

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOTE: CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ERIC J. LINDSEY *et al.*, dba E-
JAYS PANACHE IMAGES,

Plaintiffs,

vs.

STARWOOD HOTELS &
RESORTS WORLDWIDE, INC. *et*
al.,

Defendants.

Case No. 02-3822 GAF (FMOx)
Hon. Gary A. Feess
REVISED JUDGMENT

1
2 Following a jury trial on the bifurcated issues of liability and damages,
3 judgment was entered on October 28, 2013 as follows [Dkt. No. 329]:

- 4 1. Judgment in favor of Defendant STARWOOD HOTELS & RESORTS
5 WORLDWIDE, INC. (“Starwood”) and against Plaintiffs ERIC J.
6 LINDSEY, JOYCE FERGUSON, CHARMAINE HIRUKO,
7 JERRYLYNN P. JOHNSON, LUANNA LAWRENCE, MARTITIA
8 MCNEEL, BEVERLY NELSON, RUBY ROBERSON, CAROLYN
9 WILLIAMS *dba* E-JAYS PANACHE IMAGES (“Panache”) on
10 Panache’s claim for relief under 42 U.S.C. § 1981;
- 11 2. Judgment in favor of Starwood and against Panache on Panache’s
12 claim for relief under the California Unruh Act, California Civil Code
13 § 51;
- 14 3. Judgment in favor of Panache and against Starwood on Panache’s
15 claim for breach of contract;
- 16 4. Damages are awarded to Panache in the sum of \$65,070.70 on the
17 claim of breach of contract; and
- 18 5. Panache is further awarded costs of suit incurred herein in an amount
19 to be determined.

20 Thereafter, the parties filed the following post-trial motions:

- 21 1. Panache’s Rule 59 Motion for Prejudgment Interest [Dkt. No. 333];
- 22 2. Starwood’s Rule 50(b) Renewed Motion for Judgment as a Matter of
23 Law [Dkt. No. 337];
- 24 3. Starwood’s Rule 59 Motion to Amend or Alter Judgment, or for New
25 Trial [Dkt. No. 338]; and
- 26 4. Panache’s Rule 59 Motion for New Trial [Dkt. No. 339].

27 On March 4, 2014, the above-captioned Court ruled as follows on the parties’
28 post-trial motions [Dkt. No. 348]:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. Starwood’s Rule 50(b) Renewed Motion for Judgment as a Matter of Law [Dkt. No. 337] on Panache’s breach of contract claim with respect to the out-of-pocket damage award was DENIED;
2. Starwood’s Rule 50(b) Renewed Motion for Judgment as a Matter of Law [Dkt. No. 337] on Panache’s breach of contract claim with respect to the award of lost profits and loss of business goodwill was GRANTED;
3. Starwood’s Rule 59 Motion for New Trial [Dkt. No. 338] was DENIED; and
4. Panache’s Rule 59 Motion for New Trial [Dkt. No. 339] was DENIED.

On March 20, 2014, the above-captioned Court DENIED Panache’s Rule 59 Motion for Prejudgment Interest [Dkt. No. 349].

Pursuant to the Court’s Orders on the parties’ post-trial motions [Dkt. Nos. 348, 349], and superseding the prior judgment [Dkt. No. 329], it is hereby ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Judgment in favor of Starwood and against Panache on Panache’s claim for relief under 42 U.S.C. § 1981;
2. Judgment in favor of Starwood and against Panache on Panache’s claim for relief under the California Unruh Act, California Civil Code § 51;
3. Judgment in favor of Panache and against Starwood on Panache’s claim for breach of contract;
4. Damages are awarded to Panache in the sum of \$21,070.70 on the claim of breach of contract for out-of-pocket costs;
5. No damages are awarded to Panache on the claim of breach of contract for lost profits or loss of business goodwill; and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 6. No prejudgment interest is awarded to Panache on out-of-pocket costs or costs of suit.
- 7. Plaintiff is awarded costs of suit.

IT IS SO ORDERED.

DATED: March 31, 2014



Hon. Gary A. Feess
United States District Judge