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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MIGHTY ENTERPRISES, INC. *dba*  
MIGHTY USA,

Plaintiff,

v.

SHE HONG INDUSTRIAL CO. LTD.,  
and DOES 1 through 10,

Defendants.

Case No.: 2:14-CV-06516-ODW(JPR)

Hon. Otis D. Wright II

**JUDGMENT**

This action came on regularly for trial between November 14, 2016, and November 18, 2016, in Courtroom 790 of this United States District Court, the Honorable Jay C. Gandhi presiding. The plaintiff, Mighty Enterprises, Inc. (“Mighty”), appeared by attorneys John Shaeffer, Christina Chen, and Amanda Murray of Fox Rothschild LLP. Defendant, She Hong Industrial Co. Ltd., appeared by attorneys Anthony Dain, Kathy Knudsen, and Frederick Taylor of Procopio, Cory, Hargreaves & Savitch LLP.

A jury of eight persons was regularly empaneled and sworn. Witnesses were sworn and testified. After hearing the evidence and arguments of counsel,

JUDGMENT

1 the jury was duly instructed by the Court and the case was submitted to the jury. The  
2 jury deliberated and thereafter returned verdicts as follows:

3 Did Plaintiff, Mighty Enterprises, Inc. (“Mighty), prove by a preponderance of  
4 the evidence that Defendant, She Hong Industrial Co. Ltd. (“She Hong”), is liable to  
5 Mighty for **breach of oral contract**?

6  X  Yes \_\_\_\_\_ No

7 Did Mighty prove by a preponderance of the evidence that She Hong is liable to  
8 Mighty for **breach of implied contract**?

9  X  Yes \_\_\_\_\_ No

10 Did Mighty prove by a preponderance of the evidence that She Hong is liable to  
11 Mighty for **interference with contractual business relations**?

12  X  Yes \_\_\_\_\_ No

13 Did Mighty prove by a preponderance of the evidence that She Hong is liable to  
14 Mighty for **fraud**?

15  X  Yes \_\_\_\_\_ No

16 What is the total amount of Mighty’s damages caused by She Hong?

17 \$6,203,000.00

18 Did Mighty prove with clear and convincing evidence that She Hong engaged in  
19 malice, oppression or fraud?

20  X  Yes \_\_\_\_\_ No

21 What amount, if any, do you award plaintiff, Mighty Enterprises, Inc., in punitive  
22 damages?

23 \$6,000,000.00

24  
25 On August 15, 2018, the United States Court of Appeals for the Ninth Circuit  
26 entered judgment, reversing the punitive damages award.

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JUDGMENT

1 Now, therefore, pursuant to Rules 54 and 58 of the Federal Rules of Civil  
2 Procedure, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that final  
3 judgment in the action be entered as follows:

4 On the claims of breach of oral contract, breach of implied contract, interference  
5 with contractual business relations, and fraud: Judgment is entered in favor of Mighty  
6 Enterprises, Inc. and against Defendant She Hong Industrial Co. Ltd. in the amount of  
7 \$6,203,000.00, plus post-judgment interest accruing pursuant to 28 U.S.C. § 1961,  
8 together with costs as provided by law.

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10 **IS IT SO ORDERED.**

11 November 6, 2018

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14 Honorable Otis D. Wright, II  
15 United States District Court Judge  
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JUDGMENT