

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO
Judge Philip A. Brimmer

Civil Action No. 08-cv-01565-PAB-BNB

SOLA SALON STUDIOS, LLC,
a Colorado limited liability corporation,

Plaintiff and Counterclaim-Defendant,

v.

CECELIA HELLER, as successor trustee for the David H. Simon 1971 Trust,
CECELIA HELLER, as successor trustee for the Peter N. Simon 1971 Trust, and
CECELIA HELLER, as successor trustee for the Michael B. Simon 1971 Trust,

Defendants and Counterclaimants.

ORDER TO ENTER JUDGMENT

This matter is before the Court on plaintiff's Election of Remittitur of Damages and Request for Entry of Judgment [Docket No. 120]. On February 16, 2011, the Court granted in part and denied in part defendants' motion for a new trial [Docket No. 119]. The Court found that the jury in this case awarded duplicative damages and ordered plaintiff to elect either a remittitur of damages or a new trial limited to the issue of damages. Plaintiff now advises the Court that it elects a remittitur of damages reducing the total amount of damages to \$68,665.00.

Accordingly, it is

ORDERED that final judgment shall enter as follows:

The Court denied in part and granted in part plaintiff's claim for declaratory relief Docket No. 119 at 16-19. Plaintiff's first three requests for declaratory relief were denied and its fourth request was granted. Declaratory judgment shall enter stating that

the lease as amended does not require plaintiff pay to the landlord plaintiff's revenue from its stylists.

Judgment shall enter on plaintiff's three claims for breach of contract reflecting the jury verdict, except that the amount of damages is remitted to \$68,665.00, reflecting \$43,959.00 in damages on its first claim, \$1.00 on its second, and \$24,705.00 on its third.

The Court entered judgment as a matter of law on plaintiff's claim for breach of the implied covenant of good faith and fair dealing. Docket No. 112 at 7-20.

The Court denied plaintiff's claim for equitable estoppel. Docket No. 119 at 20-21.

Plaintiff withdrew its claims for unjust enrichment, money had and received, and contract implied in law, and these claims are dismissed without prejudice. Docket No. 104 at 2-3.

The Court dismissed plaintiff's claim for accounting without prejudice. Docket No. 119 at 19-20.

The Court denied plaintiff's claims for reformation as moot. Docket No. 119 at 20.

The Court denied defendants' counterclaim for declaratory judgment. Docket No. 119 at 21.

The jury rejected defendants' counterclaim for breach of the lease. Docket No. 102-1 at 6.

The Court denied defendants' counterclaim for termination of the lease. Docket No. 119 at 21.

The Court dismissed defendants' counterclaim for rescission without prejudice.
Docket No. 119 at 21-22.

DATED February 28, 2011.

BY THE COURT:

s/Philip A. Brimmer
PHILIP A. BRIMMER
United States District Judge