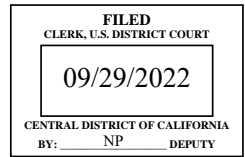


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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MONSTER ENERGY COMPANY, a
Delaware corporation,

Plaintiff,

vs.

VITAL PHARMACEUTICALS, INC.,
d/b/a VPX Sports, a Florida corporation;
and JOHN H. OWOC a.k.a. JACK
OWOC, an individual,

Defendants.

Case No. 5:18-cv-1882-JGB-SHK

Honorable Jesus G. Bernal

VERDICT FORM

1 WE THE JURY unanimously find as follows:

2 **FALSE ADVERTISING – LANHAM ACT**

3 1. Are Defendants Vital Pharmaceuticals, Inc. (“VPX”) and/or John H. “Jack”
4 Owoc liable for false advertising under the Lanham Act?

5
6 (a) **VPX:** Yes (for Monster) X No (for VPX) _____

7
8 (b) **Owoc:** Yes (for Monster) X No (for Owoc) _____

9
10 *(If you answered “Yes” to Question 1(a), 1(b), or both, continue to Question*

11 *2. Otherwise, skip to Question 4.)*

12
13 2. We award Monster the following damages sustained by Monster for VPX’s
14 and/or Owoc’s false advertising:

15
16 \$271,924,174

17
18 *(Continue to Question 3.)*

19
20 3. Was VPX’s and/or Owoc’s false advertising willful and deliberate?

21
22 (a) **VPX:** Yes (for Monster) X No (for VPX) _____

23
24 (b) **Owoc:** Yes (for Monster) X No (for Owoc) _____

25
26 *(Continue to Question 4.)*

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28

INTENTIONAL INTERFERENCE WITH CONTRACT – CALIFORNIA

COMMON LAW

4. Did VPX and/or Owoc intentionally interfere with Monster’s contracts with Circle K, AM PM, and/or Wal-Mart?

Circle K

(a) **VPX:** Yes (for Monster) X No (for VPX) _____

(b) **Owoc:** Yes (for Monster) _____ No (for Owoc) X

AM PM

(a) **VPX:** Yes (for Monster) X No (for VPX) _____

(b) **Owoc:** Yes (for Monster) _____ No (for Owoc) X

Wal-Mart

(a) **VPX:** Yes (for Monster) X No (for VPX) _____

(b) **Owoc:** Yes (for Monster) _____ No (for Owoc) X

(If you answered “Yes” to any of the above, continue to Question 5. Otherwise, skip to Question 7.)

1 5. We award Monster the following damages for VPX's and/or Owoc's intentional
2 interference with Monster's contracts with Circle K, AM PM, and/or Wal-Mart:

3
4 \$ 18,000,000
5

6 (Continue to Question 6.)
7

8 6. Did VPX and/or Owoc act maliciously, oppressively, fraudulently, or in reckless
9 disregard of Monster's rights by intentionally interfering with Monster's contracts
10 with Circle K, AM PM, and/or Wal-Mart?

11
12
13 (a) **VPX:** Yes (for Monster) X No (for VPX) _____
14

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16 (b) **Owoc:** Yes (for Monster) _____ No (for Owoc) X
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18 (Continue to Question 7.)
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TRADE SECRET MISAPPROPRIATION

7. Did VPX misappropriate Monster’s claimed trade secrets in violation of the Defend Trade Secrets Act?

Yes (for Monster) X No (for VPX) _____
(Continue to Question 8.)

8. Did VPX misappropriate Monster’s claimed trade secrets in violation of the California Uniform Trade Secrets Act?

Yes (for Monster) X No (for VPX) _____

(If you answered “Yes” to either of Questions 7 or 8, continue to Question 9. Otherwise, skip to Question 11.)

9. We award Monster the following damages for VPX’s misappropriation of Monster’s trade secrets:

 \$ 3,000,000
(Continue to Question 10.)

10. Did VPX maliciously and willfully misappropriate Monster’s trade secrets?

Yes (for Monster) X No (for VPX) _____
(Continue to Question 11.)

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COMPUTER FRAUD AND ABUSE ACT

11. Did VPX violate the Computer Fraud and Abuse Act?

Yes (for Monster) X No (for VPX) _____

(If you answered "Yes" to Question 11, continue to Question 12. Otherwise, skip to the Concluding Instructions.)

12. We award Monster the following damages for VPX's violation of the Computer Fraud and Abuse Act:

\$ 15,587

(Continue to the Concluding Instructions.)

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Concluding Instructions

You have now reached the end of the verdict form. Review it to ensure it accurately reflects your unanimous decisions. The Presiding Juror should then sign and date the verdict form in the spaces below and notify the Court personnel that you have reached a verdict. The Presiding Juror should retain possession of the verdict form and bring it when the jury is brought back into the courtroom.

Dated: September 29, 2022



PRESIDING JUROR