

1
2
3
4
5
6
7 INTERNATIONAL SWIMMING
8 LEAGUE, LTD,

9 Plaintiff,

10 v.

11 WORLD AQUATICS,

12 Defendant.

13 Case No. 18-cv-07394-JSC

14 **FINAL VERDICT FORM**

15 **PART A: EXISTENCE OF A GROUP BOYCOTT AGAINST ISL**

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

19 Yes No _____

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

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

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

27 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.*

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

3 • *If you answered “Yes” to Question 2 and either Question 3 or Question 4, continue to*
4 *Question 8.*

5 • *In addition, if you answered “Yes” to Question 7, continue to Question 8.*

6 • *However, if:*

7 ○ *(1) you answered “No” to Question 2, or you answered “No” to Question 3 and*
8 *Question 4, and*

9 ○ *(2) you answered “No” to Question 5 or Question 7,*

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

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

14 Yes No _____

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

20 **PART E: CAUSATION AND ANTITRUST INJURY**

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

23 Yes No _____

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

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

1 Yes No _____

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

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

7 Yes No _____

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

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

United States District Court
Northern District of California

PART F: DAMAGES

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

16 \$ 1

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

22 Signed: Ethan Brogger

Dated: Jan 23, 2026