

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

\_\_\_\_\_  
No. 08-10043  
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| FILED<br>U.S. COURT OF APPEALS<br>ELEVENTH CIRCUIT<br>FEBRUARY 20, 2009<br>THOMAS K. KAHN<br>CLERK |
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D.C. Docket No. 04-01415-CV-ORL-28DAB

GARY L. MOCK,

Plaintiff-Appellant  
Cross-Appellee,

versus

BELL HELICOPTER TEXTRON, INC.,

Defendant-Appellee  
Cross-Appellant.

\_\_\_\_\_  
Appeals from the United States District Court  
for the Middle District of Florida  
\_\_\_\_\_

(February 20, 2009)  
**ON PETITION FOR REHEARING**

Before WILSON and COX, Circuit Judges, and ALBRITTON,\* District Judge.

\_\_\_\_\_  
\* Honorable W. Harold Albritton, III, United States District Judge for the Middle District of Alabama, sitting by designation.

PER CURIAM:

After our January 20, 2009 opinion was filed, Cross-Appellant/Defendant Bell Helicopter Textron, Inc. (“Bell Helicopter”) filed a petition for rehearing. The petition is granted to the extent that we vacate our prior opinion and substitute the following in its place.

In a bifurcated trial, the jury returned a verdict finding Bell Helicopter liable to the Plaintiff, Gary L. Mock, and the district court awarded Mock damages in the amount of \$225,809 plus interest. On appeal, Mock claims that the district court, in computing the damage award, made the following errors: limiting back pay, denying recovery for lost retirement benefits, denying reinstatement, denying front pay, and in determining the applicable prejudgment interest rate.

Bell Helicopter filed a cross-appeal, raising issues of liability. On cross-appeal, Bell Helicopter claims that it is entitled to judgment as a matter of law because the evidence failed to establish pretext, and the district court improperly admitted “me too” evidence. Alternatively, Bell Helicopter requests a new trial on the merits.

After a thorough review and consideration of the record, the parties’ briefs, and the oral arguments of counsel, we find no error as to the legal issues and that

the district court's award of damages was within the court's discretion.

Accordingly, we affirm the district court in all respects.

**AFFIRMED.**