

NOTE: CHANGES HAVE BEEN
MADE TO THIS DOCUMENT

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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10

11 MATTHEW HETLAND, an individual,

12 Plaintiff,

13 vs.

14 TRAVIS BEAUCHESNE, an individual,
iCLICK PROMOTIONS, LLC, a Utah
limited liability company, PLAYA
15 NEGRA ENTERPRISES, a Costa Rica
entity of unknown origin, and DOES 1
16 through 10, inclusive,

17 Defendants.
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CASE NO.: 8:13-CV-00936-DOC-AN

**AMENDED JUDGMENT ON
GENERAL VERDICT**

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This action came on regularly for trial on February 5, 2015, in Department 9D of the United States District Court, the Honorable David O. Carter Judge presiding. Plaintiff Matthew Hetland (“Plaintiff”) was represented by Eugene Rome and Jerl B. Leutz of Rome & Associates, and Defendants Travis Beauchesne, iClick Promotions, LLC and Play Negra Enterprises (“Defendants”) were represented by Richard Armstrong of Kirton McConkie.

A jury of 8 persons was impaneled and sworn. Witnesses were sworn and testified. After hearing the evidence and arguments of counsel, and after the jury was instructed by the Court, the claims were submitted to the jury with instructions to return a general verdict. The jury deliberated and, on February 5, 2015, returned its verdict by way of answers to the questions propounded to it as follows:

Breach of Partnership Agreement (Breach of Contract)

- 1. On plaintiff Matthew Hetland’s claim for breach of partnership agreement,
 We find in favor of Hetland and against Beauchesne.
 We find in favor of Beauchesne and against Hetland.

Breach of Fiduciary Duty

- 2. On Plaintiff Matthew Hetland’s claim for breach of fiduciary duty,
 We find in favor of Hetland and against Beauchesne.
 We find in favor of Beauchesne and against Hetland.

Conversion

- 3. On Plaintiff Matthew Hetland’s claim for conversion against Defendant Travis Beauchesne,
 We find in favor of Hetland and against Beauchesne.
 We find in favor of Beauchesne and against Hetland.

1 4. On Plaintiff Matthew Hetland’s claim for conversion against Defendant
2 iClick Promotions, LLC,

3 We find in favor of Hetland and against iClick Promotions, LLC.

4 We find in favor of iClick Promotions, LLC and against Hetland.

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6 5. On Plaintiff Matthew Hetland’s claim for conversion against Defendant
7 Playa Negra Enterprises,

8 We find in favor of Hetland and against Playa Negra Enterprises.

9 We find in favor of Playa Negra Enterprises and against Hetland.

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11 **Fraud**

12 6. On Plaintiff Matthew Hetland’s claim for fraud by intentional
13 misrepresentation,

14 We find in favor of Hetland and against Beauchesne.

15 We find in favor of Beauchesne and against Hetland.

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17 7. On Plaintiff Matthew Hetland’s claim for fraud by concealment,

18 We find in favor of Hetland and against Beauchesne.

19 We find in favor of Beauchesne and against Hetland.

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21 **Money Had and Received**

22 8. On Plaintiff Matthew Hetland’s claim for money had and received against
23 Defendant Travis Beauchesne,

24 We find in favor of Hetland and against Beauchesne.

25 We find in favor of Beauchesne and against Hetland.

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1 9. On Plaintiff Matthew Hetland’s claim for money had and received against
2 Defendant iClick Promotions, LLC,

3 We find in favor of Hetland and against iClick Promotions, LLC.

4 We find in favor of iClick Promotions, LLC and against Hetland.

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6 10. On Plaintiff Matthew Hetland’s claim for money had and received against
7 Defendant Playa Negra Enterprises,

8 We find in favor of Hetland and against Playa Negra Enterprises.

9 We find in favor of Playa Negra Enterprises and against Hetland.

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11 THEREAFTER, as a result of the findings in Questions 1-10, the jury
12 awarded damages and punitive damages as follows:

13

14 **Damages:**

15 11. We award Plaintiff Matthew Hetland the following damages:

16 \$731,465.80

17

18 **Punitive Damages:**

19 12. Did Defendant Travis Beauchesne engage in the conduct with malice,
20 oppression, or fraud?

21 Yes No

22 If your answer to Question 12 is yes, then proceed to Question 13.

23 If your answer to Question 12 is no, **stop here**, answer no further questions,
24 and have the presiding juror sign and date this form.

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1 13. What amount of punitive damages, if any, do you award Plaintiff Matthew
2 Hetland?

3 \$1,450,000.00

4
5 Dated: February 5, 2015

/s/ _____
FOREPERSON

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7 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
8 DECREED that Plaintiff Matthew Hetland shall be deemed to be the prevailing
9 party as a matter of law and shall recover **\$731,465.80** in damages as against the
10 Defendants Travis Beauchesne, iClick Promotions, LLC and Playa Negra
11 Enterprises. Further, Plaintiff Matthew Hetland shall recover punitive damages in
12 the amount of **\$1,450,000.00** as against Defendant Travis Beauchesne.

13 Furthermore, Plaintiff Matthew Hetland shall recover prejudgment interest in
14 the amount of **\$210,420.00** against Defendants Travis Beauchesne, iClick
15 Promotions, LLC and Playa Negra Enterprises. Furthermore, Plaintiff Matthew
16 Hetland shall recover costs in **an amount to be determined by the Clerk of the**
17 **Court according to the procedure prescribed in Local Rule 54.**

18 Post-judgment interest will accrue as set forth in 28 U.S.C. §1961, all such
19 post-judgment interest to run until the Judgment against Defendants Travis
20 Beauchesne, iClick Promotions, LLC and Playa Negra Enterprises is paid in full.

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23 Dated: March 18, 2015



Hon. David O. Carter
United States District Court Judge

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