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SOOMI AMAGASU, both Individually and as Spouse and Power of Attorney for FRANCIS AMAGASU, Plaintiffs, v. FRED BEANS FAMILY OF DEALERSHIPS, FRED BEANS FORD, INC., FRED BEANS FORD, INC. d/b/a FRED BEANS FAMILY OF DEALERSHIPS, FRED BEANS KIA OF LIMERICK, FRED BEANS MOTORS OF LIMERICK, INC., FRED BEANS MOTORS OF LIMERICK, INC. d/b/a FRED BEANS KIA OF LIMERICK, MITSUBISHI MOTORS NORTH AMERICA, INC., MITSUBISHI MOTORS CORPORATION, Defendants.	COURT OF COMMON PLEAS PHILADELPHIA COUNTY NOVEMBER TERM, 2018 NO.: 02406

MOTIONS FOR POST-TRIAL RELIEF OF
DEFENDANT MITSUBISHI MOTORS NORTH AMERICA, INC.

Under Pennsylvania Rule of Civil Procedure 227.1, Defendant Mitsubishi Motors North America, Inc. ("Mitsubishi") files the following Motions for Post-Trial Relief:

The jury's total award of $977 million is one of the largest verdicts in Pennsylvania history, and the largest ever in a crashworthiness case. The verdict includes a staggering award of $800 million in punitive damages, rendered after only a half-hour of deliberations.

For reasons set forth below, Mitsubishi requests JNOV, a new trial, or at least a substantial remittitur of the grossly excessive and shocking awards of both compensatory and punitive damages. Mitsubishi also requests an additional 30 days after receipt of the complete, official trial transcript to supplement these motions for post-trial relief.[1] Finally, Mitsubishi requests permission for briefing and oral argument in support of these and any supplemental post-trial motions, on a schedule to be determined by the Court.[2] Mitsubishi respectfully requests that post-trial briefing not be ordered until 30 days after Mitsubishi's deadline to file supplemental post-trial motions.

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[1] *See* Pa.R.C.P. 227.1(b)(2) (authorizing leave to specify additional grounds for post-trial relief); *see also Carr v. Michuck*, 234 A.3d 797, 803 (Pa. Super. 2020) (explaining that, following a verdict, litigants are permitted to "retain [appellate] counsel, who could subsequently amend the post-trial motion upon review of the record, if necessary"), *reargument denied* (Sept. 1, 2020); *accord Millard v. Nagle*, 587 A.2d 10, 12 (Pa. Super. 1991) (en banc), *aff'd*, 625 A.2d 641 (Pa. 1993).

[2] *See* Phila.L.Civ.R. *227(e)("(1) The Trial Judge shall schedule oral argument for a date certain[.] . . . (2) The court may require the parties to submit briefs in support of, or contra, the post-verdict motions.").

Overview

At the outset, Mitsubishi respectfully asks the Court to consider an especially glaring basis on which a new trial must be awarded—namely, the Court did not issue any crashworthiness instruction in this "classic" crashworthiness case.

The crashworthiness theory requires a plaintiff to prove that a defect in plaintiff's vehicle caused the plaintiff to suffer injuries beyond those that would have been sustained from the accident itself. Importantly, Pennsylvania law also requires that a jury be instructed on these legal principles.[3] Here, there was no instruction whatsoever on crashworthiness. On this exact basis, the Superior Court has found reversible error. *Colville v. Crown Equip. Corp*., 809 A.2d 916, 920-922 (Pa. Super. 2002), *appeal denied*, 829 A.2d 310 (Pa. 2003) (ordering new trial where, as here, trial court instructed on only "a traditional Section 402A strict products liability claim" because "a jury charge on crashworthiness was necessary").

The failure to issue any instruction on crashworthiness was largely the result of Plaintiffs' counsel's conduct. Whether by accident or design, Plaintiffs' counsel misled the Court into giving an instruction only on traditional strict liability (which did not address the required crashworthiness elements), rather than giving Mitsubishi's proposed crashworthiness instructions, which properly set forth the elevated burden of proof for crashworthiness claims. While Plaintiffs' counsel affirmatively represented to this Court that the charges they submitted were the "standard" charges to be given in a case like this, *see* Tr. 10/26/23 pm, p. 125 (Plaintiffs' counsel: "We ask that the standard charges be given."); *see also*, N.T., 10/27/23, a.m., p. 85, Plaintiffs' counsel did not tell this Court that they had omitted one-half of the standard charge on strict liability/crashworthiness.

[3] *Tincher v. Omega Flex, Inc.*, 180 A.3d 386, 402 (Pa. Super. 2018) (awarding new trial based on deficient instruction regarding plaintiff's burden of proof).

To the contrary, when the Court directly asked Plaintiffs' counsel if their proposed instructions were standard, counsel agreed that they were. *See* Tr. 10./26/23 pm, p. 122 ("THE COURT: Okay. You submitted a standard burden of proof, correct, Plaintiff? [Plaintiffs' counsel]: Correct, Your Honor.").[4]

Having claimed that their proposed instructions were standard, Plaintiffs' counsel then submitted what they purported to be Pa.S.S.C.J.I 16.70:

> **Factual Cause—Products Liability**
>
> If you find that the occupant restraint system was defective, Defendant Mitsubishi is liable for all harm caused to Plaintiffs by such defective condition. A defective condition is the factual cause of harm if the harm would not have occurred absent the defect. In order for Plaintiffs to recover in this case, Defendant Mitsubishi's defective product must have been a factual cause of the harm.

See Exhibit A, Plaintiffs' Proposed Jury Instructions, p. 23.

The following is what Plaintiffs' counsel deleted from Pa.S.S.C.J.I. 16.70, which would have properly instructed the jury that Plaintiffs were required to prove damages beyond those that otherwise would have occurred in the accident:

> **Factual Cause—Products Liability**
>
> If you find that the product was defective, the defendant is liable for all harm caused to the plaintiff by such defective condition. A defective condition is the factual cause of harm if the harm would not have occurred absent the defect. [In order for the plaintiff to recover in this case, the defendant's conduct must have been a factual cause of the accident.]
>
> *The plaintiff is required to prove only that the defect was a factual cause of damages beyond those that were probably caused by the original impact. The plaintiff is not required to prove that the defect caused the accident or initial*

[4] *See also*, Tr. 10/26/23 pm, p. 125 (Plaintiffs' counsel: "We ask that the standard charges be given.").

impact. Also, the plaintiff is not required to prove that the defect caused specific injuries that were not the result of the original impact or collision.

Pa.S.S.C.J.I. 16.70 (emphasis added).

