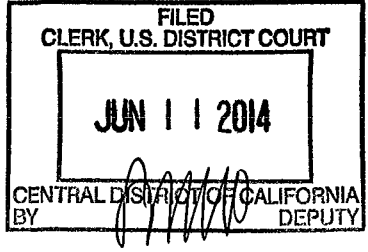


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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

In Re The Matter of:
BRETTA POLLARA,
 Plaintiff,
 v.
RADIANT LOGISTICS, INC., a
 Delaware Corporation, **DOES 1**
 through 10, inclusive,
 Defendants.

RADIANT LOGISTICS, INC., a
 Delaware Corporation,
 Counterclaimant,
 and
**DBA DISTRIBUTION SERVICES,
 INC.,** a New Jersey Corporation,
 Intervenor,
 v.
BRETTA SANTINI POLLARA, an
 Individual, et al.,
 Counter-Defendants.

Case No. CV 12-344-GAF (JEM)
~~PROPOSED~~ JUDGMENT

FREEMAN, FREEMAN & SMILEY, LLP
 1888 CENTURY PARK EAST, SUITE 1900
 LOS ANGELES, CALIFORNIA 90067
 (310) 255-6100

On April 22, 2014, the present lawsuit came on for a jury trial in this courtroom, Department 740, the Honorable Gary A. Feess, Judge Presiding. Shortly prior to the commencement of the trial, the Court re-classified DBA Distribution Services, Inc. ("DBA") and Radiant Logistics, Inc. ("Radiant") as the plaintiffs

1 (collectively, "Plaintiffs") and Bretta Santini Pollara ("Santini"), Santini Productions
2 and Oceanair, Inc. ("Oceanair") as the defendants (collectively, "Defendants").
3 Plaintiffs were represented at trial by David F. Faustman, Esq. and Jesse Koppin,
4 Esq. of Fox Rothschild LLP. Santini and Santini Productions (collectively, "Santini
5 Defendants") were represented at trial by Steven E. Burton, Esq. of Speciale &
6 Burton, A.P.C. Oceanair was represented at trial by Richard Bickelman, Esq. of
7 Posternak Blankstein & Lund LLP of Boston, Massachusetts and Arash Beral, Esq.
8 of Freeman, Freeman & Smiley, LLP.

9 The claims tried to a jury were as follows:

- 10 1. DBA's claim for violations of the California Uniform Trade Secrets
11 Act against Defendants (Count I of the Second Amended Counterclaim);
- 12 2. Plaintiffs' claim for Interference with Contractual Relations against
13 Oceanair (Count II of the Second Amended Counterclaim); and
- 14 3. Plaintiffs' claim for Inducement to Breach Contract against Oceanair
15 (Count III of the Second Amended Counterclaim).

16 After Plaintiffs' presentation of their case-in-chief, the Court granted
17 Oceanair's timely motion for judgment as a matter of law as to the Inducement to
18 Breach Contract claim (Count III). As to the remaining two claims (Counts I and
19 II), the jury found for DBA and against the Defendants on its violations of the
20 California Uniform Trade Secrets Act claim (Count I) and awarded damages, and
21 found for Oceanair on the Interference with Contractual Relations claim (Count II).
22 The parties filed post-trial motions, either renewing their motions for judgment as a
23 matter of law or seeking a new trial. More specifically, Oceanair filed a Renewed
24 Motion for Judgment as a Matter of Law (Doc. No. 319), the Santini Defendants
25 filed a Renewed Motion for Judgment as a Matter of Law (Doc. No. 320), and
26 Plaintiffs filed a Motion for New Trial and Reinstruction of Jury (Doc. No. 321).
27 The post-trial motions came on for hearing in this Department on May 16, 2014 (the
28 "Hearing").

FREEMAN, FREEMAN & SMILEY, LLP
1888 CENTURY PARK EAST, SUITE 1900
LOS ANGELES, CALIFORNIA 90067
(310) 255-6100

1 Having considered all of the papers, evidence at trial, and arguments of
2 counsel (as well as the arguments of counsel at the Hearing), the Court took these
3 matters under submission and issued an Order re: Post-Trial Motions on June 6,
4 2014 denying Plaintiffs' Motion for New Trial and Reinstruction of Jury (Doc. No.
5 321), and granting Defendants' Renewed Motions for Judgment as a Matter of Law
6 (Doc. Nos. 320-321) as to the violations of the California Uniform Trade Secrets
7 Act claim (Count I) pursuant to Fed. R. Civ. P. 50(b). Doc. No. 329.

