) order a new trial, or (C) direct entry of judgment as a matter of law." Fed. R. Civ. P. 50(b)(1). In making that determination, the court "may not weigh the evidence, determine the credibility of witnesses, or substitute its version of the facts for the jury's version." McDaniels v. Flick, 59 F.3d 446, 453 (3d Cir. 1995), cert. denied, 516 U.S. 1146 (1996) (quoting Lightning Lube, Inc. v. Witco Corp., 4 F.3d 1153, 1166 (3d Cir. 1993)).

Defendant Seven-Up ("Seven-Up") maintains that it was entitled to judgment as a matter of law because the Agreement executed between Ms. Goodwin and John Imbesi acted as an accord and satisfaction of Ms. Goodwin's claims, thereby discharging

Seven-Up from any liability in the case.

The elements of an accord and satisfaction are: (1) a disputed debt; (2) a clear and unequivocal offer of payment in full satisfaction of the debt; and (3) acceptance and retention of payment by the offeree. Goodway Marketing, Inc. v. Faulkner Advertising Associates, Inc., 545 F. Supp. 263, 266 (E.D. Pa. 1982). Seven-Up, however, has made no showing of these elements nor has it offered any other evidence dictating judgment in its favor. Thus, Seven-Up's motion will be denied.

2. Motion to Alter or Amend the Judgment

Next, if Ms. Goodwin is entitled to a judgment, Defendants contend it should be molded to \$150,041 pursuant to the statutory cap under 42 U.S.C. § 1981a(b)(3). In particular, Defendants allege that \$100,000 is the total combined cap for both compensatory damages (excluding lost wages) and punitive damages. Moreover, because the special verdict sheet did not allocate compensatory damages between Ms. Goodwin's Title VII and PHRA claims, Defendants claim that the jury awarded the damages under Ms. Goodwin's Title VII claim. Ms. Goodwin, however, requests the court to allocate the compensatory damages award to her claims under the PHRA, so she may recover \$375,000 instead of the \$100,000 maximum award under Title VII.

a. Apportioning Damages

Title VII and the PHRA set forth substantially identical legal theories of recovery in cases alleging gender discrimination in employment. The statutes, however, are not

coextensive in coverage. Specifically, both compensatory and punitive damages are capped under Title VII but not under the PHRA. Moreover, Title VII does not direct how a court is to conform a jury award to the statutory cap when faced with conflicting statutes.

Section 1981a applies to compensation for the violations of federally protected rights with the amount of the Title VII cap ranging from \$50,000 to \$300,000 depending on the number of employees. See 42 U.S.C. § 1981a(b)(3). Section 1981a(b)(3)(B) states, in relevant part:

The sum of the amount of compensatory damages awarded under this section for future pecuniary losses, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, and other nonpecuniary losses, and the amount of punitive damages awarded under this section, shall not exceed, for each complaining party-

(B) in the case of a respondent who has more than 100 and fewer than 201 employees in each of 20 or more calendar weeks in the current or preceding calendar year, \$100,000.

42 U.S.C. § 1981a(b)(3)(B).

In the present case, the compensatory damages award included, but was not limited to, the violation of Title VII. In Delph v. Dr. Pepper Bottling Co. of Paragould, Inc., 130 F.3d 349 (8th Cir. 1997), the trial court awarded the plaintiff compensatory damages under both Title VII and the Missouri Human Rights Act. Id. at 357 n.6. Because the amount under state law would have been duplicative of the amount awarded under Title VII (since both compensated for the same harm), the trial court

awarded the plaintiff the larger amount under Title VII. Id.

Similarly, awarding Ms. Goodwin compensatory damages under both the PHRA and Title VII would be duplicative. Nevertheless, since the jury did not allocate the damages to specific theories of liability, there is nothing in the language of Title VII which would prevent the court from allocating the award to the PHRA which permits the larger amount. See, e.g., Luciano v. Olsten Corp., 912 F. Supp. 663, 675 (E.D.N.Y. 1996), aff'd, 110 F.3d 210 (2d Cir. 1997)("Clearly, Title VII does not relieve a defendant from liability and the award of damages under state law where a jury has found such a violation under both laws pursuant to the charge of the Court given without exception."). Thus, "a decision to permit [Ms. Goodwin] to benefit from the remedy provided by state law does not conflict with the congressional purpose of making employment discrimination awards reasonable, and is expressly provided for in the statute." Id.; Kim v. Nash Finch Co., 123 F.3d 1046, 1064 (8th Cir. 1997)("[b]ecause § 1981 [where compensatory and punitive damages are not limited] was a basis for recovery, the Title VII cap on compensatory and punitive damages does not apply.").