Plaintiffs' counsel cannot credibly claim that they were not aware that the second part of the 16.70 instruction addressed crashworthiness. Earlier in trial, Plaintiffs' counsel specifically acknowledged this fact. *See* Tr. 10/26/23 am, 14 ("There's nothing separate for crash worthiness charges at all. The only time that a crash worthiness charge comes up is the topic of causation.") (emphasis added). Given this candid acknowledgement that the standard instructions do include crashworthiness, it was inexplicable for Plaintiffs' counsel to delete the crashworthiness language and then represent to the Court that their version of 16.70 was "standard." The result of this misconduct was that Plaintiffs' counsel both seemingly complied with the Court's wish to issue only standard instructions and omitted any instruction on crashworthiness in a classic crashworthiness case. That manipulation of the Court and the jury instructions, which lowered Plaintiffs' burden of proof, can be remedied only by the award of a new trial at which the jury is properly instructed on the well-settled elements of a crashworthiness claim. *Colville*, 809 A.2d at 920-922, 927; *Gorman v. Costello*, 929 A.2d 1208, 1212 (Pa. Super. 2007) ("where there is a prejudicial omission of basic information in the jury instructions, the court should grant a new trial" (citation omitted)).

For these and the following reasons, the Court should not permit the jury's shocking verdict to stand.

I. MOTION FOR JUDGMENT NOTWITHSTANDING THE VERDICT

1. Mitsubishi, having properly preserved its request for judgment as a matter of law with timely pretrial and trial motions and/or objections—including its motion for nonsuit (denied), its motion for directed verdict (denied), and its submission of proposed points for charge that

included binding points for charge (denied)—respectfully moves this Court to enter judgment notwithstanding the verdict because the verdict was not supported by sufficient evidence and is contrary to law for the following reasons.

A. Mitsubishi Is Entitled To Judgment As A Matter Of Law On Plaintiffs' Crashworthiness Design Defect Claim

2. This Court should grant JNOV because Plaintiffs failed to adduce sufficient evidence to prove the elements of a crashworthiness design defect claim under Pennsylvania law.

3. Specifically, Plaintiffs failed to prove:

- that the design of the vehicle was defective and that when the design was made, an alternative, safer, practicable design existed.
- what injuries, if any, the plaintiff would have sustained had the alternative safer design been used.
- what injuries were attributable to the defective design.

3. Plaintiffs failed to establish the requirements necessary to prove a defect—namely, that when Mitsubishi's restraint system was designed, (a) the restraint system design was defective, (b) the restraint system was subject to and/or failed any risk-utility standard, (c) the restraint system was subject to and/or failed any consumer-expectation test, and (d) the particular restraint system used by Mr. Amagasu was defective for these reasons or otherwise.

4. With respect to the risk-utility standard (item "a" above), Plaintiffs merely theorized, but failed to prove, that there was no utility to having excess slack in the seatbelt and/or that it was unduly risky to have a seatbelt with excess slack. This is insufficient to establish that the seatbelt constituted an unreasonably dangerous restraint system or failed any risk-utility standard.

5. Plaintiffs failed to establish that the restraint system failed the consumer expectation test, where Plaintiffs' only evidence related to whether Mr. Amagasu expected the vehicle to be unsafe, which is insufficient under Pennsylvania law to establish an unreasonably dangerous restraint system.

6. Plaintiffs failed to establish that a safer, practicable alternative design existed at the time Mitsubishi's restraint system was made. Among other deficiencies, Plaintiffs failed to establish (a) a safer practicable alternative design, (b) a safer practicable alternative design that was capable of being manufactured, marketed, and sold to the public when Mitsubishi's restraint system was designed (indeed, Plaintiffs' expert recognized that Plaintiffs' proposed design(s) was a "concept" that could not be manufactured for and sold to the public), (c) a safer practicable alternative design that was overall safer than Mitsubishi's restraint system (*i.e.*, safer when viewed in light of all potential crash conditions—and Plaintiffs' experts recognized that the alternative design(s) could create other crash hazards), and (d) a safer practicable alternative design that was (i) safer for this type of accident in general, and (ii) safer for the specific accident at issue here.

7. Plaintiffs failed to establish causation. Plaintiffs' design defect theory is predicated on the inclusion of the Energy Absorption loop (EA loop) in the driver seatbelt. The EA loop is designed to tear and introduce webbing under specified loads to assist with ride down. Plaintiffs argued that the deployment of the EA loop in this case introduced four inches of webbing into the system, which allegedly allowed Mr. Amagasu's head to contact the roof when the vehicle impacted a tree, resulting in his paralyzing neck injury. However, Plaintiffs' experts agreed that Mr. Amagasu's head would have been in contact with the roof at the time the vehicle impacted the tree without EA loop deployment. There is thus no evidence to support Plaintiffs' theory that the EA loop caused Mr. Amagasu's injuries.

8. Plaintiffs failed to establish that any proposed safer, practicable alternative design would have prevented Mr. Amagasu's injuries, let alone any enhanced injuries suffered by Mr. Amagasu. Plaintiffs further failed to establish that any of the individual elements, or the combined effect of any such elements, in any proposed safer, practicable alternative design would have prevented Mr. Amagasu's enhanced injuries.

9. Plaintiffs failed to establish that Mitsubishi's restraint system caused Mr. Amagasu's injuries (let alone any enhanced injuries), particularly to the extent that Mitsubishi's restraint system was used in compliance with the warnings and instructions provided by Mitsubishi. Plaintiffs' experts agreed that Mr. Amagasu's head would have reached the roof in this crash prior to the injurious tree impact without EA loop deployment—and Plaintiffs provided no material evidence establishing that the EA loop deployment caused Mr. Amagasu's injuries.

10. Plaintiffs failed to establish that any alternative, practicable design would have prevented Mr. Amagasu's head from being in contact with the roof at the moment of the injurious tree impact. Plaintiffs' experts recognized from their own testing that Mr. Amagasu's head would have reached the roof even without the EA loop deployment in Mitsubishi's restraint system. And Plaintiffs provided no material evidence establishing that any safer, alternative practicable design would have prevented Mr. Amagasu's head from hitting the vehicle roof, or would have prevented any enhanced injuries resulting from Mr. Amagasu's head hitting the vehicle roof or otherwise resulting from Mr. Amagasu's accident.

B. Mitsubishi Is Entitled To Judgment As A Matter Of Law On Plaintiffs' Crashworthiness Warning Defect Claim

11. This Court should grant JNOV in Mitsubishi's favor on Plaintiffs' warning claim.

12. JNOV is first required because Plaintiffs failed to satisfy the elements of a warning claim under Pennsylvania law, including:

- that the product was defective based on an inadequate warning that made the product "unreasonably dangerous." A product containing an obvious or well-known hazard is neither defective nor unreasonably dangerous, and there is no duty to warn of such dangers.
- that the absence or inadequacy of warnings caused the plaintiff's injury.

13. JNOV is required because Plaintiffs failed to establish by sufficient and competent evidence that Mitsubishi had a duty to warn or that its warning was inadequate.

14. JNOV is required because Plaintiffs failed to establish that Mitsubishi had an obligation to provide a warning about the well-known risk of injuries in car accidents like the accident here. Among other deficiencies, Plaintiffs failed to establish that, *inter alia*, (a) Mitsubishi had a duty to warn occupants of the risk of injuries in car accidents in general or car accidents of the type at issue here, (b) Mitsubishi's restraint system (and/or vehicle) contains a non-obvious danger that requires a warning or that a warning was necessary to protect against any potential defects, and (c) Mitsubishi's restraint system (and/or vehicle) was any less safe or differed in any material way from all other similarly situated vehicle restraint systems (and/or vehicles) on the market.

