

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

PARAMOUNT FINANCIAL : CIVIL ACTION
COMMUNICATIONS, INC., et al., :
 : NO. 15-405
Plaintiffs :
v. :
 :
BROADRIDGE INVESTOR :
COMMUNICATIONS SOLUTIONS, :
INC., :
 :
Defendant. :

ORDER

AND NOW, this **26th** day of **July, 2023**, upon consideration of the record and the parties' post-trial submissions, it is hereby **ORDERED** that:

1. Broadridge's Motion to Strike the Expert Report and Testimony of Michael Molder (ECF No. 220) is **GRANTED**.
2. Broadridge's Renewed Motion for Judgment as a Matter of Law (ECF No. 231) is **GRANTED IN PART** and **DENIED IN PART**.¹
3. Plaintiff Jonathan Miller's Motion for a New Trial (ECF No. 232) is **DENIED**.
4. Plan Management's Motion to Award Post-Judgment Interest (ECF No. 227) is **DENIED AS MOOT**.

¹ As set forth in the accompanying Memorandum, as to liability, the Motion is denied as to breach of contract and gross negligence but granted as to willful misconduct. As to damages, the Court denies the motion for judgment as a matter of law but grants the alternative motion for a new trial as to damages only.

5. Broadridge's Motion to Stay the Execution of Judgment (ECF No. 246) is **DENIED AS MOOT**.
6. Broadridge's Motion for Leave to File a Reply and Plan Management's Motion for Leave to File a Reply (ECF Nos. 259 and 253) are **GRANTED**.

It is **FURTHER ORDERED** that the Civil Judgment entered on December 8, 2022 (ECF No. 225), is **VACATED** as to damages only. The parties shall meet and confer and submit a joint status report informing the Court as to how the case should proceed on or by **August 11, 2023**. The Court will then coordinate with the parties to schedule the new trial as to damages only.

IT IS SO ORDERED.

Eduardo C. Robreno

EDUARDO C. ROBRENO, J.