

NOTE: CHANGES MADE BY
THE COURT

JS - 6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

REBEL DISTRIBUTORS CORP., a
corporation,

Plaintiff,

vs.

MYLAN LABORATORIES, INC., a
corporation; STERICYCLE, INC., a
corporation; DEVOS, LTD. WHICH WILL
DO BUSINESS IN CALIFORNIA AS
GUARANTEED RETURNS, a corporation,
DOES 1 through 100 inclusive,
Defendants.

Case No. CV 07-4859-VBF (AGR_x)

JUDGMENT

TRIAL DATE: August 12-15, 2008

Courtroom of the Hon. Valerie Baker
Fairbank

The above entitled matter was tried by the Court, the Honorable Valerie Baker Fairbank presiding, without a jury on August 12, 13, 14, and 15, 2008, and the following decision was reached:

IT IS HEREBY ORDERED that:

1. On the first cause of action for breach of oral contract, plaintiff Rebel Distributors Corp. shall recover from defendant Devos, Ltd. which will do business in California as Guaranteed Returns the amount of \$59,031.81 for adjusted service fees. As to all other claims in plaintiff's first cause of action for breach of oral contract, plaintiff Rebel Distributors Corp. shall

1 recover nothing from defendant Devos, Ltd. which will do business in California as Guaranteed
2 Returns.

3 2. On plaintiff's second cause of action for breach of written contract, plaintiff Rebel
4 Distributors Corp. shall recover nothing from defendant Devos, Ltd. which will do business in
5 California as Guaranteed Returns.

6 3. On plaintiff's third cause of action for conversion, plaintiff Rebel Distributors
7 Corp. shall recover nothing from defendant Devos, Ltd. which will do business in California as
8 Guaranteed Returns.

9 4. Defendant Devos, Ltd. which will do business in California as Guaranteed
10 Returns is the prevailing party and shall recover costs from plaintiff Rebel Distributors Corp., as
11 determined by the court, in the amount of \$ _____.

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14 DATED: September 19, 2008


UNITED STATES DISTRICT JUDGE

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17 SUBMITTED BY:

18 WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP

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20 By: _____

21 ROY G. RIFKIN
22 Attorneys for Defendant Devos, Ltd. Which
23 Will Do Business in California As Guaranteed
24 Returns
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