15. Even assuming Mitsubishi was required to provide a warning regarding the risk of injuries here (which it was not), JNOV is required because Plaintiffs failed to establish that Mitsubishi failed to provide a sufficient warning. Plaintiffs failed in particular to establish, *inter alia*, (a) that Mitsubishi failed to provide a sufficient warning in its owner's manual and other warnings, (b) that Mitsubishi should have provided a more detailed warning, and (c) what other warning Mitsubishi should have provided or what the content, design, and/or placement of any such warning concerning the restraint system or risks that the system could not fully eliminate

should have included. Indeed, Plaintiffs presented no material evidence of other warnings that should have been provided. Any attempt by Plaintiffs to pursue this theory also would have failed as a matter of law because manufacturers are neither obligated to warn against every specific type of injury that can ensue from every specific type of accident nor to provide more warnings than those offered by Mitsubishi here.

16. Plaintiffs failed to establish that any inadequate warning was the cause in fact or the legal cause of Mr. Amagasu's injuries.

17. Plaintiffs failed to establish that Mr. Amagasu ever saw, read, or attempted to follow any instructions or warnings in the "Owner's Manual." Plaintiffs provided no evidence that Mr. Amagasu read the Owner's Manual.

18. Plaintiffs failed to establish that Mr. Amagasu would have seen or heeded a hypothetical warning about the risk of this type of accident. Plaintiffs focused on speculative testimony that Mr. Amagasu would not have purchased and/or driven the vehicle had he received a sufficient warning. But Plaintiffs' attempt to pursue this "would not have purchased" theory is irrelevant as a matter of law and insufficient to carry Plaintiffs' legal and evidentiary burden, and Plaintiffs provided no other material, non-speculative evidence establishing that Mr. Amagasu would have seen or heeded a hypothetical warning about the risk of this type of accident.

19. Plaintiffs failed to establish by sufficient and competent evidence that any inadequate warning was the cause of Mr. Amagasu's injuries for the following reasons. Among other deficiencies, Plaintiffs failed to establish that, *inter alia*, any allegedly adequate warning would have prevented Mr. Amagasu's injuries—and Plaintiffs failed to offer any sufficient and competent evidence establishing, *inter alia*, what warning Mitsubishi should have provided to help Mr. Amagasu avoid injury, where Mitsubishi should have placed the warning, whether and how

Mr. Amagasu would have seen it (let alone heeded it) or adjusted his course of conduct to avoid or mitigate the risk, or how such a warning could otherwise have reduced the risk of Mr. Amagasu's injury.

C. Mitsubishi Is Entitled to Judgment As a Matter of Law on Plaintiffs' Punitive Damages Claim

20. This Court should grant JNOV in favor of Mitsubishi on Plaintiffs' punitive damages claim for the following reasons.

21. Plaintiffs failed to establish that they were entitled to an extreme remedy like punitive damages, which is available in only the most exceptional circumstances. In particular, Plaintiffs failed to establish that Mitsubishi acted in an outrageous fashion due either to Mitsubishi's evil motive or to Mitsubishi's reckless indifference to the rights of others. Plaintiffs also failed to establish that punitive damages were consistent with federal and state constitutional safeguards barring arbitrary, disproportionate, redundant and/or otherwise unfair punitive damages.

22. Plaintiffs failed to prove the elements of a punitive damages claim. Plaintiffs did not proffer any additional material evidence during the punitive damages phase, and instead simply relied on the evidence presented in the liability phase, which itself was an insufficient basis upon which to predicate a punitive damages award.

23. JNOV is required because the verdict was not supported by sufficient evidence and is contrary to law for the following reasons.

24. First, Plaintiffs failed to establish that Mitsubishi acted with evil intent or reckless indifference to the rights of others. Plaintiffs' liability-phase evidence—which focused on Mitsubishi's alleged failure to complete dynamic rollover testing—was insufficient to demonstrate the actus reus and mens rea required for punitive damages. Plaintiffs further failed to establish

that punitive damages were warranted given the lack of reprehensibility of Mitsubishi's conduct, the ratio of the sought punitive damages award to the actual harm inflicted on the Plaintiffs, and a comparison of the sought punitive damages award and the civil or criminal penalties that could be or have been imposed for comparable misconduct. Finally, Plaintiffs otherwise failed to establish that Mitsubishi acted with a sufficiently culpable state of mind or engaged in a sufficiently outrageous course of conduct.

25. Second, Plaintiffs failed to establish by sufficient and competent evidence that Mitsubishi's actus reus was sufficiently unreasonable, that Mitsubishi's mens rea was sufficiently culpable, or that Mitsubishi failed to comply with relevant industry standards and regulatory guidance (which serves to show that, *inter alia*, Mitsubishi did not act with a sufficiently culpable state of mind or by a sufficiently unreasonable course of conduct). Among other deficiencies, Plaintiffs failed to establish that (a) compliance with industry standards and regulatory guidance is irrelevant to the permissibility of punitive damages, (b) Mitsubishi failed to comply with industry standards and regulatory guidance (indeed, Plaintiffs conceded that Mitsubishi complied with federal regulatory standards), and (c) punitive damages were permissible or appropriate given Mitsubishi's compliance with industry standards and regulatory guidance.

26. Plaintiffs' failures of proof independently and collectively show that Plaintiffs failed to establish with sufficient and competent evidence that Mitsubishi could be subject to the punitive damages award here consistent with Pennsylvania and federal constitutional standards (including but not limited to Article I, Section 13 of the Pennsylvania Constitution and the Eighth Amendment to the United States Constitution and due process guarantees of both Constitutions—which, *inter alia*, prohibit disproportionate and grossly excessive punishment (like that here), punishment lacking fair-notice (like that here), and arbitrary punishment (like that here)).

* * *

27. JNOV is required for other significant reasons that may be ascertained upon receipt and review of the complete, official trial transcript.

WHEREFORE, Mitsubishi respectfully requests this Court to enter judgment in its favor and against Plaintiffs notwithstanding the verdict.

II. MOTION FOR NEW TRIAL

28. Mitsubishi, having preserved its claims with timely pretrial and trial motions and/or objections, which were improperly denied and/or overruled, respectfully moves this Court to order a new trial on all issues for the reasons set forth below.

29. A new trial on all issues is required because the verdict was against the weight of the evidence, insofar as the evidence presented by Plaintiffs clearly failed to establish that Mitsubishi's restraint system was defective, that any alleged design defect enhanced Mr. Amagasu's injuries, or that there was a safer alternative practicable design that would have reduced or prevented Mr. Amagasu's injuries, as required to prove a crashworthiness claim. The jury's contrary findings were against the manifest weight of the evidence.