With regard to the punitive damages award, a company that employs more than 100 but less than 201 employees has its damage liability capped at \$100,000. 42 U.S.C. § 1981a(b)(3). At trial, the jury specifically awarded \$2,100,000 in punitive damages under Title VII. The court reduced the award to \$300,000 but permitted the parties to argue post-trial that it should be

reduced further. A review of the record shows that Defendants employed between 100 and 201 employees.³ Consequently, the court will reduce the award to \$100,000.

b. Nature of Damages

Next, Defendants contend that the compensatory damages award, excluding lost wages, was excessive "as a result of the jury's passion, prejudice and/or bias in favor of Goodwin and [was] against the weight of the evidence." Dfs' Mem. in Supp. of Dfs' P.T. Mots., at 19. Defendants premise this contention on Ms. Goodwin's purported failure to present evidence supporting her injuries.

A review of the record discloses ample evidence to support the award, including psychiatric testimony.⁴ Defendants also contend that the punitive damages award was excessive because there was no reasonable relationship between the compensatory and punitive damage awards.

The 1991 Civil Rights Act authorizes punitive damage awards in Title VII cases where the defendant engaged in the discriminatory act "with malice or with reckless indifference to

³ (Day 1, N.T. 77-78)(Mark Imbesi stating 25 people paid by Carpenter including Imbesi brothers); (Day 2, N.T. 25)(Kathy Kunitis stating Plaintiff's exhibit 207, payroll for Carpenter, accurately reflects the number of people carried as Carpenter employees); (Day 4, N.T. 41-42)(Mark Imbesi stating 100-120 people employed by Seven-Up of Philadelphia).

⁴ See Day 3, N.T. 85 (testimony from forensic economist Brian Sullivan), Day 3, N.T. 84 (videotape testimony from psychologist Dr. Robert Sadoff), and Day 5, N.T. 76-95 (testimony from Dr. Gerald Cooke).

the [plaintiff's] federally protected rights." 42 U.S.C. § 1981a(b)(1) (1994). The record reveals more than enough evidence, not necessarily of malice, but at least of reckless indifference, to support Ms. Goodwin's federally protected right to be free from gender-based discrimination. Taking into consideration the evidence of the Defendants' attitude toward sexual harassment as well as the egregiousness of John Imbesi's conduct, the punitive damages award was not excessive and the award of \$100,000 in punitive damages will stand.

3. Motion for a New Trial

Alternatively, Defendants seek a new trial because of the alleged erroneous and prejudicial jury instructions and because the verdict was against the weight of the evidence.

A new trial premised on a verdict allegedly against the weight of the evidence may be granted "only where a miscarriage of justice would result if the verdict were to stand." Klein, 992 F.2d at 1290. An error in jury instructions must be so substantial that, viewed in light of the evidence in the case and the charge as a whole, "the instruction was capable of confusing and thereby misleading the jury." Link v. Mercedes-Benz of N. Am. Inc., 788 F.2d 918, 922 (3d Cir. 1986).

Defendants challenge a number of points contained in the jury charge. Both Defendants and Ms. Goodwin failed to object to the charge after it was delivered and therefore failed to preserve any objections to the charge for appeal. See Seman, 26 F.3d at 436. Consequently, a new trial is not warranted nor is

an order remitting the damages.

Alternatively, Defendants seek an order remitting the jury's damages award on the ground that the award is not supported by the evidence. "The rationalization for, and use of, the remittitur is well established as a device employed when the trial judge finds that a decision of the jury is clearly unsupported and/or excessive . . . [and][i]t's use clearly falls within the discretion of the trial judge" Spence v. Bd. of Educ. of Christina Sch. Dist., 806 F.2d 1198, 1201 (3d Cir. 1986). A "trial court [may] review any punitive damages verdict for excessiveness and may remit the award whenever it is shocking to the court's sense of justice." Sprague v. Walter, 656 A.2d 890, 927-28 (Pa. Super. Ct. 1995), appeal denied, 670 A.2d 142 (Pa. 1996). As stated above, the damages awarded were not excessive, and therefore, Defendants' Motion for Remittitur will be denied.

