

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

NATURAL VITAMINS LABORATORY,
LLC, d/b/a NV LABS,

CASE NO:

Plaintiff,

v.

REDCON1, LLC,

Defendant.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Natural Vitamins Laboratory, LLC, d/b/a NV Labs ("NV Labs"), by and through its undersigned counsel, brings this action seeking damages and declaratory relief against Defendant Redcon1, LLC ("Redcon1").

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff NV Labs is a Florida limited liability company with its principal place of business at 4237 S. Dixie Highway, Floor 4, Coral Gables, Florida 33133.
2. Defendant Redcon1 is a Florida limited liability company with its principal place of business at 701 Park of Commerce Blvd, Boca Raton, Florida 33487.¹
3. This court has subject-matter jurisdiction under Article 5, Section 5(b) of the Florida Constitution and Fla. Stat. § 26.012(2)(a) because this is an action at law in which the matter in controversy exceeds the sum of \$50,000, exclusive of interest, costs, and attorneys' fees.
4. The Court has personal jurisdiction over Defendant Redcon1 under Fla. Stat. § 48.193(2) because Redcon1 is a Florida company.

¹ Redcon1 maintains a website located at: <https://redcon1.com/> (the "Redcon Website").

5. Venue is proper under Fla. Stat. § 47.011 and § 47.051 because Defendant Redcon1 is a domestic corporation that maintains its principal place of business in Palm Beach County.

GENERAL ALLEGATIONS

A. The Parties Establish a Business Relationship Pursuant to Which NV Labs Manufactures Certain Sports Nutrition Products for Redcon1

6. NV Labs is a leading contract manufacturer of nutritional supplements and other health and wellness products, founded over twenty years ago by brothers-in-law Karan Arora and Tejas Choksi. In December 2024, Mr. Arora and Mr. Choksi sold a majority equity stake in NV Labs. They continued to hold important operational roles at NV Labs until the end of 2025.

7. Defendant RedCon1 is a sports nutrition company founded in 2016 by CEO Aaron Singerman.² Mr. Singerman is also the founder and former CEO of another Boca Raton-based sports nutrition company, Blackstone Labs LLC. In November 2021, Mr. Singerman and Blackstone Labs pleaded guilty to conspiring to sell illegal anabolic steroids and other products falsely marketed as dietary supplements.³ Mr. Singerman was sentenced to a 54-month prison term but served less than a year.⁴

8. In or about the beginning of 2025, Redcon1 began submitting manufacturing orders

² Mr. Singerman maintains a website at: <https://aaronsingerman.com/>.

³ Press Release, U.S. Dep't of Justice, Office of Pub. Affairs, *Florida Corporation and Executives Plead Guilty to Conspiracy to Sell Anabolic Steroids and Unlawful Dietary Supplements*, Press Release No. 21-1157 (Nov. 19, 2021), <https://www.justice.gov/archives/opa/pr/florida-corporation-and-executives-plead-guilty-conspiracy-sell-anabolic-steroids-and>.

⁴ See Press Release, U.S. Dep't of Justice, Office of Pub. Affairs, *Blackstone Labs Founder Sentenced for Conspiracy to Sell Anabolic Steroids and Unlawful Dietary Supplements*, Press Release No. 22-71 (Jan. 27, 2022), <https://www.justice.gov/archives/opa/pr/blackstone-labs-founder-sentenced-conspiracy-sell-anabolic-steroids-and-unlawful-dietary>; Josh Long, *Legal Experts Weigh in on Aaron Singerman's Early Release from Prison in Blackstone Labs Case*, SupplySide Supplement Journal (Jan. 20, 2023), <https://www.supplysidesj.com/supplement-regulations/legal-experts-weigh-in-on-aaron-singerman-s-early-release-from-prison-in-blackstone-labs-case>.

to NV Labs. No written contract governed the parties' relationship.