30. As set forth at the outset of these Motions, a new trial is required because the Court committed a prejudicial error of law and abuse of discretion when it denied Mitsubishi's proposed jury instructions and jury verdict sheet on crashworthiness. To satisfy the elements of a crashworthiness design defect claim, a plaintiff is required to establish the following elements:

- First, the plaintiff must demonstrate that the design of the vehicle was defective and that when the design was made, an alternative, safer, practicable design existed.
- Second, the plaintiff must show what injuries, if any, the plaintiff would have received had the alternative safer design been used.

- Third, the plaintiff must prove what injuries were attributable to the defective design.

The Court prejudicially erred in refusing to charge the jury at all on these or any crashworthiness elements and in refusing to request jury fact-finding on the elements of a crashworthiness claim. The Court's refusal to do so was based on an erroneous premise—that the Court should not depart from the Suggested Standard Jury Instructions (SSJI) unless the parties agreed otherwise. The SSJI, however, are merely advisory and nonbinding. They may not be inconsistent with prevailing case law, and they provide no authority for the Court to contravene its obligation to instruct the jury on all legal principles that govern the case. The rejection of Mitsubishi's proposed jury instructions and verdict sheet thus requires a new trial.

31. Even if the Court were obligated to follow the SSJI (it is not), a new trial is required because the Court committed a prejudicial error of law and abuse of discretion when the instructions it issued to the jury omitted, at Plaintiffs' counsel's urging, the second paragraph of SSJI 16.70. In relevant part, that instruction states, "The plaintiff is required to prove only that the defect was a factual cause of damages beyond those that were probably caused by the original impact." Despite Plaintiffs' counsel's focus on the SSJI, Plaintiffs' counsel deleted that instruction in the SSJI and presented the altered version to the Court as the "standard" instruction. By changing the language, Plaintiffs eliminated the only semblance of a crashworthiness instruction in the SSJI, so a classic crashworthiness case went to the jury with no guidance on Plaintiffs' elevated burden of proof, including their burden to prove enhanced injury in a classic crashworthiness case. The erroneous and prejudicial omission of any crashworthiness instruction infected the entire verdict regarding all theories of liability because, whether Plaintiffs sought to recover for an alleged design defect, an alleged failure to warn, or otherwise, they were required

to show causation of an enhanced injury, which was the very point of SSJI 16.70, and the omission of that or a similar causation instruction rendered all theories invalid.

32. A new trial is required because the Court committed a prejudicial error of law and abuse of discretion when it instructed the jury that it "may" consider the existence of a feasible alternative design. To establish a claim for crashworthiness, Plaintiffs must show the existence of a feasible alternative design. Moreover, although the Court included a question regarding feasible alternative design on the verdict sheet, the jury was provided no guidance whatsoever in its instructions regarding the meaning or import of the question or what factors the jury should consider in answering the question, which caused substantial confusion and prejudice.

33. A new trial is required because the Court committed a prejudicial error of law and abuse of discretion by instructing the jury that Mitsubishi could be held strictly liable for a design defect if the jury found Mitsubishi's seatbelt restraint system "unreasonably dangerous" without defining the term "unreasonably dangerous," which is a term of art. As with the jury question regarding feasible alternative design, the jury lacked appropriate (or any) guidance in answering the crucial question regarding whether the restraint system was unreasonably dangerous.

34. A new trial is required because the Court committed a prejudicial error of law and abuse of discretion when it denied Mitsubishi's motion in limine on the consumer-expectations theory of design defect, permitted Plaintiffs to assert that theory, and instructed the jury on that theory. The consumer-expectations theory of design defect is inappropriate for complex products such as automobiles and their component parts. Both Plaintiffs' and Mitsubishi's design experts agreed that the evaluation of a vehicle's occupant restraint system involves detailed expert analysis of multiple sources of technical information. Average lay jurors have no reasonable expectations

about a product as complex as a seatbelt restraint system. Because the jury was prejudicially mis-instructed on the bases on which it could find design defect liability, a new trial is required.

35. A new trial is required because the Court committed a prejudicial error of law and abuse of discretion when it granted Plaintiffs' motion in limine and precluded Mitsubishi and its experts and witnesses from introducing evidence or testifying about Mitsubishi's seatbelt restraint system's (and/or vehicle's) compliance with Federal Motor Vehicle Safety Standards ("FMVSS") and other governmental and industry standards. The fact that the restraint system (and/or vehicle) complied with federal safety standards was relevant at trial because it goes to the safety of the product and not the conduct of the manufacturer. The evidence was also relevant and admissible to rebut Plaintiffs' focus on Mitsubishi's alleged lack of testing, including the allegation in Plaintiffs' counsel's opening statement that Mitsubishi's conduct was "outrageous" and Plaintiffs' expert Larry Sicher's testimony that Mitsubishi "egregious[ly]" failed to test the subject vehicle. Although the Court acknowledged that such allegations opened the door to cross-examination about the subject vehicle's compliance with FMVSS, the Court permitted defense counsel to ask only two questions about FMVSS and did not permit Mitsubishi to raise the issue again with its own witnesses and experts to fully educate the jury. A more thorough discussion of the standards, including during the testimony of Mitsubishi's corporate representative Toshio Kishida, was essential for the jury to understand and evaluate the alleged defectiveness of the restraint system, Plaintiffs' claims, and Mitsubishi's defenses.

36. A new trial is required because the Court committed a prejudicial error of law and abuse of discretion by permitting Mr. and Ms. Amagasu to offer speculative testimony about what Mr. Amagasu would have done had Mitsubishi issued a different Owner's Manual-based warning.

There was no foundation for that testimony or any Owners' Manual-based warnings claims because Plaintiffs presented no evidence that Mr. Amagasu even read the Owner's Manual.

37. A new trial is required because the Court committed a prejudicial error of law and abuse of discretion by failing to instruct the jury that in considering punitive damages, the jury must consider compliance with FMVSS and industry custom and practice. That failure was especially prejudicial in light of the Court's instruction to the jury in the compensatory phase that it should not consider compliance with FMVSS and industry custom and practice as a defense to liability. Thus, although FMVSS were properly referenced in the compensatory phase after Plaintiffs opened the door and the FMVSS were plainly admissible in the punitive phase, the only instruction the jury heard was to disregard the FMVSS and industry custom and practice. That severely prejudiced Mitsubishi. The punitive damages instructions were also otherwise inadequate because the Court failed to instruct the jury on the relevant factors to determine whether to impose punitive damages. The Court failed to instruct the jury on the difference between negligence and gross negligence—neither of which is sufficient to award punitive damages—and wanton, willful, or reckless conduct. The Court's refusal to instruct the jury with more specific guideposts on punitive damages was based on its erroneous premise that it should not depart from the SSJI absent agreement of the parties.

38. The verdict was contrary to the clear and overwhelming weight of the evidence for the following reasons:

a. The jury's finding that Mitsubishi was strictly liable under the risk-utility test, under the consumer-expectations test, for failure to warn, for lack of crashworthiness, or otherwise was against the weight of the evidence.

b. The jury's verdict was against the weight of the evidence because Plaintiffs failed to adduce the necessary competent and qualified expert testimony against Mitsubishi and its employees and agents.

c. The jury's finding that Mitsubishi was a factual or legal cause of the harm alleged by Plaintiffs was against the weight of the evidence.

d. The jury's grossly excessive awards for economic and non-economic damages were against the weight of the evidence.

e. The jury's grossly excessive punitive damages award was against the weight of the evidence.

