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9 Attorneys for Defendants/Counterclaimants

10 **UNITED STATES DISTRICT COURT**
 11 **CENTRAL DISTRICT OF CALIFORNIA**
 12 **SOUTHERN DIVISION**

14 DEUTSCH-HOLLANDISCHE
 15 TABAKGESELLSCHAFT MBH &
 CO., KG,

16 Plaintiff,

17 v.

18 TRENDSETTAH USA, INC.

19 Defendant.

Case No. 8:17-cv-00181-DOC(JDEx)

JUDGMENT

20 TRENDSETTAH USA, INC. and
 21 TREND SETTAH, INC.

22 Counter-claimants,

23 v.

24 DEUTSCH-HOLLANDISCHE
 25 TABAKGESELLSCHAFT MBH &
 26 CO. KG,

27 Counter-defendant.

28

1 On April 30, 2018, the Court granted in part and denied in part Plaintiff and
2 Counterclaim Defendant Deutsch-Hollandische Tabakgesellschaft mbH & Co.,
3 KG's ("DHT's") motion for partial summary judgment. The Court granted
4 summary judgment as follows:

- 5 • in DHT's favor on its claim for breach of contract against Trend Settah,
6 Inc.;
- 7 • in DHT's favor as to Trend Settah, Inc. and Trendsettah USA, Inc.'s
8 counterclaim for breach of contract; and
- 9 • in DHT's favor as to Trendsettah USA, Inc.'s counterclaims for breach of
10 implied warranties.

11 The Court denied partial summary judgment on Trend Settah, Inc.'s
12 counterclaims for breach of implied warranties, which proceeded to trial. (ECF
13 No. 62.)

14 On DHT's claim for breach of contract against Trend Settah, Inc., the parties
15 stipulated that Trend Settah, Inc. is liable to DHT for \$482,708.52, inclusive of
16 prejudgment interest accrued through April 23, 2018. (ECF No. 61.) The parties
17 stipulate that an additional \$2,063.78 in prejudgment interest will have accrued
18 through June 18, 2018.

19 On June 4, 2018, this Court entered the Final Pretrial Conference Order
20 pursuant to Fed. R. Civ. P. 16. (ECF No. 106.) On DHT's Counts One and Two
21 for breach of contract and quantum meruit, the Final Pretrial Conference Order
22 provided that "Trendsettah USA, Inc. and Trend Settah, Inc. stipulate that they are
23 alter egos of each other and jointly and severally liable for [DHT's] judgment and
24 to entry of this judgment against them. It further provided "[u]pon entry of the
25 judgment the Court shall dismiss all remaining claims and grounds for relief that
26 are asserted in Counts One and Two as moot," (*id.* at 7), and stated that it "shall
27 supersede the pleadings." (*Id.* at 21.)
28

1 This action came on for trial on June 5, 2018, in Courtroom 9D of the above-
2 entitled Court, the Honorable David O. Carter, United States District Judge,
3 presiding. Trend Settah, Inc. appeared by its attorneys, Mark Poe, Randolph Gaw,
4 and Samuel Song of Gaw | Poe LLP, and DHT appeared by its attorneys, Patrick
5 Hanes and Justin Feinman of Williams Mullen, P.C.

6 A jury of eight persons was impaneled and sworn to try the action. After a
7 three-day trial and after deliberations, the jury returned a verdict in favor of Trend
8 Settah, Inc. and against DHT, on each of Trend Settah, Inc.'s causes of action tried:
9 (1) breach of the implied warranty of merchantability, and (2) breach of the
10 implied warranty of fitness for a particular purpose. The jury returned a verdict
11 awarding Trend Settah, Inc. an undifferentiated \$3,060,250.00 on those claims.
12 The contents of the jury's verdict, which was filed on June 7, 2018, are hereby
13 incorporated by reference as if set forth fully herein. (ECF No. 114.)

14 The Court NOW ENTERS JUDGMENT AS FOLLOWS:

15 1. Judgment is entered in favor of DHT and against Trend Settah, Inc.,
16 and Trendsettah USA, Inc., jointly and severally, on DHT's claim for breach of
17 contract in the amount of \$484,772.30;

18 2. All remaining claims and grounds for relief asserted in DHT's Counts
19 One and Two are dismissed as moot;

20 3. Judgment is entered in favor of DHT and against Trend Settah, Inc.
21 and Trendsettah USA, Inc. on their counterclaim for breach of contract, and against
22 Trendsettah USA, Inc. on its counterclaims for breach of implied warranties;

23 4. Judgment is entered in favor of Trend Settah, Inc. and against DHT on
24 Trend Settah, Inc.'s counterclaims for breach of the implied warranty of
25 merchantability and breach of the implied warranty of fitness for a particular
26 purpose in the amount of \$3,060,250.00, plus prejudgment interest to the extent
27 ordered by the Court, to be determined following Trend Settah, Inc.'s motion for
28 the same;

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5. Post-judgment interest shall run on these judgments in accordance with 28 U.S.C. § 1961; and

6. Costs shall be recovered to the extent ordered by the Court.

DATED: June 19, 2018

David O. Carter

DAVID O. CARTER
UNITED STATES DISTRICT JUDGE