9. Instead, the parties engaged in an iterative process of product development and production. At Redcon1's request, NV Labs would make product "bench samples" for Redcon1's review at joint tasting panels. Redcon1 would then submit written purchase orders and NV Labs would respond with price quotes. If Redcon1 accepted NV Labs' proposed price terms, NV Labs would "confirm" by sending Redcon1 a corresponding sales order.

10. In practice, neither party treated orders as binding commitments prior to the start of production.

11. Redcon1 made frequent changes to "confirmed" purchase orders. It unilaterally cancelled at least four "confirmed" orders.

12. Often, but not always, Redcon1 communicated those changes via a shared workbook entitled "Redcon1 Product Details for NV Labs" (the "Workbook"), which also served as the agenda for weekly update calls between the parties.

13. Redcon1 used the Workbook, weekly calls, and its frequent informal communications with NV Labs to cancel "confirmed" orders, modify their material terms, change production priorities, or expedite orders that had not been formally confirmed—often asking NV Labs to delay work on "confirmed" orders in favor of more urgent "unconfirmed" requests.

14. NV Labs accommodated these regular changes, cancellations, reprioritizations, and purportedly expedited requests so long as Redcon1 submitted them before production began on the corresponding order.

15. Thus, although Redcon1 submitted over forty written purchase orders to NV Labs over the course of the parties' brief relationship, only sixteen became binding orders (the "Final Orders") because NV Labs filled those orders pursuant to the parties' mutual agreement.

16. No other purchase or sales orders generated by either party—whether exchanged, acknowledged, confirmed, modified, delayed, cancelled, or otherwise—were filled and none had become binding agreements by the time the parties terminated their relationship.

B. NV Labs Delivers Over \$4.5 Million in Conforming Products

17. Upon information and belief, Redcon1 had parted from its previous manufacturer and needed to keep its supply pipeline moving in order to keep selling its products. NV Labs was tasked with filling the void despite not having previously worked with Redcon1. Throughout the parties' brief relationship, Redcon1 consistently pushed NV Labs to work faster and produce more, even at the expense of quality.

18. NV Labs filled every Final Order by manufacturing the requested products, confirming they conformed to all required specifications, and delivering them (the "Delivered Products") to Redcon1.

19. The Delivered Products comprised multiple products within three Redcon1 product lines: two protein powder product lines ("MRE" and "MRE Lite") and one "preworkout powder" product line ("Total War").⁵ The approximate number of products and total units that NV Labs manufactured and delivered in each Redcon1 product line is summarized in Table I below:

⁵ According to the Redcon1 Website, MRE products are "the perfect meal replacement protein powder for your intense workouts." MRE Lite products are similar, but "without the extra calories or carbs." A "preworkout powder" is "a supplement that is designed to be taken before a workout to enhance performance."

TABLE I

Product Line	Number of Products	Total Units
MRE Lite	14	252,000
Total War	18	242,400
MRE	3	18,000
GRAND TOTAL	35	512,400

20. The parties agreed to certain specifications regarding the contents and physical and sensory (or “organoleptic”) properties of each product.

21. The Delivered Products conformed to all mutually agreed specifications.

22. To ensure conformity, NV Labs analyzed samples of every production lot (each, a “Lot”) at least twice during production.

23. First, NV Labs evaluated the organoleptic properties of samples taken from every Lot immediately after blending (sometimes called “blender samples”). In addition, NV Labs sent Redcon1 blender samples from every Lot, so that it could do the same and notify NV Labs of any concerns or requests.

24. Second, NV Labs conducted a post-production analysis of every Lot and summarized the results in corresponding certificates of analysis.

25. These analyses confirmed that every Lot conformed to all mutually agreed specifications for the Delivered Products.

26. In or about July 2025, NV Labs’ Chief Operating Officer (“COO”) informed Redcon1 that the collagen supplier used in MRE Lite product bench samples was unavailable, requiring a substitute.

27. Redcon1 representatives approved the change and directed NV Labs to find a substitute supplier and continue manufacturing MRE Lite products as expeditiously as possible.