Because the weight of the evidence does not support a jury verdict that credited Plaintiffs' claims and theories and awarded exorbitant compensatory damages (which this Court itself characterized as "excessive") and punitive damages, a new trial on all issues is required.

39. A new trial is required because the Court committed a prejudicial error of law and abuse of discretion when it overruled Mitsubishi's objections and permitted Larry Sicher, Plaintiffs' expert in occupant restraint design and failure analysis, to testify about the biomechanical aspects of Mr. Amagasu's injuries and whether the injuries could have been avoided. Among other deficiencies, those improper opinions include speculation about what might have prevented "Mr. Amagasu's head from striking" and "causing these types of injuries." This testimony was improper, beyond Mr. Sicher's expertise, and prejudicial. Because the jury relied on such incompetent and unqualified expert testimony to find liability and award damages, a new trial is required.

40. A new trial is required because the Court committed a prejudicial error of law and abuse of discretion when it overruled Mitsubishi's objections and permitted Ronald Fijalkowski,

Plaintiffs' biomechanical expert, to testify about the design aspects of the vehicle and whether alternative designs were possible. Among other deficiencies, those improper opinions included discussion of the "technology" of a "lap belt that doesn't rip itself apart," and whether it would have been "possible to start setting up the vehicle the same way as the Cruze and the Civic and the Impreza where you're going to get those 6, 7 inches of clearance." This testimony was improper, beyond Mr. Fijalkowski's expertise, and prejudicial. Because the jury relied on such incompetent and unqualified expert testimony to find liability and award damages, a new trial is required.

41. A new trial is required because the Court committed a prejudicial error of law and abuse of discretion when it denied Mitsubishi's motion in limine to preclude Plaintiffs' expert, Royal Bunin, from offering opinions about and calculating Plaintiffs' future medical expenses using a total offset method. The total offset method facilitates the calculation of the effect of inflation on lost future wages by not discounting the value of future wages to present value. But the Pennsylvania Supreme Court has never approved that method for calculating future medical expenses, and it is not appropriate for such a calculation. The Court prejudicially erred by permitting Plaintiffs to calculate future medical expenses without requiring that any such projected expenses be discounted to present value at a six-percent rate.

42. A new trial on all issues is required because the size of the verdict and the brevity of the jury's deliberations on damages indicates passion and prejudice, which tainted the entire verdict. An excessive award after only brief jury deliberations indicates passion, prejudice, or other improper motive. Here, the jury deliberated only for only a half-hour before assessing one of the largest punitive damages awards in the history of Pennsylvania for a single-plaintiff tort suit.

43. A new trial is required because the Court abused its discretion by refusing to grant a mistrial based on Plaintiffs' counsel's inflammatory and unduly prejudicial remarks during

closing statement at the punitive damages phase, which, *inter alia*, urged the jury to punish Mitsubishi for hypothetical scenarios involving non-parties to the litigation. These statements were prejudicial, as the Court recognized, and they inflamed the jury, as demonstrated by the remarkable size of the jury's verdict after only brief deliberation. Accordingly, the Court should have granted Mitsubishi's mistrial motion and otherwise ensured Mitsubishi's right to a fair trial. Because it did not, a new trial is required.

44. A new trial on all issues is required for other significant reasons that may be ascertained upon receipt and review of the complete, official trial transcript.

45. A new trial on punitive damages is required if the Court grants judgment on either of Plaintiffs' liability claims. In that circumstance, the verdict form would not allow a determination that the punitive damages award was not based on the vacated liability theory.

WHEREFORE, Mitsubishi respectfully moves this Court to award a new trial on all issues.

III. MOTION FOR REMITTITUR

46. Mitsubishi respectfully avers that, in addition to its foregoing requests for JNOV and a new trial generally, it is entitled to a substantial remittitur of the shocking and grossly excessive jury verdict.

47. The trial court has inherent authority to determine that a damages award is excessive and to order a new trial, or to condition the denial of a new trial on the acceptance of remittitur.

48. At a minimum, the Court should grant a substantial remittitur of the damages awards. Remittitur is proper and indeed required when it is apparent that the jury has returned a verdict that is excessive in amount and beyond what the evidence warrants. Pennsylvania trial courts regularly exercise their discretion to remit a jury award that is excessive on its face. For example, in a recent jury trial following a plaintiff's gynecomastia (permanent enlargement of

male breasts) allegedly caused by an anti-psychotic medication prescribed at a very young age, the jury awarded $8 billion in punitive damages. The trial court promptly remitted to a still significant $6.8 million—*less than 0.1 percent* of the jury's original punitive damages award. Even if it declines to award JNOV or a new trial, this Court should not hesitate to reduce the present awards to a small fraction of their current value.

49. For the reasons set forth below, the two damage awards—$177 million in compensatory damages and $800 million in punitive damages—were unsupported by the record, against the weight of evidence, manifestly excessive under the circumstances, unconstitutional, shock the conscience, far exceed what may be considered reasonable compensation and punishment, and were based on inflammatory statements, speculation, conjecture, bias, and prejudice against Mitsubishi.

A. The Excessive Compensatory Damages Award Violates Pennsylvania Law and Due Process

50. Substantial remittitur is required because the verdict was against the weight of evidence, arbitrary, and excessive, as Plaintiffs failed to establish that they incurred nearly $177 million in compensatory damages. Compensatory damages are intended to redress a plaintiff's concrete loss, while punitive damages are aimed at deterrence and retribution. But the jury's award of $177 million in compensatory damages amounted to an improper imposition of punitive damages. Ninety percent of the award—$160 million—was for noneconomic damages, such that the jury's compensatory damages award cannot be considered to redress concrete loss and was instead the product of passion, prejudice, or an improper motive to punish and deter. Mitsubishi did not have fair notice that it might be exposed to such excessive liability. The jury's verdict

violates Due Process under both the Pennsylvania and United States Constitutions and compels judgment notwithstanding the verdict, a new trial, or, at minimum, remittitur.[5]

1. The Compensatory Damages Award For Noneconomic Damages Was Excessive Under Pennsylvania Law.

51. Substantial remittitur is required because the verdict was against the weight of evidence, arbitrary, and excessive. Although the parties stipulated to past medical expenses of $925,477, Plaintiffs failed to establish that they incurred nearly $177 million in compensatory damages. Of that compensatory damages award, $12.5 million was awarded in future medical expenses, over $700,000 in past lost earnings, over $2 million in lost future earnings, $20 million in past noneconomic damages, $120 million in future noneconomic damages, and $20 million for loss of consortium to Soomi Amagasu. Both the economic and noneconomic compensatory damages awarded were excessive and not supported by substantial evidence.

