

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO
Judge William J. Martínez**

Civil Action No. 11-cv-01468-WJM-BNB

SOLIDFX, LLC,

Plaintiff,

v.

JEPPESEN SANDERSON, INC.,

Defendant.

**ORDER SETTING POST-TRIAL BRIEFING SCHEDULE ON DEFENDANT'S
RENEWED MOTION FOR JUDGMENT AS A MATTER OF LAW**

On April 15, 2014, following the close of Plaintiff's case-in-chief, the parties made oral motions for judgment as a matter of law pursuant to Federal Rule of Civil Procedure 50(a). (ECF No. 340.) The Court heard argument on the motions and took them under advisement, pending Defendant's presentation of its case. (*Id.*) On April 16, 2014, following the close of all evidence at trial, the parties orally renewed their motions, and Defendant filed a written supplement elaborating on its argument. (ECF No. 341.) The Court then orally ruled on the parties' mid-trial motions, and informed Defendant that, to the extent the Court's ruling did not touch on all issues addressed in the written renewed motion, such issues were preserved for consideration post-verdict. (ECF No. 342.) On April 17, 2014, the jury returned a verdict on the claims at issue in this case, awarding Plaintiff the following damages: \$42,308,000 on its breach of contract: development of iPad apps claim, \$615,000 on its breach of contract: JIT for tailored terminal charts claim, \$173,000 for its negligent misrepresentation claim, and

\$1 on each of the other claims. (ECF No. 343-6.)

As the verdict has now been returned, the Court must address Defendant's renewed Motion for Judgment as a matter of law ("Motion"). (ECF No. 341.) Plaintiff shall respond to the Motion no later than May 13, 2014. Defendant shall file a reply by no later than May 23, 2014.

Without limiting the scope of its response brief, the Court directs Plaintiff to specifically respond—with appropriate legal and factual support—to Defendant's argument that, based on the trial testimony indicating that Defendant intends to give notice of its intent to terminate the contract between the parties as of December 31, 2014, the Court cannot include in its judgment the portion of the jury's verdict that awarded damages for lost business value beyond this date. (See ECF No. 341 at 15-16.) In addition, both parties shall address how the Court should calculate pre-judgment interest on each aspect of the jury's damages award, including the date from which such interest shall be calculated.

Dated this 29th day of April, 2014.

BY THE COURT:



William J. Martínez
United States District Judge