28. On or about September 17, 2025, Redcon1 representatives including Redcon1

President Eric Hart taste-tested and approved MRE Lite product samples containing the substituted collagen during a tasting panel at NV Labs.

29. NV Labs delivered the Delivered Products to Redcon1 in over 160 shipments (the “Shipments”) between August and December of 2025.

30. Each Shipment was accompanied by an NV Labs Invoice (each, an “Invoice”), which stated the shipment date, the corresponding purchase and sale order numbers, and the product type, quantity, and agreed unit price for each product included in the Shipment.

31. Since most Shipments were delivered by truck from NV Labs (in Coral Gables) to Redcon1 (in Boca Raton), the shipment date stated on each Invoice and the delivery date of the Delivered Products it contained were often the same.

32. On information and belief, Redcon1 evaluated each Shipment upon receipt. Redcon1 representatives regularly provided NV Labs with feedback about individual Shipments shortly after receiving them.

33. Redcon1 did not timely assert that any Delivered Products (or any of the “blender samples” NV Labs provided for each Lot) failed to conform to mutually agreed specifications.

34. However, on several occasions, promptly after receiving a particular Shipment, Redcon1 complained about an aspect of its organoleptic profile. NV Labs generally responded to such complaints by offering and performing courtesy reworks of the products at issue and delivering them back to Redcon1.

35. On information and belief, Redcon1 has sold virtually all of the Delivered Product, with the limited exception of certain returned Delivered Products (described below).

36. The purchase order numbers, number of shipments, invoiced amounts and balances owed for each Final Order are summarized in Table II below.

TABLE II

PO No.	Number of Shipments	Total Amount Invoiced	Balance Owed
925	3	\$197,150.00	\$196,680.00
926	5	\$155,929.00	\$27,617.66
927	32	\$1,152,353.20	\$1,151,383.20
936	15	\$444,597.92	\$17,925.36
967	10	\$147,777.60	\$123,297.60
969	13	\$522,069.00	\$522,069.00
970	6	\$297,121.80	\$297,121.80
971	7	\$209,330.00	\$209,100.00
974	21	\$367,224.00	\$141,037.60
978	7	\$205,783.00	\$0.00
979	5	\$153,780.00	\$153,780.00
1035	2	\$45,128.40	\$0.00
1048	3	\$48,225.60	\$2,694.96
1058	28	\$579,336.00	\$413,050.20
1070	3	\$53,196.00	\$0.00
1075	3	\$31,579.20	\$0.00
TOTAL	163	\$4,610,580.72	\$3,255,757.38

37. Redcon1 accepted all of the Delivered Product and did not reject any within a reasonable time under Fla. St. § 672.602. Likewise, Redcon1 failed to effectively revoke acceptance under Fla. St. § 672.608, notwithstanding its subsequent bad faith effort to do so (described below).

38. Therefore, Redcon1 was contractually obligated to pay NV Labs the full amount stated on each invoice, or about \$4.6 million, in return for the Delivered Product.

C. Redcon1 Refuses to Pay for Most of the Delivered Products

39. Redcon1 remitted payments in the total amount of about \$1.3 million for the Delivered Products and then, in December 2025, refused in bad faith to make any further payments, leaving an unpaid and overdue balance of over \$3.2 million.

40. On December 4, 2025, Redcon1 CEO Aaron Singerman sent an email to an NV Labs sales representative asserting that Redcon1 would not “approve or pay for” any MRE Lite

products manufactured prior to October 17, 2025. Mr. Singerman claimed for the first time that those products—which had been delivered beginning in early September—were “unsaleable.”

41. On information and belief, Redcon1 had sold or was then actively selling those same products.

42. On December 9, 2025, NV Labs’ COO attended a “tasting panel” at Redcon1 (the “December 9 Meeting”).

43. At the December 9 Meeting, the parties jointly tasted samples of MRE Lite products manufactured prior to October 17 (*i.e.*, the category of products about which Mr. Singerman complained in his December 4 email).