52. Substantial remittitur is required because Plaintiffs failed to adduce sufficient, proper, or competent evidence of conscious pain and suffering, mental anguish, discomfort, inconvenience, or distress that supports a noneconomic damages award of $160 million, which constitutes 90 percent of the total compensatory damages award. Compensatory damages are intended to redress a plaintiff's concrete loss. The fact that economic damages represent merely 10 percent of the total compensatory damages award is a strong indication of excessiveness that must be reduced by remittitur, which, if rejected by Plaintiffs, must result in the award of a new trial.

53. Substantial remittitur is required because a noneconomic damages and loss of consortium award of $160 million, against the backdrop of an award for $17 million in economic

[5] In its briefing, Mitsubishi will apply the analysis mandated by *Commonwealth v. Edmunds*, 586 A.2d 887 (Pa. 1991), for claims asserted under the Pennsylvania Constitution.

damages, demonstrates that the award is improperly arbitrary, speculative, punitive, and unreasonable.

54. Substantial remittitur is required because this Court is charged with the responsibility to keep noneconomic awards within reasonable bounds in cases where the jury's sympathy for a plaintiff improperly leads to an arbitrary, speculative, punitive, and unreasonable compensatory damages award.

55. Substantial remittitur is required because there was an insufficient basis for awarding Plaintiffs $160 million in noneconomic damages and because an award of this staggering amount is excessive on its face, against the weight of evidence, shocks the conscience, and far exceeds what would be considered reasonable compensation.

2. The Compensatory Damages Award Violates Due Process Rights and Guarantees against Excessive Fines.

56. Substantial remittitur is required because Due Process requires procedures that provide protection against arbitrary and inaccurate adjudication and the Pennsylvania and United States Constitutions forbid excessive fines.

57. Substantial remittitur is required because Plaintiffs' counsel's invitation to the jury to punish Mitsubishi for being a large corporation and other inflammatory remarks resulted in a damages award that is far out of step with any awards issued in comparable cases, was grossly excessive, arbitrary, irrational, and intended to exact punishment rather than provide compensation.

58. The noneconomic and loss-of-consortium damages awards are also unconstitutionally excessive as a matter of federal due process.

B. The Punitive Damages Award Violates Due Process Guarantees and the Excessive Fines Clauses of both the Pennsylvania and United States Constitutions And Should Be Set Aside Or, In The Alternative, Should Be Substantially Remitted

1. The Punitive Damages Award is Unconstitutionally Excessive.

59. Substantial remittitur is required because Due Process prohibits unreasonably excessive or arbitrary punishments on a tortfeasor. In reviewing punitive damages awards, courts must consider: (1) the degree of reprehensibility of the defendant's misconduct; (2) the disparity between the actual or potential harm suffered by the plaintiff and the punitive damages award, and (3) the difference between the punitive damages awarded by the jury and the civil penalties authorized or imposed in comparable cases.

60. Substantial remittitur is required because the punitive damages award in this case is excessive under all three guideposts.

61. On the first guidepost, the record does not show that the degree of reprehensibility of Mitsubishi's conduct warranted a $800 million punitive damages award, especially where Plaintiffs introduced no evidence at all, much less evidence of reprehensibility, net worth, or other relevant evidence, in the punitive phase of trial.

62. The second guidepost is the ratio between the punitive and compensatory awards. Due Process requires that when, as here, compensatory damages are substantial, the ratio of punitive damages to compensatory damages generally cannot exceed 1:1. The punitive damages award here violates Due Process because the compensatory damages award, at $177 million, is substantial, and the ratio of punitive damages to compensatory damages far exceeds a 1:1 ratio.

63. Should this Court substantially reduce the compensatory damages award, substantial remittitur of the punitive damages award would be automatically required.

64. The third guidepost is a comparison between the punitive award and the civil penalties for comparable conduct. The punitive damages award here violates Due Process because it dwarfs awards in all other single-plaintiff automotive injury cases and is among the largest awards in single-plaintiff personal injury cases in Pennsylvania. It also dwarfs any statutory penalties that could be imposed, and Plaintiffs introduced no evidence of such penalties anyway.

65. Substantial remittitur is required because Due Process requires that punitive damages should not be imposed on the basis of conduct that lacks any nexus to the individual plaintiff's claimed injury. Due Process does not permit adjudicating the merits of other parties' hypothetical claims against a defendant under the guise of the reprehensibility analysis.

66. Nevertheless, in the second phase's closing arguments, Plaintiffs' counsel invited the jury to punish Mitsubishi for hypothetical scenarios involving non-parties to the litigation. Defense counsel objected to the inflammatory statements. After dismissing the jury for deliberations, the Court heard the objection, during which defense counsel moved for mistrial. Although the Court agreed that the Plaintiffs' statements in closing were inflammatory, the Court denied the motion for mistrial. It is clear that the inflammatory statements animated the jury's excessive punitive damages award, after having already awarded excessive compensatory damages, and requires remittitur.

67. Substantial remittitur is required because the punitive damages claim should not have been submitted to the jury in the first place.

68. Substantial remittitur is required because the Court committed a prejudicial error of law and abuse of discretion when it denied Mitsubishi's motion for nonsuit/directed verdict as to punitive damages.

69. Substantial remittitur is required because the instructions on punitive damages did not adequately explain what the jury could consider for punitive damages, including but not limited to the difference between negligence, gross negligence and wanton, willful, and reckless conduct, and Plaintiffs submitted no net worth or other financial information that would have properly guided the jury as it determined an appropriate amount, if any, of punitive damages.

2. The Punitive Damages Award Violates the Excessive Fines Clauses of Article I, Section 13 of the Pennsylvania Constitution and the Eighth Amendment of the United States Constitution.

70. The Excessive Fines Clauses prohibit civil damages awards that serve a punitive function and that are grossly disproportionate to the gravity of a defendant's offense. Here, Mitsubishi's purported offense exhibited minimal, if any, gravity.

71. Substantial remittitur is required because the $800 million punitive damages award constitutes an excessive fine prohibited by the Excessive Fines Clauses.[6]

3. The Punitive Damages Award Was Excessive Under Pennsylvania Law.

72. Substantial remittitur is required because under Pennsylvania law, the size of a punitive damages award must be reasonably related to the interest in punishing and deterring the particular behavior of the defendant, and not the product of arbitrariness or unfettered discretion.

73. Substantial remittitur is required because under Pennsylvania law, punitive damages are an extreme remedy available in only the most exceptional matters.

74. Substantial remittitur is required, at a minimum, because the jury disregarded the Court's instruction to deliberate for the purpose of arriving at a fair verdict by deliberating for only

[6] As noted, in its briefing, Mitsubishi will apply the analysis mandated by *Commonwealth v. Edmunds*, 586 A.2d 887 (Pa. 1991), for any and all claims asserted under the Pennsylvania Constitution.

approximately 30 minutes before awarding $800 million in punitive damages. Under Pennsylvania law, an excessive award issued after brief deliberation is indicative of a jury disregarding instructions of the court and may be set aside on that basis. At minimum, the Court should substantially reduce the punitive damages award as a result.

75. For the foregoing reasons, the Court should vacate the punitive damages award in its entirety, or, in the alternative, reduce the award to no more than the amount of the substantially remitted compensatory damages award.