C. Post-Trial Motions By Defendant Carpenter Realty

Defendant Carpenter Realty ("Carpenter") joins Seven-Up with respect to all post-trial issues but writes separately to address whether sufficient evidence existed at trial to demonstrate Carpenter's control over the terms and conditions of Ms. Goodwin's employment. Carpenter maintains that there is no evidence that it supervised, directed or controlled Ms. Goodwin's work or employment. See Graves v. Lowery, 117 F.3d 723, 728 (3d Cir. 1997) (stating the proper inquiry "looks to the level of control an organization asserts over an individual's access to

employment and the organization's power to deny such access.").

Carpenter concedes it issued "a few" payroll checks to Ms. Goodwin, but it claims this is insufficient to establish control. Carpenter also admits that John Imbesi held a "management position" at Carpenter, but argues that his authority "could 'flow' downhill to employees at two (or more) companies without those companies being able to control employment decisions at[sic] each other." Df. Carpenter's Mem. in Supp. of P.T. Mots., at 5.

In NLRB v. Browning-Feris Indus. of Pa., Inc., 691 F.2d 1117 (3d Cir. 1982), the Third Circuit employed four factors to determine whether two ostensibly separate entities were actually one integrated entity: (1) functional integration of the operations; (2) centralized control of labor relations; (3) common management; (4) common ownership. Id. at 1122. These factors were to be viewed under the "totality of circumstances." Zarnoski v. Hearst Bus. Comm., Inc., No. 95-CV-3854, 1996 WL 11301, at *5 (E.D. Pa. Jan. 11, 1996). Recently, the "single-employer" theory was revisited in Daliessio v. DePuy, Inc., No. 96-CV-5295, 1998 WL 24330 (E.D. Pa. Jan. 23, 1998). Utilizing the four factors outlined above, the court held that the plaintiff provided no proof beyond her subjective belief that the two companies constituted a single employer. Id. at *5.

In the instant case, the court correctly identified and instructed the jury regarding the four criteria used to determine the separate employer issue. (Day 5, N.T. 159-61). Moreover,

there was sufficient evidence demonstrating that Carpenter was Ms. Goodwin's employer.⁵ Likewise, this holding is consistent with the United States Supreme Court's recent rulings in Burlington Indus., Inc. v. Ellerth, -- U.S. --, 118 S. Ct. 2257, 2270 (1998)(holding "employer is subject to vicarious liability to a victimized employee for an actionable hostile environment created by a supervisor with immediate (or successively higher) authority over the employee") and Faragher v. City of Boca Raton, -- U.S. --, 118 S. Ct. 2275, 2292-93 (1998) (same). Because the instructions were not "capable of confusing and thereby misleading the jury," Link, 788 F.2d at 922, Carpenter's motion will be denied.

An appropriate order follows.

⁵ This evidence included that: (1) both corporate Defendants operated out of the same plant in Conshohocken, PA; (2) Carpenter sometimes paid Seven-Up employees; (3) John Imbesi held the same or similar offices in both corporations; (4) corporate officers of Seven-Up set labor relations policy and managed day-to-day operations of both corporate Defendants; (5) Carpenter previously compensated Ms. Goodwin and she was recorded in the corporate records as being an employee of Carpenter; (6) Carpenter compensated employees in the beverage sales business; and (7) Carpenter reported Ms. Goodwin as its employee for purposes of unemployment compensation. See Pl's Resp. to Dfs' P.T. Mots., at 10-11.

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FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DEBORAH A. GOODWIN, :
Plaintiff, : CIVIL ACTION
v. :
: No. 96-CV-2301
SEVEN-UP BOTTLING CO. :
of PHILADELPHIA and :
CARPENTER REALTY, :
Defendants. :
:

O R D E R

AND NOW, this day of JULY, 1998, upon consideration of the post-trial motions of Deborah Goodwin, Seven-Up Bottling Company and Carpenter Realty and their responses thereto, it is ORDERED that:

- (1) Ms. Goodwin is awarded compensatory damages totaling \$350,041 and punitive damages totaling \$100,000;
- (2) Ms. Goodwin's Motion for a New Trial is **DENIED**;
- (3) Defendant Seven-Up's Motion for a Judgment as a Matter of Law is **DENIED**;
- (4) Defendants' Motion to Alter or Amend the Judgment is **DENIED**;
- (5) Defendants' Motion for a New Trial is **DENIED**;
- (6) Defendants' Motion for Remittitur is **DENIED**.

BY THE COURT:

JOSEPH L. McGLYNN, JR. J.

