

IN THE CIRCUIT COURT OF THE
EIGHTEENTH JUDICIAL CIRCUIT IN
AND FOR SEMINOLE COUNTY, FLORIDA

RCBA NUTRACEUTICALS, LLC d/b/a
RONNIE COLEMAN SIGNATURE SERIES,

CASE NO: 2019-CA-000787-W

Plaintiff,

vs.

WESTERN PACKAGING, INC., and
POLYFIRST PACKAGING, INC.,

Defendants.

WESTERN PACKAGING, INC.,

Cross-Plaintiff/Cross-Defendant,

vs.

POLYFIRST PACKAGING, INC.,

Cross-Defendant/Cross-Plaintiff.

FINAL JUDGMENT

Pursuant to the Verdict rendered by the Jury in this action on October 17, 2024 (the “Jury’s Verdict”),

IT IS ORDERED AND ADJUDGED that Plaintiff, RCBA NUTRACEUTICALS, LLC d/b/a RONNIE COLEMAN SIGNATURE SERIES (“RCBA”), shall have and recover from the Defendants in this action in accordance with the following:

1. On RCBA’s claim against Defendant, WESTERN PACKAGING, INC. (“Western”), for Fraudulent Misrepresentation (Count III), the Jury rendered its Verdict in favor of RCBA. The Jury determined that RCBA proved damages on this claim in the amount of \$10,422,100.00, as follows:

- a. Out-of-Pocket Damages (Hard Cost Loss): \$2,422,100.
- b. Lost Profits: \$7,500,000.

c. Lost Investor Damages: \$500,000.

2. On RCBA's claim against Western for Negligent Misrepresentation (Count IV), the Jury rendered its Verdict in favor of RCBA. The Jury determined that RCBA proved damages on this claim in the amount of \$10,422,100.00, as follows:

a. Out-of-Pocket Damages (Hard Cost Loss): \$2,422,100.

b. Lost Profits: \$7,500,000.

c. Lost Investor Damages: \$500,000.

The jury assigned the following percentages of fault:

Defendant, WESTERN PACKAGING, INC.: 50%.

Defendant, POLYFIRST PACKAGING, INC.: 50%.

3. On RCBA's claim against Western for violation of the Florida Deceptive and Unfair Trade Practices Act (Count V), the Jury rendered its Verdict in favor of RCBA in the amount of \$42,000.

4. On RCBA's claim against Western for Breach of Express Warranty Under the UCC (Count VI), the Jury rendered its Verdict in favor of RCBA. The Jury determined that RCBA proved damages on this claim in the amount of \$9,964,100.00, as follows:

a. Actual Damages: \$42,000.

b. Incidental Damages (inc. out of pocket/hard cost loss): \$2,422,100.

c. Consequential Damages (inc. lost profits): \$7,500,000.

5. On RCBA's claim against Western for Breach of Implied Warranty of Fitness for a Particular Purpose Under the UCC (Count VII), the Jury rendered its Verdict in favor of RCBA. The jury determined that RCBA proved damages on this claim in the amount of \$9,964,100.00, as follows:

- a. Actual Damages: \$42,000.
- b. Incidental Damages (inc. out of pocket/hard cost loss): \$2,422,100.
- c. Consequential Damages (inc. lost profits): \$7,500,000.

6. On RCBA's claim against Defendant, POLYFIRST PACKAGING, INC. ("PolyFirst"), for Breach of Contract as Third-Party Beneficiary (Count XIII), the Jury rendered its Verdict in favor of RCBA. The Jury determined that RCBA proved damages on this claim in the amount of \$9,964,100.00, as follows:

- a. Actual Damages: \$42,000.
- b. Incidental Damages (inc. out of pocket/hard cost loss): \$2,422,100.
- c. Consequential Damages (inc. lost profits): \$7,500,000.

The jury assigned the following percentages of fault:

Defendant, POLYFIRST PACKAGING, INC.: 50%.

Defendant, WESTERN PACKAGING, INC.: 50%.

7. In accordance with the Jury's Verdict, RCBA shall have and recover from Western the sum of \$10,464,100.00, which shall bear interest at 9.5% from the date of this Final Judgment, subject to adjustment under section 55.03, Florida Statutes, for which sum let execution issue, subject to the reservations in paragraphs 20 and 21, below.