44. Every sample Redcon1 presented at the December 9 Meeting conformed to all mutually agreed product specifications. However, NV Labs’ COO observed an aftertaste in several samples due, as he explained, to the substitute collagen source used for those Lots with Redcon1’s approval and at its direction.

45. NV Labs’ COO offered in good faith to rework all pre-October 17 MRE Lite products that remained in Redcon1’s possession, consistent with NV Labs’ past practice of offering courtesy reworks to adjust specific organoleptic properties of fully conforming Delivered Products at Redcon1’s request.

46. NV Labs requested three things from Redcon1, each of which was needed to plan and execute the proposed rework: (1) inventory information (*i.e.*, the types and quantities of pre-October 17 MRE Lite products remaining in Redcon1’s possession); (ii) the customer complaints Redcon1 claimed to have received about products from those Lots, and (iii) the products themselves.

47. Redcon1 never complied. Instead, Mr. Singerman expressly declined to provide

NV Labs with any “complaint files or detailed breakdowns” or with any “broader inventory data” about the purportedly “unsaleable” products for which Redcon1 refused to pay.

48. In December 2025, Redcon1 made available and NV Labs retrieved about 4,500 units of one Lot of pre-October 17 MRE Lite products: “Oatmeal Chocolate Chip,” Lot No. 640925 (the “Returned OCC”).⁶

49. Redcon1 returned no other units from any Lot of pre-October 17 MRE Lite Products. Mr. Singerman later expressly confirmed that Redcon1 refused to do so.

50. Due to Redcon1’s bad faith refusal to provide the necessary information, or to return the majority of the pre-October 17 MRE Lite products for which Redcon1 refused to pay, NV Labs did not rework the Returned OCC.

51. In or about January 2026, Redcon1 also returned about 16,000 units from two post-October 17 Lots of MRE Lite products (the “Other Returned Products”). The Other Returned Products were fully conforming in every respect. NV Labs did not rework the Other Returned Products because their organoleptic profiles did not require any adjustment, as implicitly confirmed by Mr. Singerman’s December 4 email, which praised post-October 17 Lots of MRE Lite products.

52. By then, Redcon1 had failed or refused to pay for any of the Delivered Products.

53. When NV Labs demanded payment of the outstanding balance owed for Delivered Products, Redcon1 responded by threatening it with frivolous litigation over supposed nonconformities in the Delivered Products which did not exist and unfilled purchase orders which were not binding.

⁶ The Returned OCC had been delivered to Redcon1 on September 30, 2025 (Invoice Nos. 43712 and 43713) and on October 13, 2025 (Invoice Nos. 43834 and 43836)

54. The subject line of Redcon1's counsel's transmittal email read, in relevant part: "Tejas Chokshi // Redcon1, LLC v. Natural Vitamins Laboratory, LLC," indicating the possible involvement of NV Labs' recently departed co-founders in Redcon1's threatened lawsuit.

55. Redcon1 has refused requests to provide NV Labs with a copy of its recording of the December 9 Meeting, despite repeatedly invoking that recording to threaten NV Labs.

FIRST CAUSE OF ACTION

Breach of Contract –Final Orders

56. Plaintiff incorporates all prior paragraphs by reference.

57. Each Final Order constitutes a valid and binding contract for the sale of goods under Fla. Stat. § 672.204.

58. NV Labs fully performed its obligations under the Final Orders by manufacturing and delivering the associated Delivered Products to Redcon1.

59. Redcon1 breached its obligations under the Final Orders by accepting, and failing to effectively reject or revoke acceptance of, the corresponding Delivered Products, but refusing and failing in bad faith to pay the outstanding balances owed on the associated Invoices.

60. As a direct and proximate result of Redcon1's breach, NV Labs has suffered damages in an amount to be proven at trial.

SECOND CAUSE OF ACTION

Action for the Price under Fla. Stat. § 672.709 – Final Orders

61. Plaintiff incorporates all prior paragraphs by reference.

62. At all times material hereto, NV Labs was a "seller" of goods and Redcon1 was a "buyer" of goods as defined under Florida's Uniform Commercial Code, Fla. Stat. § 672.103.

