STATE OF NORTH CAROLINA

CATAWBA COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
23CVS001091-170

BLUE BUILDING, LLC, KRUBIM 26 INTERNATIONAL, INC. d/b/a WOOFERSETC, DAVID SOLEYMANI, JOSHUA SOLEYMANI, and DANIEL SOLEYMANI, and derivatively on behalf of SUNDOWN AUDIO, LLC,

Plaintiffs,

vs.

SUNDOWN AUDIO, LLC, JACOB A. FULLER, individually and in his capacity as Manager of SUNDOWN AUDIO, LLC, SCOTTIE JOHNSON, individually and SYSTEMATIC AUDIO, LLC d/b/a SUNDOWN AUDIO, JARED NUGENT, individually, and SECOND WIND CONSULTANTS, INC.,

Defendants.

FILED
DATE: May 15, 2026
TIME: 12:35:41 PM
CATAWBA COUNTY
CLERK OF SUPERIOR COURT
BY: A. Kincaid

VERDICT SHEET

ISSUES

Issue Number 1:

"Did Defendant Sundown Audio breach the contract with the Plaintiff?"

Yes ✓ No _____

If you answer this Issue Yes, please answer Issue Number 2 as well. If you answer this Issue No, please move to Issue Number 3. Further, if you answer Issue Number 1 yes, you will also answer Issue number 23.

Issue Number 2:

"What amount is the Plaintiff entitled to recover from the Defendant Sundown Audio for breach of contract?"

$ 5,369,297.50

Issue Number 3:

"Did the Defendant Scottie Johnson wrongfully interfere with a contract right between the Plaintiff and Sundown Audio?"

Yes ✓ No _____

If you answer this Issue Yes, please answer Issue Number 4 as well. If you answer this Issue No, please move to Issue Number 5.

Issue Number 4:

"In what amount has the Plaintiff been damaged by Mr. Johnson's interference with Plaintiff's contractual right?"

$ 5,369,297.50

Issue Number 5:

"Did the Defendant Jacob Fuller convert the money of the Plaintiff that Plaintiff was to receive upon the sale of Sundown Audio?"

Yes ✓ No _____

If you answer this Issue Yes, please answer Issue Number 6 as well. If you answer this Issue No, please move to Issue Number 7.

Issue Number 6:

"What amount is the Plaintiff entitled to recover for damages from Defendant Jacob Fuller for the conversion of Plaintiff's money?"

$ 5,369,297.50

Issue Number 7:

"Was Jared Nugent, acting on behalf of Second Wind Consultants, authorized to communicate on behalf of Systematic Audio?"

Yes ✓ No _____

Issue Number 8:

"Was Jared Nugent, acting on behalf of Second Wind Consultants, authorized to communicate on behalf of Scottie Johnson?"

Yes ✓ No _____

Issue Number 9:

"Was Jared Nugent, acting on behalf of Second Wind Consultants, authorized to communicate on behalf of Jacob Fuller?"

Yes ✓ No _____

Issue Number 10:

"Was the Plaintiff damaged by the fraud of the Defendant Scottie Johnson?"

Yes ✓ No _____

If you answer this Issue Yes, please answer Issue Number 11 as well. If you answer this Issue No, please move to Issue Number 12.

Issue Number 11:

"What amount is the Plaintiff entitled to recover from Defendant Scottie Johnson as damages for fraud?"

$ 5,369,297.50

Issue Number 12:

"Was the Plaintiff damaged by the fraud of Defendant Jacob Fuller?"

Yes ✓ No _____

If you answer this Issue Yes, please answer Issue Number 13 as well. If you answer this Issue No, please move to Issue Number 14.

Issue Number 13:

"What amount is the Plaintiff entitled to recover from Defendant Jacob Fuller as damages for fraud?"

$ 5,369,297.50

Issue Number 14:

"Did the Defendant Scottie Johnson do at least one of the following?"

1. Take steps utilizing deception and false statements to give the false appearance of a reduced sales price for Sundown in an effort and for the purpose of deceiving creditors, including David Soleymani, to take or accept less than what they were owed;

Yes ✓ No _____

2. Create through deceptive conduct the appearance of a company going out of business via a liquidation in an intentional effort to avoid paying creditors, including David Soleymani, in an effort to get them to take less than what they were actually owed;

Yes ✓ No _____

3. Utilize an unequal bargaining position in an effort to obtain a release through a credit agreement of David Soleymani's contractual right to 25% of the gross sale price while taking steps to mask the true nature of the transaction;

Yes ✓ No _____

4. Promise to disclose the terms of the sale of Sundown upon the signing of a non-disclosure agreement with no intention of actually providing truthful information about the sale in an effort to limit or eliminate David Soleymani's rights under his investment contract;

Yes ✓ No _____

5. Falsely claim violations of a non-disclosure agreement while exerting and using unequal bargaining power for the purpose of inducing Woofers to enter into a credit agreement that would eliminate the contractual right of David Soleymani to 25% of the gross sale price.

Yes ✓ No _____

If you answer <u>any</u> subparts of this Issue Yes, please answer Issue Number 15 as well. If you answer <u>all</u> subparts of this Issue No, please move to Issue Number 18.

Issue Number 15:

"Was the Defendant, Scottie Johnson's conduct in commerce or did it affect commerce?"

Yes ✓ No _____

If you answer this Issue Yes, please answer Issue Number 16 as well. If you answer this Issue No, please move to Issue Number 18.

Issue Number 16:

"Was the Defendant Scottie Johnson's conduct a proximate cause of the Plaintiff's injury?"

Yes ✓ No _____

If you answer this Issue Yes, please answer Issue Number 17 as well. If you answer this Issue No, please move to Issue Number 18.