8 Accordingly, and based on the foregoing,

9 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

10 1. Judgment is entered in favor of Defendants Bretta Santini Pollara,
11 Santini Productions, and Oceanair on all of the claims asserted in this lawsuit;

12 2. Plaintiffs DBA Distribution Services, Inc. and Radiant Logistics, Inc.
13 shall recover nothing from Defendants Bretta Santini Pollara, Santini Productions,
14 and Oceanair and the action shall be dismissed on the merits;

15 3. Defendants Bretta Santini Pollara, Santini Productions, and Oceanair
16 are determined to be the prevailing parties, and shall recover from Plaintiffs DBA
17 Distribution Services, Inc. and Radiant Logistics, Inc. their costs, pursuant to bills of
18 costs to be duly submitted to the Court for adjudication;

19 ~~4. Defendants Bretta Santini Pollara, Santini Productions, and Oceanair
20 shall be entitled to seek to recover from Plaintiffs DBA Distribution Services, Inc.
21 and Radiant Logistics, Inc. the reasonable attorneys' fees incurred by them in this
22 action, pursuant to motions for attorneys' fees to be duly submitted to the Court for
23 adjudication;~~

24 Pursuant to the Court's adjudication of the bills of costs submitted by
25 Defendants, Defendants Bretta Santini Pollara, Santini Productions, and Oceanair
26 shall recover their costs from Plaintiffs DBA Distribution Services, Inc. and Radiant
27 Logistics, Inc., jointly and severally, in the following amount(s):

28 As to Bretta Santini Pollara and Santini Productions: _____

FREEMAN, FREEMAN & SMILEY, LLP
1888 CENTURY PARK EAST, SUITE 1900
LOS ANGELES, CALIFORNIA 90067
(310) 255-6100

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As to Oceanair: _____

~~6. Pursuant to the Court's adjudication of the motions for attorneys' fees submitted by Defendants, Defendants Bretta Santini Pollara, Santini Productions, and Oceanair shall recover their attorneys' fees from Plaintiffs DBA Distribution Services, Inc. and Radiant Logistics, Inc., jointly and severally, in the following amount(s):~~

~~As to Bretta Santini Pollara and Santini Productions: _____~~


~~As to Oceanair: _____~~

~~7. The total amount of Judgment, including attorneys' fees and costs, entered against Plaintiffs DBA Distribution Services, Inc. and Radiant Logistics, Inc., jointly and severally, and in favor of Defendants Bretta Santini Pollara, Santini Productions, and Oceanair, is:~~

~~As to Bretta Santini Pollara and Santini Productions: _____~~

~~As to Oceanair: _____~~

DATED: 6/11, 2014



Judge Gary A. Fees
United States District Court
Central District of California

FREEMAN, FREEMAN & SMILEY, LLP
1888 CENTURY PARK EAST, SUITE 1900
LOS ANGELES, CALIFORNIA 90067
(310) 255-6100

- 1 Jointly Submitted By:
- 2 RICHARD BICKELMAN (BBO No. 042440)
rbickelman@pbl.com
- 3 POSTERNAK BLANKSTEIN & LUND LLP
800 Boylston Street, Prudential Tower
- 4 Boston, Massachusetts 02199
Telephone: (617) 973-6100
- 5 Facsimile: (617) 722-4988
- 6 ARASH BERAL (BAR NO. 245219)
arash.beral@ffslaw.com
- 7 FREEMAN, FREEMAN & SMILEY, LLP
1888 Century Park East, Suite 1900
- 8 Los Angeles, California 90067
Telephone: (310) 255-6100
- 9 Facsimile: (310) 255-6200
- 10 Attorneys for Counter-Defendant
OCEANAIR, INC.
- 11 STEVEN E. BURTON (BAR NO. 93590)
sburton@special-burton.com
- 12 SPECIALE & BURTON, A.P.C.
21243 Ventura Blvd., Suite 210
- 13 Woodland Hills, CA 91364
Telephone: (818) 884-8525
- 14 Facsimile: (818) 884-0806
- 15 Attorneys for Plaintiff and Counterdefendant
- 16 Bretta Pollara and Counterdefendant Santini Productions
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