8. In accordance with the Jury's Verdict, RCBA shall have and recover from PolyFirst the sum of \$4,982,050.00, which shall bear interest at 9.5% from the date of this Final Judgment, subject to adjustment under section 55.03, Florida Statutes, for which sum let execution issue, subject to the reservations in paragraphs 20 and 21, below.

9. The addresses for RCBA, Western, and PolyFirst are identified below. Each party has confirmed that the address attributed to the party is accurate:

RCBA's address is: 635 Century Pt., Suite 121, Lake Mary, FL 32746.

Western's address is: 2301 Crown Ct., Irving, TX 75038.

PolyFirst's address is: 2261 Innovation Way, Hartford, WI 53027.

IT IS FURTHER ORDERED AND ADJUDGED that

10. Western and PolyFirst (hereinafter, the "Judgment Debtors") shall each complete under oath Florida Rule of Civil Procedure Form 1.977(b) (Fact Information Sheet – For Corporations and Other Business Entities), including all required attachments, and serve it on RCBA's attorneys within 45 days from the date of this Final Judgment, unless this Final Judgment is satisfied or post-judgment discovery is stayed.

11. Jurisdiction of this case is retained by this Court to enter further orders that are proper to compel the Judgment Debtors to complete Form 1.977(b), including all required attachments, and serve it on RCBA's attorneys.

IT IS FURTHER ORDERED AND ADJUDGED that

12. Judgment is entered in the favor of PolyFirst on Negligence (Count I), and PolyFirst shall go hence without day.

13. Judgment is entered in favor of Western on Common Law Breach of Warranty (Count VIII), and Western shall go hence without day.

14. Judgment is entered in favor of Western on Breach of Contract (Count IX), and Western shall go hence without day.

15. Judgment is entered in the favor of PolyFirst and Western on Civil Conspiracy (Count XIV), and Western and PolyFirst shall go hence without day.

16. Judgment is entered in favor of PolyFirst on Western's crossclaim for Breach of Contract (Count I), and PolyFirst shall go hence without day.

17. Judgment is entered in favor of PolyFirst on Western's crossclaim for Common Law Indemnity (Count II), and PolyFirst shall go hence without day.

18. Judgment is entered in favor of PolyFirst on Western's crossclaim for Breach of Implied Warranty (Count III), and PolyFirst shall go hence without day.

19. Judgment is entered in favor of Western on PolyFirst's crossclaim for Common Law Indemnity (Count I), and Western shall go hence without day.

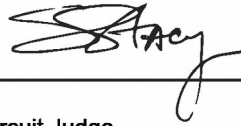
IT IS FURTHER ORDERED AND ADJUDGED that, notwithstanding anything above to the contrary

20. The Court reserves jurisdiction over the subject matter and the parties. The Court specifically reserves jurisdiction to consider and rule on any timely filed post-verdict motions, including but not limited to such motions pertaining to remittitur and/or election of remedies, and to determine entitlement to prejudgment interest, costs, and attorneys' fees and, if entitlement is found, to determine the amounts the movant shall recover, and to determine the applicability of the single recovery rule and, if applicable, apply the single recovery rule.

21. Enforcement of this judgment is stayed until decision by this court on the Defendants' post-verdict motions, plus seven (7) days to permit the filing of an appeal, if any, and the posting of an appeal bond. Upon posting a good and sufficient appeal bond, discovery in aid of execution is stayed pending appeal. *Safepoint Ins. Co. v. Ellison*, 2024 WL 4219149 (Fla. 3d DCA 2024); *Pneumo Abex LLC v. Mallia*, 923 So.2d 1197 (Fla. 3d DCA 2006).

DONE AND ORDERED in Chambers, Sanford, Seminole County, Florida this

59-2019-CA-000787 12/28/2024 09:52:42 AM



Susan Stacy, Circuit Judge

Saturday, December 28, 2024

59-2019-CA-000787 12/28/2024 09:52:42 AM

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via the Florida Courts Efiling portal to the following on Monday, January 6, 2025

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A handwritten signature in black ink that reads "Anne Brezina". The signature is written in a cursive style and is positioned above a horizontal line.

Anne Brezina, Judicial Assistant

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