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UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

TRENDSETTAH USA, INC. and  
 TRENDSETTAH, INC.,

CASE NO. 8:14-cv-01664-JVS-DFM

Plaintiffs,

**JUDGMENT**

v.

SWISHER INTERNATIONAL, INC.,

Defendant.

1           On April 3, 2016, Defendant Swisher International, Inc. (“Defendant”) moved  
2 for judgment on the pleadings on Plaintiffs Trendsettah USA, Inc. and Trend Settah,  
3 Inc.’s (“Plaintiffs”) claims for negligent interference with prospective economic  
4 relations and violation of California’s Unfair Competition Law, Cal. Bus. & Prof.  
5 Code § 17200 et seq., among other claims. Dkt. Nos. 33, 35.

6           On May 19, 2015, the Court granted in part and denied in part Defendant’s  
7 motion for judgment on the pleadings and dismissed Plaintiffs’ claims for negligent  
8 interference with prospective economic relations and violation of California’s Unfair  
9 Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. Dkt. No. 40.

10           On December 21, 2015, Defendant moved for summary judgment on Plaintiffs’  
11 claims for violation of Section 2 of the Sherman Act, 15 U.S.C. § 2; violation of the  
12 Florida Antitrust Law, Fla. Stat. § 542.19; trade libel; tortious interference with  
13 contract; and intentional interference with prospective economic relations. Dkt. Nos.  
14 67, 93.

15           On January 21, 2016, this Court granted in part and denied in part Defendant’s  
16 motion for summary judgment. The Court granted summary judgment on Plaintiffs’  
17 claims for trade libel, tortious interference with contract, and intentional interference  
18 with prospective economic relations. The Court denied summary judgment on  
19 Plaintiffs’ claims for violation of Section 2 of the Sherman Act, 15 U.S.C. § 2, and  
20 violation of the Florida Antitrust Law, Fla. Stat. § 542.19. Dkt. No. 99.

21           On February 1, 2016, Plaintiffs abandoned their claim for violation of the  
22 Florida Antitrust Law, Fla. Stat. § 542.19, in their Memorandum of Contentions of  
23 Fact and Law pursuant to Civil Local Rule 16-4.6. Dkt. No. 133, at 13.

24           On February 24, 2016, this Court entered the Final Pretrial Conference Order  
25 pursuant to Fed. R. Civ. P. 16. Dkt. No. 162. The Final Pretrial Conference Order did  
26 not include Plaintiffs’ claim for violation of the Florida Antitrust Law, Fla. Stat.  
27 § 542.19, and stated that it “shall supersede the pleadings.” Dkt. No. 162, at 32-33.  
28

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, pre-  
3 siding. A jury of seven persons was impaneled and sworn to try the action. After an  
4 eight-day trial and after deliberations, on March 30, 2016, the jury returned a Special  
5 Verdict in favor of Plaintiffs and against Defendant on each of the four causes of ac-  
6 tion tried: (1) breach of contract; (2) breach of the covenant of good faith and fair  
7 dealing; (3) violation of Section 2 of the Sherman Act by creating or maintaining a mo-  
8 nopoly through anti-competitive practices; and (4) violation of Section 2 of the Sher-  
9 man Act by attempting to create or maintain a monopoly through anti-competitive  
10 practices. On Plaintiffs' claims for breach of contract and breach of the covenant of  
11 good faith and fair dealing, the jury awarded \$9,062,679.00. On Plaintiffs' claims for  
12 monopoly and attempted monopoly under Section 2 of the Sherman Act, the jury  
13 awarded \$14,815,494.00. Dkt. No. 206.

14 Swisher moved for judgment as a matter of law or, in the alternative, for a new  
15 trial, on May 12, 2016. Dkt. No. 233. On August 17, 2016, the Court granted judg-  
16 ment in favor of Defendant, and in the alternative, a new trial, on Plaintiffs' cause of  
17 action for violation of Section 2 of the Sherman Act by creating or maintaining a mo-  
18 nopoly through anti-competitive practices. The Court granted a new trial on Plaintiffs'  
19 cause of action for violation of Section 2 of the Sherman Act by attempting to create or  
20 maintain a monopoly through anti-competitive practices. Dkt. No. 262.

21 On October 10, 2016, Defendant filed a motion for reconsideration of the  
22 Court's August 17, 2016 order denying in part Defendant's motion for judgment as a  
23 matter of law on Plaintiffs' Section 2 claims, and for reconsideration of the Court's  
24 January 21, 2016 order denying summary judgment on Plaintiffs' Section 2 and  
25 Florida antitrust claims. Dkt. No. 268. On November 9, 2016, the Court granted  
26 Defendant's motion for reconsideration of the Court's January 21, 2016 order denying  
27 summary judgment on Plaintiffs' antitrust claims. The Court granted summary  
28

1 judgment in favor of Defendant on Plaintiffs' antitrust claims for the reasons set forth  
2 in its order of November 9, 2016. Dkt. No. 274.

3 The Court NOW ENTERS JUDGMENT AS FOLLOWS:

4 1. Judgment is entered in favor of Plaintiffs and against Defendant on Plain-  
5 tiffs' claims for breach of contract and breach of the covenant of good faith and fair  
6 dealing in the amount of \$9,062,679.00 plus prejudgment interest if and to the extent  
7 ordered by the Court.

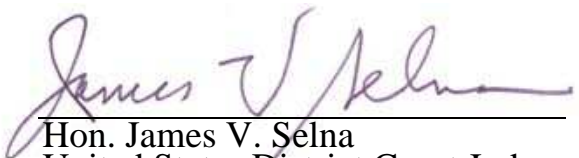
8 2. Plaintiffs shall recover post-judgment interest on the judgment on their  
9 claims for breach of contract and breach of the covenant of good faith and fair dealing  
10 in accordance with 28 U.S.C. § 1961.

11 3. Judgment is entered in favor of Defendant and against Plaintiffs on all of  
12 Plaintiffs' other claims, including Plaintiffs' claims for violation of Section 2 of the  
13 Sherman Act, 15 U.S.C. § 2; violation of the Florida Antitrust Law, Fla. Stat. § 542.19;  
14 trade libel; tortious interference with contract; intentional interference with prospective  
15 economic relations; negligent interference with prospective economic relations; and vi-  
16 olation of the California Unfair Competition Law, Cal. Bus. & Profs. Code § 17200.

17 4. Costs and reasonable attorney fees shall be recovered to the extent or-  
18 dered by the Court.

19 **IT IS SO ORDERED.**

20  
21 Dated: December 14, 2016

22   
23 Hon. James V. Selna  
24 United States District Court Judge  
25  
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