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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA AT JUNEAU**

MYRNA I. JOHNSON,)
)
 Plaintiff,)
)
 vs.)
)
 FRED MEYER STORES, INC.,)
)
 Defendants)

Case No. J-04-008 CV (RRB)

PRESS RELEASE

JURY FINDS FRED MEYER LIABLE FOR FIRING OF OLDER EMPLOYEE IN ORDER TO REPLACE HER WITH YOUNGER WOMAN HER SUPERVISOR HAD "HOPED FOR ROMANTIC INTEREST"

A civil jury on Friday, August 15th, 2008, found that Fred Meyer Stores, Inc., fired a middle-aged female manager in order to replace her with someone her supervisor had a "hoped for romantic interest". The jury of five men and three women deliberated for five hours before reaching their decision, finding that (1) Myrna Johnson, a 10 year employee, was fired from her job; (2) in bad faith because her supervisor wanted to replace her with someone he had a "hoped for romantic interest". The jury awarded Mrs. Johnson \$208,000 in contract damages for her earnings losses.

The trial lasted five days before U.S. District Court Judge Ralph Beistline and took place at the Federal Courthouse in Juneau, Alaska. Johnson's attorney, Mark Choate of Juneau,

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1 Alaska, said that the jury's decision not only vindicated this hard-working woman who was
2 fired more than six years ago but also sends a message to Fred Meyer and other employers that
3 the workplace is not a dating pool and no employee, irrespective of their age, sex or "romantic
4 availability", should fear the loss of their job because of a supervisor's improper motives.

5 Fred Meyer was represented by James Dickens of Seattle and Peter Gruenstein of
6 Anchorage.

7 DATED Monday, August 18, 2008, at Juneau, Alaska.

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Respectfully submitted,
CHOATE LAW FIRM LLC

s/Mark Choate

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Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

MYRNA I. JOHNSON,
Plaintiff,

vs.

FRED MEYER STORES, INC., A
Delaware corporation,

Defendant.

Case No. 1:04-cv-0008-RRB

VERDICT

We the jury, duly empaneled to try the above-entitled matter, do find, by a preponderance of the evidence, as follows:

1. Was Plaintiff terminated from her employment with Defendant or did she quit?

ANSWER: Terminated X Quit _____

If your answer is Terminated, please proceed to No. 3.

If your answer is Quit, please proceed to No. 2.

2. Was Plaintiff constructively discharged from her employment as defined in these instructions?

ANSWER: Yes _____ No _____

If your answer is YES, please proceed to No. 3. If your Answer is NO, proceed no further, date and sign this Verdict, and notify the bailiff that you have concluded your deliberations and have reached a verdict.

3. Was Plaintiff's termination or constructive discharge from her employment with Defendant done in violation of the implied covenant of good faith and fair dealing?

ANSWER: Yes X No _____

If your answer is YES, please proceed to No. 4. If your answer is NO, proceed no further, date and sign this Verdict and notify the bailiff that you have concluded your deliberations and have reached a verdict.

4. How much money, if any, should Plaintiff be paid to compensate her for the economic losses she sustained as a result of her termination in violation of the covenant of good faith and fair dealing?

ANSWER: \$ 200,000

DATED this 15 day of August, 2008.

Michael E. Edwards
JURY FOREPERSON

INSTRUCTION NO. 16

Plaintiff was an "at-will employee" of Fred Meyer Stores, Inc. As such, she could be terminated for any reason or for no reason, but she could not be terminated for an improper reason, i.e., for a reason that violates the implied covenant of good faith and fair dealing.

INSTRUCTION NO. 17

An employer violates the covenant of good faith and fair dealing when it acts with improper motive or in bad faith.

It is a breach of the covenant of good faith and fair dealing if a supervisor terminates an employee for the purpose of hiring another employee for whom he had a hoped for romantic interest.