WHEREFORE, Mitsubishi respectfully requests this Court enter an order granting remittitur.

IV. MOTION FOR LEAVE TO SUBMIT SUPPLEMENTAL REASONS

76. Mitsubishi respectfully asks this Court to allow an additional 30 days upon receipt of the complete, official trial transcript to review the transcript and supplement Mitsubishi's reasons for post-trial relief, and in support thereof avers the following:

a. This case involved significant pre-trial and trial rulings, which are part of the record, and produced lengthy trial testimony and numerous exhibits, all of which made the trial of the above matter complex;

b. The amount of the verdict is substantial, and granting Mitsubishi leave to review the complete, official trial transcript will ensure that it receives a full and adequate hearing on its post-trial motions;

c. Granting leave to obtain copies of the complete, official trial transcript will cause no prejudice to Plaintiffs.

77. As noted previously, Mitsubishi also respectfully requests that post-trial briefing not be ordered until 30 days after the deadline for Mitsubishi to supplement its post-trial motions.

WHEREFORE, Mitsubishi respectfully moves this Court to grant an additional 30 days after receipt of the complete, official transcript to supplement its reasons for the preceding motions, and an additional 30 days thereafter to prepare briefing in support of these motions and any supplemental motions.

Respectfully submitted,

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/s/ *William Conroy*
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Emily Rogers, Esquire
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MARSHALL DENNEHEY WARNER COLEMAN & GOGGIN

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Respectfully submitted,

LAMB MCERLANE PC

/s/ *Maureen McBride*
Maureen M. McBride, Esquire
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Date: November 9, 2023

EXHIBIT A

EISENBERG, ROTHWEILER, WINKLER, EISENBERG & JECK, P.C.
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Nancy J. Winkler, Esquire
Daniel J. Sherry, Jr., Esquire
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Attorney I.D. Nos. 32151 / 49465 / 201515 / 323820
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KASTER, LYNCH, FARRAR & BALL, LLP
BY: Kyle W. Farrar, Esquire
Wesley T. Ball, Esquire
Pro Hac Vice

Attorneys for Plaintiffs

SOOMI AMAGASU, both Individually and as Spouse and Power of Attorney for FRANCIS AMAGASU,	:	COURT OF COMMON PLEAS PHILADELPHIA COUNTY
v.	:	NOVEMBER TERM, 2018
MITSUBISHI MOTORS NORTH AMERICA, INC., et al.	:	No.002406

PLAINTIFFS' PROPOSED JURY INSTRUCTIONS

Respectfully submitted,

EISENBERG, ROTHWEILER, WINKLER, EISENBERG & JECK, P.C.

BY: */s/ Daniel J. Sherry, Jr., Esquire*
Stewart J. Eisenberg, Esquire
Nancy J. Winkler, Esquire
Daniel J. Sherry, Jr., Esquire
Jessica A. Colliver, Esquire

BY: Kyle W. Farrar, Esquire
Wesley T. Ball, Esquire
KASTER, LYNCH, FARRAR & BALL, LLP
Attorneys for Plaintiffs

DATED: October 17, 2023

PA. SSJI 16.70 FACTUAL CAUSE—PRODUCTS LIABILITY

If you find that the occupant restraint system was defective, Defendant Mitsubishi is liable for all harm caused to Plaintiffs by such defective condition. A defective condition is the factual cause of harm if the harm would not have occurred absent the defect. In order for Plaintiffs to recover in this case, Defendant Mitsubishi's defective product must have been a factual cause of the harm.

SOOMI AMAGASU, both Individually and as Spouse and Power of Attorney for FRANCIS AMAGASU Plaintiffs v. FRED BEANS FAMILY OF DEALERSHIPS, FRED BEANS FORD, INC., FRED BEANS FORD, INC. d/b/a FRED BEANS FAMILY OF DEALERSHIPS, FRED BEANS KIA OF LIMERICK, FRED BEANS MOTORS OF LIMERICK, INC., FRED BEANS MOTORS OF LIMERICK, INC. d/b/a FRED BEANS KIA OF LIMERICK, MITSUBISHI MOTORS NORTH AMERICA, INC., MITSUBISHI MOTORS CORPORATION Defendants.	COURT OF COMMON PLEAS PHILADELPHIA COUNTY NOVEMBER TERM, 2018 No.: 02406

REQUEST FOR TRANSCRIPTION

Please accept this as our request to transcribe all proceedings related to the trial of the above matter.

Respectfully submitted,

CAMPBELL CONROY & O'NEIL, P.C.

/s/ William Conroy
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Attorneys for Defendant,
Mitsubishi Motors North America, Inc.

SOOMI AMAGASU, both Individually and as Spouse and Power of Attorney for FRANCIS AMAGASU, Plaintiffs, v. FRED BEANS FAMILY OF DEALERSHIPS, FRED BEANS FORD, INC., FRED BEANS FORD, INC. d/b/a FRED BEANS FAMILY OF DEALERSHIPS, FRED BEANS KIA OF LIMERICK, FRED BEANS MOTORS OF LIMERICK, INC., FRED BEANS MOTORS OF LIMERICK, INC. d/b/a FRED BEANS KIA OF LIMERICK, MITSUBISHI MOTORS NORTH AMERICA, INC., MITSUBISHI MOTORS CORPORATION, Defendants.	COURT OF COMMON PLEAS PHILADELPHIA COUNTY NOVEMBER TERM, 2018 NO.: 02406

ORDER

AND NOW, to wit, this day of , 202_, the Court Reporter is ORDERED to transcribe all proceedings related to the trial captioned above in a written transcript.

BY THE COURT:

_____

Hon. Sierra Thomas Street

SOOMI AMAGASU, both Individually and as Spouse and Power of Attorney for FRANCIS AMAGASU, Plaintiffs, v. FRED BEANS FAMILY OF DEALERSHIPS, FRED BEANS FORD, INC., FRED BEANS FORD, INC. d/b/a FRED BEANS FAMILY OF DEALERSHIPS, FRED BEANS KIA OF LIMERICK, FRED BEANS MOTORS OF LIMERICK, INC., FRED BEANS MOTORS OF LIMERICK, INC. d/b/a FRED BEANS KIA OF LIMERICK, MITSUBISHI MOTORS NORTH AMERICA, INC., MITSUBISHI MOTORS CORPORATION, Defendants.	COURT OF COMMON PLEAS PHILADELPHIA COUNTY NOVEMBER TERM, 2018 NO.: 02406

ORDER

AND NOW, this _____ day of _____, 202__ upon consideration of the Motion for Post-trial Relief of Defendant, Mitsubishi Motors North America, Inc., and Plaintiff's Response thereto, the Court hereby **ORDERS** that Defendant shall be permitted to supplement its post-trial motions within thirty (30) days after receipt of the complete, official trial transcript.

