

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

Michelle Stecyk et al.,	:	
Plaintiffs,	:	
	:	
v.	:	CIVIL ACTION
	:	NO. 94-CV-1818
Bell Helicopter	:	
Textron., Inc. et al.,	:	
Defendants.	:	
	:	
	:	

MEMORANDUM OF DECISION

Before the court is defendant Macrotech Fluid Sealing, Inc.'s ("Macrotech") motion to clarify or correct certain factual allegations contained in the court's memorandum of November 4, 1997. Plaintiffs have submitted a reply in opposition. For the following reasons, Macrotech's motion is denied.

I. Discussion

This case arises out of the crash of an experimental V-22 Osprey aircraft during a ferry flight near Quantico, Virginia on July 20, 1992. The accident killed seven people, including plaintiffs' decedents, who worked for Boeing Vertol Company. Macrotech is the subcontractor which designed and manufactured certain seals used in the aircraft, known as the 617 and 619 torquemeter shaft seals. Plaintiffs have alleged negligent design and manufacture of the 617 seal resulting in an oil leak which contributed to the crash.

Without citing a Rule of Civil Procedure in support of its motion, Macrotech asks the court to amend the memorandum of

November 4, 1997 denying defendants'¹ various summary judgment motions. See Stecyk v. Bell Helicopter Textron, Inc., No. Civ. A. 94-1818, 1997 WL 701312 (E.D. Pa. Nov. 4, 1997) (Rendell, J.). Macrotech takes issue with language in that memorandum stating, "the fact remains that GM built the torquemeter shaft through which the oil leaked and ultimately caused an explosion." 11/4/97 Memo. at 25. Macrotech believes that the court "inadvertently construed Plaintiffs' allegations as undisputed facts," when in reality all defendants dispute the contention that oil leaked past the 617 seal. Macrotech Br. at 3.

As an initial matter, the court should make clear that it has never construed plaintiffs' factual allegations as undisputed. Macrotech's concerns in that regard are therefore unfounded. The remaining question is whether the court should amend the record to assuage Macrotech's baseless fears. The answer is no.

Macrotech filed this motion on April 3, 1998. In their opposing brief, plaintiffs argue that Macrotech's request should be treated as a motion for reconsideration, and is therefore untimely because it was not filed within 10 days of the court's November 4, 1997 order as required under Local Rule of Civil

¹ The other two defendants are Bell Helicopter Textron, Inc., the contractor which worked with Boeing and the United States Government on the development of the V-22, and the Allison Gas Turbine Division of General Motors, Inc., which contracted with the Government to develop and build the V-22 engine and its related parts

Procedure 7.1(g).² Plaintiffs further argue that defendants will not be prejudiced by the contested language because the memorandum "makes clear that there are factual issues that remain unresolved." Pls.' Response at 1-2.

The court will not characterize Macrotech's request as a motion for reconsideration. "The purpose of a motion for reconsideration is to correct manifest errors of law or fact or to present newly discovered evidence." Harsco Corp. v. Zlotnicki, 779 F.2d 906, 909 (3d Cir. 1985), cert. denied, 476 U.S. 1171 (1986). If the motion does not cite a specific rule, a motion for reconsideration is generally treated as a motion under Federal Rule of Civil Procedure 59(e)³ to alter or amend a judgment. See Pennsylvania Ins. Guar. Ass'n v. Trabosh, 812 F. Supp. 522, 524 (E.D. Pa. 1992). Rule 59(e) pertains to substantive alterations in a final order or judgment. See Hatco Corp. v. W.R. Grace & Co., Conn. 843 F. Supp. 987, 990 (D. N.J. 1994) ("A motion for reconsideration will only succeed where dispositive factual matters or controlling decisions of law were

² The Eastern District of Pennsylvania's Local Rule of Civil Procedure 7.1(g) provides:

Motions for reconsideration or reargument shall be served and filed within ten (10) days after the entry of the judgment, order, or decree concerned.

