

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

INTERNATIONAL SWIMMING
LEAGUE, LTD,

Plaintiff,

v.

WORLD AQUATICS,

Defendant.

Case No. 18-cv-07394-JSC

FINAL VERDICT FORM

PART A: EXISTENCE OF A GROUP BOYCOTT AGAINST ISL

1. Did ISL prove by a preponderance of the evidence that World Aquatics and one or more of its member federations refused to deal with ISL pursuant to an agreement to boycott ISL swimming events?

Yes ☒ No ☐

If your answer to Question 1 is "Yes," continue to Part B. If your answer to Question 1 is "No," do not answer any further questions in Parts B, C, D, E, and F. Sign and date the verdict form, and inform the courtroom deputy that you are finished.

**PART B: SHERMAN ACT SECTION 1 CLAIM – UNREASONABLE RESTRAINT OF
TRADE – PER SE STANDARD**

2. Did ISL prove a preponderance of the evidence that at least two of the parties to the agreement were direct competitors?

Yes ☒ No ☐

1 *If your answer to Question 2 is "Yes," continue to Question 3. If your answer to Question 2 is*
2 *"No," do not answer any further questions in Part B, and continue to Part C.*

3 **3. Did ISL prove by a preponderance of the evidence that the agreement had no**
4 **purpose other than disadvantaging ISL?**

5 Yes _____ No ☒

6 *Regardless of your answer to Question 3, continue to Question 4.*

7 **4. Did ISL prove by a preponderance of the evidence that the agreement cut off ISL's**
8 **access to a supply, facility, or market necessary for ISL to compete?**

9 Yes ☒ No _____

10 *Regardless of your answer to Question 4, continue to Part C.*

11
12
13 **PART C: SHERMAN ACT SECTION 1 CLAIM – UNREASONABLE RESTRAINT OF**
14 **TRADE – RULE OF REASON STANDARD**

15 **5. Did ISL prove by a preponderance of the evidence the refusal to deal resulted in a**
16 **substantial harm to competition?**

17 Yes ☒ No _____

18 *If your answer to Question 5 is "Yes," continue to Question 6. If your answer to Question 5 is*
19 *"No," do not answer any further questions in Part C, and continue to Part D.*

20 **6. Did World Aquatics prove by a preponderance of the evidence the refusal to deal was**
21 **reasonably necessary to achieve competitive benefits?**

22 Yes _____ No ☒

23 *Regardless of your answer to Question 6, continue to Question 7.*

24 **7. Did ISL prove by a preponderance of the evidence the competitive harm substantially**
25 **outweighs the competitive benefits?**

26 Yes ☒ No _____

27 *Regardless of your answer to Question 7, continue to Part D.*

PART D: SHERMAN ACT SECTION 1 CLAIM – INJURY TO BUSINESS OR PROPERTY

- If you answered “Yes” to Question 2 **and either** Question 3 **or** Question 4, continue to Question 8.
- In addition, if you answered “Yes” to Question 7, continue to Question 8.
- However, if:
 - (1) you answered “No” to Question 2, **or** you answered “No” to Question 3 and Question 4, **and**
 - (2) you answered “No” to Question 5 or Question 7,

do not answer any further questions in Parts D, E, and F. Instead, sign and date the verdict form, and inform the courtroom deputy that you are finished.

8. Did ISL prove by a preponderance of the evidence the refusal to deal caused ISL to suffer an injury to its business or property?

Yes ☒ No ☐

If your answer to Question 8 is “Yes,” continue to Part E. If your answer to Question 8 is “No,” do not answer any further questions in Parts E and F. Sign and date the verdict form, and inform the courtroom deputy that you are finished.

PART E: CAUSATION AND ANTITRUST INJURY

9. Did ISL prove by a preponderance of the evidence it was in fact injured as a result of World Aquatics’ violation of the antitrust laws?

Yes ☒ No ☐

If your answer to Question 9 is “Yes,” continue to Question 10. If your answer to Question 9 is “No,” do not answer any further questions in Parts E and F. Sign and date the verdict form, and inform the courtroom deputy that you are finished.

10. Did ISL prove by a preponderance of the evidence World Aquatics’ violation of the antitrust laws was a material cause of ISL’s injury?

Yes ☒ No ☐

If your answer to Question 10 is "Yes," continue to Question 11. If your answer to Question 10 is "No," do not answer any further questions in Parts E and F. Sign and date the verdict form, and inform the courtroom deputy that you are finished.

11. Did ISL prove by a preponderance of the evidence its injury is an injury of the type that the antitrust laws were intended to prevent?

Yes ☒ No ☐

If your answer to Question 11 is "Yes," continue to Part F. If your answer to Question 11 is "No," do not answer any further questions in Part F. Sign and date the verdict form, and inform the courtroom deputy that you are finished.

PART F: DAMAGES

12. What amount of damages did ISL prove by a preponderance of the evidence it suffered as a result of World Aquatics' violation of the antitrust laws?

\$ 1

PLEASE HAVE THE PRESIDING JUROR SIGN AND DATE THE VERDICT FORM, AND THEN INFORM THE COURT CLERK THAT YOU HAVE REACHED A VERDICT.

Signed: Ethan Brogger

Dated: Jan 23, 2026