BY THE COURT:

_____
Hon. Sierra Thomas Street

SOOMI AMAGASU, both Individually and as Spouse and Power of Attorney for FRANCIS AMAGASU, Plaintiffs, v. FRED BEANS FAMILY OF DEALERSHIPS, FRED BEANS FORD, INC., FRED BEANS FORD, INC. d/b/a FRED BEANS FAMILY OF DEALERSHIPS, FRED BEANS KIA OF LIMERICK, FRED BEANS MOTORS OF LIMERICK, INC., FRED BEANS MOTORS OF LIMERICK, INC. d/b/a FRED BEANS KIA OF LIMERICK, MITSUBISHI MOTORS NORTH AMERICA, INC., MITSUBISHI MOTORS CORPORATION, Defendants.	COURT OF COMMON PLEAS PHILADELPHIA COUNTY NOVEMBER TERM, 2018 NO.: 02406

ORDER

AND NOW, this _____ day of _____, 202__ upon consideration of the Motion for Post-trial Relief of Defendant, Mitsubishi Motors North America, Inc., and Plaintiff's Response thereto, the Court hereby **ORDERS** briefing and argument as follows:

Defendant's post-trial brief is due on or before: _____

Plaintiffs' post-trial response brief is due on or before: _____

Defendant's post-trial reply brief is due on or before: _____

Oral argument shall be held on: _____

By the Court:

_____

Hon. Sierra Thomas-Street

SOOMI AMAGASU, both Individually and as Spouse and Power of Attorney for FRANCIS AMAGASU, Plaintiffs, v. FRED BEANS FAMILY OF DEALERSHIPS, FRED BEANS FORD, INC., FRED BEANS FORD, INC. d/b/a FRED BEANS FAMILY OF DEALERSHIPS, FRED BEANS KIA OF LIMERICK, FRED BEANS MOTORS OF LIMERICK, INC., FRED BEANS MOTORS OF LIMERICK, INC. d/b/a FRED BEANS KIA OF LIMERICK, MITSUBISHI MOTORS NORTH AMERICA, INC., MITSUBISHI MOTORS CORPORATION, Defendants.	COURT OF COMMON PLEAS PHILADELPHIA COUNTY NOVEMBER TERM, 2018 NO.: 02406

ORDER

AND NOW, this _____ day of _____, 202__ upon consideration of the Motion for Post-trial Relief of Defendant, Mitsubishi Motors North America, Inc., and Plaintiff's Response thereto, it is hereby **ORDERED** that Defendant's Motion is **GRANTED**.

Judgment is hereby **ENTERED** in favor of Mitsubishi Motors North America, Inc., notwithstanding the verdict.

By the Court:

_____
Hon. Sierra Thomas-Street

SOOMI AMAGASU, both Individually and as Spouse and Power of Attorney for FRANCIS AMAGASU Plaintiffs v. FRED BEANS FAMILY OF DEALERSHIPS, FRED BEANS FORD, INC., FRED BEANS FORD, INC. d/b/a FRED BEANS FAMILY OF DEALERSHIPS, FRED BEANS KIA OF LIMERICK, FRED BEANS MOTORS OF LIMERICK, INC., FRED BEANS MOTORS OF LIMERICK, INC. d/b/a FRED BEANS KIA OF LIMERICK, MITSUBISHI MOTORS NORTH AMERICA, INC., MITSUBISHI MOTORS CORPORATION Defendants.	COURT OF COMMON PLEAS PHILADELPHIA COUNTY NOVEMBER TERM, 2018 No.: 02406

ORDER

AND NOW, this _____ day of _____, 202__ upon consideration of the Motion for Post-trial Relief of Defendant, Mitsubishi Motors North America, Inc., and Plaintiff's Response thereto, it is hereby **ORDERED** that Defendant's Motion is **GRANTED** in part.

It is hereby **ORDERED** that Mitsubishi Motors North America, Inc. is entitled to a new trial on all issues, which will take place on _____, with the parties to pick a jury on _____.

By the Court:

_____

Hon. Sierra Thomas-Street

SOOMI AMAGASU, both Individually and as Spouse and Power of Attorney for FRANCIS AMAGASU Plaintiffs v. FRED BEANS FAMILY OF DEALERSHIPS, FRED BEANS FORD, INC., FRED BEANS FORD, INC. d/b/a FRED BEANS FAMILY OF DEALERSHIPS, FRED BEANS KIA OF LIMERICK, FRED BEANS MOTORS OF LIMERICK, INC., FRED BEANS MOTORS OF LIMERICK, INC. d/b/a FRED BEANS KIA OF LIMERICK, MITSUBISHI MOTORS NORTH AMERICA, INC., MITSUBISHI MOTORS CORPORATION Defendants.	COURT OF COMMON PLEAS PHILADELPHIA COUNTY NOVEMBER TERM, 2018 No.: 02406

ORDER

AND NOW, this _____ day of _____, 202__ upon consideration of the Motion for Post-trial Relief of Defendant, Mitsubishi Motors North America, Inc., and Plaintiff's Response thereto, it is hereby **ORDERED** that Defendant's Motion is **GRANTED** in part.

The jury's award of punitive damages is hereby **VACATED**. Judgment is hereby **ENTERED** in favor of Mitsubishi Motors North America, Inc. on the issue of punitive damages, notwithstanding the verdict.

By the Court:

_____

Hon. Sierra Thomas-Street

SOOMI AMAGASU, both Individually and as Spouse and Power of Attorney for FRANCIS AMAGASU Plaintiffs v. FRED BEANS FAMILY OF DEALERSHIPS, FRED BEANS FORD, INC., FRED BEANS FORD, INC. d/b/a FRED BEANS FAMILY OF DEALERSHIPS, FRED BEANS KIA OF LIMERICK, FRED BEANS MOTORS OF LIMERICK, INC., FRED BEANS MOTORS OF LIMERICK, INC. d/b/a FRED BEANS KIA OF LIMERICK, MITSUBISHI MOTORS NORTH AMERICA, INC., MITSUBISHI MOTORS CORPORATION Defendants.	COURT OF COMMON PLEAS PHILADELPHIA COUNTY NOVEMBER TERM, 2018 No.: 02406

ORDER

AND NOW, this _____ day of _____, 202__ upon consideration of the Motion for Post-trial Relief of Defendant, Mitsubishi Motors North America, Inc., and Plaintiff's Response thereto, it is hereby **ORDERED** that Defendant's Motion is **GRANTED** in part.

It is hereby **ORDERED** that Mitsubishi Motors North America, Inc. is entitled to remittitur of damages. Compensatory damages are hereby **MOLDED** to the amount of _____. Punitive damages are hereby **MOLDED** to the amount of _____. Plaintiffs shall have five (5) days to accept or reject this Remittitur. Should Plaintiffs reject the Remittitur, the Court hereby Orders a NEW TRIAL on all issues.

By the Court:

_____

Hon. Sierra Thomas-Street

CERTIFICATE OF SERVICE

I, John J. Hare, Esquire, hereby certifies that on the date set forth below I served the foregoing Motions for Post-Trial Relief upon all parties via ECF and as follows: .

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MARSHALL DENNEHEY, P.C.

BY: /s/ John J. Hare
JOHN J. HARE, Esquire

Dated: November 9, 2023