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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

INTERNET BRANDS, INC.)
Plaintiff,)
vs.)
ULTIMATECOUPONS.COM, LLC, ET)
AL.;)
Defendants.)
_____)

Case No.: CV 11-5358 CAS (CWx)

**JUDGMENT ON SPECIAL
VERDICT**

WHEREAS on January 23, 2012, this Court granted Defendants Jeffrey Grossman’s (“Grossman”) and Andrew Kardon’s (“Kardon”) motion to dismiss Plaintiff Internet Brands, Inc.’s (“Internet Brands”) alleged claims for breach of contract and for money had and received, pursuant to Federal Rule of Civil Procedure 12(b)(6) [Doc. No. 15];

WHEREAS on April 15, 2013, the Court granted summary judgment in favor of Defendants JAG Ventures, LLC f/k/a UltimateCoupons.com, LLC (“JAG Ventures”), Grossman, and Kardon on Internet Brands’ alleged claims for fraud (promise made without intent to perform), fraud (by omission), fraud (intentional

1 misrepresentation), negligent misrepresentation, and violation of Section 17200 of
2 the California Business and Professions Code [Doc. No. 70];

3 WHEREAS on April 15, 2013, the Court granted summary judgment in JAG
4 Ventures' favor on Internet Brands' alleged claim for money had and received and
5 partial summary judgment in JAG Ventures' favor on Internet Brands' alleged
6 claim for breach of contract based on an alleged breach of the implied covenant of
7 good faith and fair dealing [Doc. No. 70];

8 WHEREAS on April 15, 2013, the Court granted summary judgment in
9 favor of Counterclaimants JAG Ventures, Grossman and Kardon on their
10 counterclaim for an accounting against Internet Brands [Doc. No. 70];

11 WHEREAS on June 5, 2013, trial by jury commenced on Plaintiff's claim
12 for breach of contract against JAG Ventures and on JAG Ventures' and Andrew
13 Kardon's counterclaim for breach of contract against Internet Brands;

14 WHEREAS the jury entered a special verdict on June 13, 2013; and

15 WHEREAS, after hearing on August 5, 2013, the court ordered the
16 Counterclaimants JAG Ventures, Grossman and Kardon to accept either remittur in the
17 amount of \$30,000 or a new trial.

18 NOW, THEREFORE, IT IS HEREBY ORDERED that:


- 19 1. Judgment is entered in favor of JAG Ventures, Kardon, and Grossman as to all
20 claims by Internet Brands.
- 21 2. Judgment is entered in favor of JAG Ventures, Grossman and Kardon on the
22 counterclaim for an accounting against Internet Brands.
- 23 3. Judgment is entered in favor of JAG Ventures and Kardon on the counterclaim for
24 breach of contract against Internet Brands.
- 25 4. Internet Brands shall pay JAG Ventures and Kardon the sum of \$1,528,596.96 as
26 damages for breach of contract.

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- 1 5. Internet Brands shall pay JAG Ventures and Kardon the sum of \$305,719.39 in
2 prejudgment interest. Postjudgment interest shall accrue in the amount of \$5.98
3 per day until paid in full.
- 4 6. Pursuant to Section 1.4(b) of the Asset Purchase and Sale Agreement, JAG
5 Ventures and Kardon are entitled to recover their reasonable attorneys' and
6 auditors' fees incurred in connection with their counterclaim against Internet
7 Brands for breach of contract. JAG Ventures and Kardon shall file a motion to
8 recover such fees within 14 days after entry of this Judgment.
- 9 7. As the prevailing parties, JAG Ventures, Grossman, and Kardon are entitled to
10 recover their costs of suit incurred in this action.
- 11 8. The Judgment shall be amended to reflect the amount of any fees and costs so
12 awarded.

13 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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16 DATED: August 23, 2013


CHRISTINA A. SNYDER
UNITED STATES DISTRICT JUDGE