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10 Attorneys for Defendant  
 11 SWISHER INTERNATIONAL, INC.

12 **UNITED STATES DISTRICT COURT**  
 13 **CENTRAL DISTRICT OF CALIFORNIA**  
 14 **SOUTHERN DIVISION**

15  
 16 TRENDSETTAH USA, INC. and  
 TREND SETTAH, INC.

Case No. 8:14-CV-01664-JVS (DFMx)

17 Plaintiffs,

**JUDGMENT**

18 v.

19 SWISHER INTERNATIONAL,  
 20 INC.

21 Defendant.

1 This action came on for trial on March 15, 2016, in Courtroom 10C of the  
2 above-entitled Court, the Honorable James V. Selna, United States District Judge,  
3 presiding. Plaintiffs Trendsettah USA, Inc. and Trend Settah, Inc. (“Plaintiffs”)  
4 appeared by their attorneys, Mark Poe, Randolph Gaw, and Victor Meng of Gaw | Poe  
5 LLP, and Defendant Swisher International, Inc. (“Defendant”) appeared by its  
6 attorneys, Michael Marsh, Ryan Roman, Kimberly Lopez, and Jennifer Glasser of  
7 Akerman, LLP.

8 A jury of seven persons was impaneled and sworn to try the action. After an  
9 eight-day trial and after deliberations, the jury returned a Special Verdict in favor of  
10 Plaintiffs Trendsettah USA, Inc. and Trend Settah, Inc. (“Plaintiffs”), and against  
11 Defendant Swisher International, Inc. (“Defendant”), on each of the four causes of  
12 action tried: (1) breach of contract; (2) breach of the covenant of good faith and fair  
13 dealing; (3) violation of Section 2 of the Sherman Act by creating or maintaining a  
14 monopoly through anti-competitive practices; and (4) violation of Section 2 of the  
15 Sherman Act by attempting to create or maintain a monopoly through anti-competitive  
16 practices. On Plaintiffs’ claims for breach of contract and breach of the covenant of  
17 good faith and fair dealing, the jury awarded \$9,062,679.00. On Plaintiffs’ claims for  
18 monopoly and attempted monopoly under Section 2 of the Sherman Act, the jury  
19 awarded \$14,815,494.00. The contents of the jury’s Special Verdict, which was filed  
20 on March 30, 2016, is hereby incorporated by reference as if set forth fully herein.

21 Based upon the jury’s Special Verdict, the Court NOW ENTERS JUDGMENT  
22 AS FOLLOWS:

- 23 1. Judgment is entered in favor of Plaintiffs and against Defendant on all of  
24 Plaintiffs’ claims so tried before the jury;
- 25 2. As to Plaintiffs’ claim for violation of Florida Antitrust Law, Fla. Stat. §  
26 542.19, judgment is entered in favor of Defendant and against Plaintiffs;

1           3. Pursuant to a stipulation made on the record by the parties, because the  
2 amount of the antitrust damages exceeds the amount of the contract damages awarded  
3 by the jury, the contract damages are reduced to zero;


4           4. Plaintiffs shall recover the antitrust damages awarded by the jury, which  
5 is automatically trebled to \$44,446,482.00 pursuant to Section 4 of the Clayton Act,  
6 15 U.S.C. § 15(a); and

7           5. Post-judgment interest shall run on this judgment in accordance with  
8 28 U.S.C. § 1961.

9           6. As the prevailing parties, Plaintiffs shall recover their costs and  
10 reasonable attorney fees from Defendant to the extent ordered by the Court.

11  
12  
13           **IT IS SO ORDERED.**

14           Dated: April 14, 2016

15             
16           \_\_\_\_\_  
17           Hon. James V. Selna  
18           United States District Court Judge