Issue Number 17:

"In what amount has the Plaintiff been damaged as a result of the alleged acts of Defendant Scottie Johnson?"

$ 5,369,297.50

Issue Number 18:

"Did Defendant Johnson do at least one of the following acts to Woofers, Etc.:"

1. Wrongfully deprive or interfere with Woofers ability to receive and sell Defendant Sundown Audio branded products;

   Yes ✓ No _____

2. Exercise undue influence or position to gain an advantage in the marketplace to the detriment of Woofers rights to distribute Defendant Sundown Audio products;

   Yes ✓ No _____

3. Abuse power and position in the face of a legal duty to disclose the actual gross sales price in an effort to gain an improper advantage over Woofers in the marketplace;

   Yes ✓ No _____

4. Obtain a non-disclosure agreement from Woofers based on promises of full disclosure, while never intending to make full disclosure of the details of the Sundown transaction;

   Yes ✓ No _____

5. Falsely claiming violations of a non-disclosure agreement in an effort to wrongfully induce Woofers to enter into a credit agreement that would eliminate the contractual right of David Soleymani to 25% of the gross sale price;

   Yes ✓ No _____

6. Wrongfully intimidate by use of its unequal bargaining position and power to deny Woofers the use of the Sundown trademark for the purpose of inhibiting its ability to sell its inventory of Sundown branded products that it had purchased from Sundown Audio prior to its sale to Systematic;

Yes ✓ No _____

7. Interfere with Woofers' ability to obtain and sell Defendant Sundown Audio branded products in the marketplace in retaliation for Plaintiff David Soleymani's refusal to abandon his rights to receive 25% of the gross sales price associated with the sale of Defendant Sundown Audio to Systematic Audio;

Yes ✓ No _____

8. Make false statements implicating that Woofers sold counterfeit products and was a "sketchy dealer" in retaliation for David Soleymani's refusal to give up his contractual right to 25% of the gross sale price.

Yes ✓ No _____

If you answer <u>any</u> subparts of this Issue Yes, please answer Issue Number 19 as well.
If you answer <u>all</u> subparts of this Issue No, please move to Issue Number 20.

Issue Number 19:

"Was Defendant Scottie Johnson's conduct in commerce or did it affect commerce?"

Yes ✓ No _____

Issue Number 20:

"Did Jacob Fuller conspire with Scottie Johnson to convert the property of the Plaintiff?"

Yes ✓ No _____

Issue Number 21:

"Did Jacob Fuller conspire with Scottie Johnson to commit a fraud against the Plaintiff?"

Yes ✓ No _____

Issue Number 22:

"If you have answered any of the questions in issue 14 "yes" in favor of the Plaintiff, did Jacob Fuller conspire with Scottie Johnson to commit any of those acts?"

Yes ✓ No _____

Issue Number 23:

You will answer this issue only if you have answered "Yes" to the first issue.

"Did Defendant Jacob Fuller control Sundown with regard to the acts or omissions that damaged Plaintiff David Soleymani?"

Yes ✓ No _____

Issue Number 24:

"Did Defendant Scottie Johnson control Systematic Audio with regard to the acts or omissions that damaged Plaintiff David Soleymani?"

Yes ✓ No _____

Issue Number 25:

"Did WoofersEtc. falsely advertise that it was an authorized dealer of Sundown Audio products in violation of the Lanham Act?"

Yes _____ No ✓

If you answer this Issue Yes, please answer Issue Number 26 as well. If you answer this Issue No, please move to Issue Number 29.

Issue Number 26:

"Did WoofersEtc. willfully engage in false advertising in violation of the Lanham Act?"

Yes _____ No _____

If you answer this Issue Yes, please answer Issues Number 27 and 28 as well. If you answer this Issue No, please move to Issue Number 29.

Issue Number 27:

"In what amount was Systematic Audio, LLC d/b/a Sundown Audio damaged by WoofersEtc.'s false advertising?"

$_____

Issue Number 28:

"Is Systematic's claim under the Lanham Act barred by their own unclean hands?"

Yes _____ No _____

Issue Number 29:

"Did David Soleymani and Joshua Soleymani intentionally record Scottie Johnson's conversation using an electronic device, without Mr. Johnson's consent, when Mr. Johnson reasonably expected the conversation to be confidential?"

Yes ✓ No _____

05/15/26

Whitney McCaskill

STATE OF NORTH CAROLINA

CATAWBA COUNTY

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Defendants.

FILED
DATE: May 18, 2026
TIME: 4:38:28 PM
CATAWBA COUNTY
CLERK OF SUPERIOR COURT
BY: A. Kincaid

VERDICT SHEET

ISSUES

Issue Number 1:

"Is the defendant, Jacob Fuller liable to the plaintiff for punitive damages?"

Yes ✓ No _____

(If you answer this Issue "Yes," please answer Issue Number 2. If you answer this Issue "No," skip Issue 2 and answer Issue Number 3.)

Issue Number 2:

"What amount of punitive damages, if any, does the jury in its discretion award to the plaintiff against Defendant Jacob Fuller?"

$ 260,000.00

(Go to and answer Issue Number 3)

Issue Number 3:

"Is the defendant, Scottie Johnson liable to the plaintiff for punitive damages?"

Yes ✓ No _____

(If you answer this Issue "Yes," please answer Issue Number 4. If you answer this Issue "No," stop here and this is your verdict.)

Issue Number 4:

"What amount of punitive damages, if any, does the jury in its discretion award to the plaintiff against Defendant Scottie Johnson?"

$ 16,107,892.50

(stop here, this is your verdict)

This the 18th day of May, 2026.

Brittany Agosta
Signature of foreperson

Brittany Agosta
Printed name of foreperson