³ Federal Rule of Civil Procedure 59(e) states that "[a]ny motion to alter or amend a judgment shall be filed no later than 10 days after entry of the judgment."

presented to the Court but not considered."). The relief requested by Macrotech would not affect a substantive finding of fact by the court, but instead seeks to alter the language applying the alleged factual circumstances surrounding the crash to a legal issue -- specifically whether codefendant General Motors owed a duty to plaintiffs' decedents. See Stecyk, 1997 WL 701312, at *9-10.

Macrotech's motion falls more appropriately under Rule 60(a), which allows a court to correct "[c]lerical mistakes in judgments, orders or other parts of the record and errors therein arising from oversight or omission." Fed. R. Civ. P. 60(a).⁴ Rule 60(a) encompasses only errors that are "mechanical in nature, apparent on the record, and not involving an error of substantive judgment." Mack Trucks, Inc. v. Int'l Union, UAW, 856 F.2d 579, 594 n.16 (3d Cir. 1988). "Its purpose is to rectify nonsubstantive mistakes thereby making the judgment accurately reflect the intention of the court." PECO Energy Co. v. Boden, No. CIV. A. 93-110, 1994 WL 418987, at *6 (E.D. Pa.

⁴ Federal Rule of Civil Procedure 60(a) states:

Clerical mistakes in judgments, orders or other parts of the record and errors therein arising from oversight or omission may be corrected by the court at any time of its own initiative or on the motion of any party and after such notice, if any, as the court orders. During the pendency of an appeal, such mistakes may be so corrected before the appeal is docketed in the appellate court, and thereafter while the appeal is pending may be so corrected with leave of the appellate court.

1994) (quoting United States v. Stuart, 392 F.2d 60, 62 (3d Cir. 1968)). There is no time limit for bringing a Rule 60(a) motion. Keith v. Truck Stops Corp. of Am., 909 F.2d 743, 746 (3d Cir. 1990); Fed. R. Civ. P. 60(a).

In light of these principles, the court sees no reason to grant Macrotech's requested relief. The November 4th memorandum does not address the issue of defendants' liability for the crash, but rather dispenses with legal defenses presented for summary judgment. On summary judgment, "[t]he allegations of the party opposing the motion are taken as true and inferences are drawn in a light most favorable to the non-movant." General Ceramics Inc. v. Firemen's Fund Ins. Cos., 66 F.3d 647, 651 (3d Cir. 1995). Thus, in addressing defendants' legal defenses, the court merely presumed plaintiffs' allegations of oil leakage past the 617 seal to be true for purposes of General Motors' summary judgment motion. No findings of fact were made either explicitly or implicitly.

Examination of the prior record underscores this point. When plaintiffs earlier moved for summary judgment as to liability, the court wrote, "I see no basis for concluding that plaintiffs have proven their claims as a matter of law and find that genuine issues of material fact exist with respect to whether plaintiffs can prove their negligence and negligent failure to warn claims." Stecyk v. Bell Helicopter Textron, Inc., No. 94-CV-1818, 1996 WL 153555, at *13 (E.D. Pa. Apr. 1, 1996).

This statement shows beyond doubt that the court did not view plaintiffs' allegations that oil leaked past the 617 seal and caused the crash as being conclusively established. "In any tort action based on a theory of negligence or products liability, the plaintiff is required to prove by a preponderance of the evidence that the defendant's conduct was the proximate cause of the plaintiff's damage." Blum v. Merrell Dow Pharmaceuticals, Inc., 704 A.2d 1314, 1316 (Pa. Super. Ct. 1997). As plaintiffs have conceded in their brief, they "will have to prove the various defects and causational issues to the jury." Pls. Br. at 2. Because the court made no clerical mistakes requiring clarification or correction, Macrotech's motion to correct or clarify the November 4th memorandum must be denied.

II. Conclusion

For the foregoing reasons, Macrotech's motion to clarify or correct certain allegations in the memorandum of November 4, 1997 is denied.

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Defendants.	:	
_____	:	

O R D E R

AND NOW, this day of May, 1998, upon
consideration of defendant Macrotech Fluid Sealing, Inc.'s motion
to clarify or correct the court's memorandum of November 4, 1997,
and plaintiffs' joint response thereto, it is hereby

ORDERED that defendant Macrotech's motion is **DENIED**.

BY THE COURT:

JOSEPH L. McGLYNN, JR., J.