

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
DOCKET NO. 3:17-cv-242-MOC-DSC

D. LANE BAUCOM, JR.,)
)
Plaintiff,)
)
Vs.) **ORDER**
)
DOALL COMPANY,)
)
Defendant.)

This matter is before the Court on Defendant DoALL Company, Inc.’s (“Defendant,” or “DoALL”) post-trial motions under Rules 50(b), 59(a), and 59(e) of the Federal Rules of Civil Procedure.

I. BACKGROUND

Plaintiff D. Lane Baucom, Jr. filed this action on May 5, 2017, bringing claims against Defendant for: (a) breach of contract; (b) retaliation in violation of the Family Medical Leave Act, 29 U.S.C. §§ 2601, et seq. (“FMLA”); and (c) retaliation in violation of the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, et seq. (“ERISA”). Plaintiff’s claims came on for a jury trial starting February 19, 2019, at the start of which Plaintiff voluntarily dismissed his ERISA claim. After a four-day jury trial, on February 22, 2019, a jury returned a unanimous verdict in favor of Defendant and against Plaintiff as to the FMLA claim, and in favor of Plaintiff and against Defendant as to the breach of Employment Agreement claim. The jury awarded damages to Plaintiff for breach of contract in the amount of \$258,444.01.

At trial, Plaintiff presented testimony of three witnesses: Plaintiff Lane Baucom, business advisor Jeff Wolfberg, and Defendant’s district sales manager, Doug Mohney, as an

adverse witness. Plaintiff introduced 34 exhibits at trial, among which were the Employment Agreement between Defendant and Plaintiff, which included the terms of Plaintiff's compensation and his expected position at DoALL (which was supposed to be "Manager of Business Development"); multiple emails and documents establishing that DoALL breached the Employment Agreement by continuously seeking to foist onto Plaintiff duties for which he had not been hired to do, and for which he later was fired; multiple emails and documents establishing that Plaintiff was led to believe by DoALL that he was entitled to, and did, exercise his rights under the FMLA; and evidence that Plaintiff later reasonably tried to mitigate his damages by seeking other employment of a like nature, but was unsuccessful.

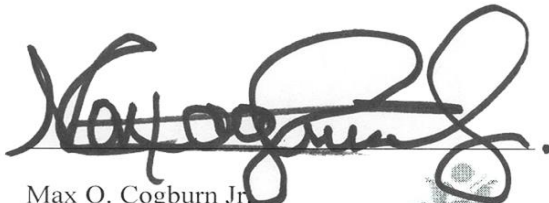
DoALL presented the testimony of Doug Mohney (during Plaintiff's case) and its regional sales manager, David Wheeler, and introduced a lesser number of exhibits in its case. The jury assessed the evidence and the credibility of the witnesses, and reasonably determined, based on a preponderance of the evidence standard, that DoALL breached the Employment Agreement, that Plaintiff suffered damages and had taken reasonable steps to mitigate his damages, and that Defendant had failed to meet its burden of proving that Plaintiff failed to mitigate. As noted, the jury found for Defendant as to the FMLA claim.

II. DISCUSSION

Defendant now brings post-trial motions under Rules 50 and 59, in which Defendant argues that the evidence "clearly and unmistakably" leans in its favor and that "no reasonable jury" could have found in Plaintiff's favor on the breach of employment agreement issue or the damages issue. To the contrary, ample and sufficient evidence in the record supported the jury's verdict, including the admitted exhibits and the testimony of the witnesses, whose credibility was tested by cross examination. The verdict does not reflect an unreasonable or unjust result in this

case. The Court correctly and properly ruled against Defendant's motion for judgment as a matter of law made during trial. The Court's rulings during trial were not erroneous and did not prejudice the Defendant. Moreover, the Court did not err in ruling that DoALL was equitably estopped to deny Plaintiff's FMLA eligibility, or in sending the FMLA claim to the jury, nor did the submission of that claim mislead or confuse the jury. In sum, Defendant's motions are denied.

Signed: May 31, 2019



Max O. Cogburn Jr.
United States District Judge