

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
STATESVILLE DIVISION
CIVIL ACTION NO. 5:14-CV-00195-RLV-DCK**

ECLIPSE PACKAGING, INC., D/B/A)
FLEXSOL PACKAGING,)
)
Plaintiff,)
)
v.)
)
STEWARTS OF AMERICA, INC.,)
)
)
Defendant.)
)

AMENDED FINAL JUDGMENT

THIS ACTION HAVING COME BEFORE THE COURT, the Honorable Richard L. Voorhees, United States District Judge, presiding, by way of a jury trial held May 3, 2016 through May 5, 2016; as to COUNT I – BREACH OF EXPRESS WARRANTY; COUNT II – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY; and COUNT III – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; and such claims having been submitted to the Jury for its consideration and decision, and the Jury having reached its VERDICT concerning the same,

IT IS ORDERED AND ADJUDGED that Judgment is hereby **ENTERED** in favor of Plaintiff, Eclipse Packaging, Inc., doing business as Flexsol Packaging (the “Plaintiff”), and against Defendant, Stewarts of America, Inc. (the “Defendant”), in the amount of **FIVE-HUNDRED AND SIXTY-THREE THOUSAND AND ONE-HUNDRED AND EIGHTY-FOUR DOLLARS AND ONE CENT (\$563,184.01)** in money damages;

IT IS FURTHER ORDERED AND ADJUDGED that the award of money damages be set-off by the amount of **SEVENTY-TWO THOUSAND AND FIVE-HUNDRED DOLLARS AND ZERO CENTS (\$72,500.00)**, that amount representing a credit to the Defendant for the Plaintiff's failure to mitigate its damages;

IT IS FURTHER ORDERED AND ADJUDGED that the award of money damages be further set-off by the amount of **ONE-HUNDRED AND THIRTY-TWO THOUSAND AND FIVE-HUNDRED DOLLARS AND ZERO CENTS (\$132,500.00)**, that amount representing a credit to the Defendant for the settlement between Plaintiff and former-defendant Industrial Brush Co., Inc.;

IT IS FURTHER ORDERED AND ADJUDGED that, after all aforementioned set-offs and credits, the Plaintiff shall recover money damages from the Defendant in the amount of **THREE-HUNDRED AND FIFTY-EIGHT THOUSAND AND ONE-HUNDRED AND EIGHTY-FOUR DOLLARS AND ONE CENT (\$358,184.01)**;

IT IS FURTHER ORDERED AND ADJUDGED that the Plaintiff be entitled to recover from the Defendant: (1) its costs in this action; (2) pre-judgment interest, pursuant to N. C. Gen Stat. §§ 24-1, 24-5(a) and applicable law, as of the date of the breach of contract, September 10, 2012; and (3) post-judgment interest, pursuant to 28 U.S.C. § 1961 and applicable law.

SO ORDERED.

Signed: July 27, 2016



Richard L. Voorhees
United States District Judge