63. Each Final Order was a binding contract for sale entered into on or about the date that NV Labs began the associated production.

64. Redcon1 accepted the Delivered Products associated with each Final Order.

65. The agreed prices for the Delivered Products associated with each Final Order are set forth in the corresponding Invoices, which Redcon1 has failed to pay as each has become due.

66. Accordingly, NV Labs is entitled to recover the agreed prices for the Delivered Product associated with each Final Order, together with incidental damages.

THIRD CAUSE OF ACTION
Goods Sold and Delivered (*in the alternative*)

67. Plaintiff incorporates all prior paragraphs by reference.

68. NV Labs sold and delivered the Delivered Product to Redcon1 at its request.

69. Redcon1 accepted the Delivered Products and failed to effectively reject or revoke its acceptance of any Delivered Products.

70. Although the reasonable value of the Delivered Product is over \$4.6 million, NV Labs has remitted payments of about \$1.3 million and has refused and failed to pay the remaining unpaid and overdue balance of over \$3.2 million, despite due demand from NV Labs.

71. Accordingly, an amount no less than \$3.2 million, plus interest, remains due and owing from Redcon1 to NV Labs.

FOURTH CAUSE OF ACTION
Unjust Enrichment (*in the alternative*)

72. Plaintiff incorporates all prior paragraphs by reference.

73. Redcon1 knowingly received and retained benefits from NV Labs by accepting the Delivered Products and refusing to pay for them.

74. It would be inequitable for Redcon1 to retain those benefits because they were obtained by bad faith and wrongful refusal to pay for conforming products accepted by Redcon1.

75. Accordingly, equity requires restitution and/or disgorgement of all benefits Redcon1 obtained from NV Labs.

76. Accordingly, an amount no less than \$3.2 million, plus interest, remains due and

owing from Redcon1 to NV Labs.

FIFTH CAUSE OF ACTION

Declaratory Judgment – Acceptance of Delivered Products

77. Plaintiff incorporates all prior paragraphs by reference.

78. In this cause of action, Plaintiff seeks declaratory relief pursuant to Chapter 86 of the Florida Statutes and Florida Rule of Civil Procedure 1.040.

79. In a January 20 demand letter to NVL Labs, Redcon1 falsely asserted that unspecified Delivered Products were “nonconforming” and that Redcon1 had rejected or revoked its acceptance of those products.

80. However, as set forth herein, the Delivered Products conformed with all mutually agreed specifications, and Redcon1 failed to effectively reject or revoke its acceptance with respect to any Delivered Products (including but not limited to the Returned OCC and the Other Return Products).

81. An actual and present controversy exists between the parties as to whether Redcon1 accepted the Delivered Products and whether it effectively rejected or revoked its acceptance with respect to any Delivered Products, as it now claims.

82. A judicial declaration is necessary and appropriate to resolve this controversy and to establish the parties’ respective rights and obligations.

83. Accordingly, NV Labs is entitled to judicial declarations that Redcon1 accepted all of the Delivered Products, that Redcon1 did not give timely or effective notice of rejection or revocation of acceptance with respect to any Delivered Products, and that Redcon1 is obligated to pay NV Labs the agreed prices for the Delivered Products.

SIXTH CAUSE OF ACTION

Declaratory Judgment – Purchase Orders

84. Plaintiff incorporates all prior paragraphs by reference.

85. In this cause of action, Plaintiff seeks declaratory relief pursuant to Chapter 86 of the Florida Statutes and Florida Rule of Civil Procedure 1.040.

86. During the parties' business relationship, Defendant Redcon1 submitted various purchase orders to NV Labs, including but not limited to those associated with the Final Orders.

87. In its January 20 demand letter to NVL Labs, Redcon1 also stated its intention to assert breach-of-contract claims related to unspecified unfilled purchase orders.

88. However, as set forth herein, the Final Orders were the only binding agreements entered into by the parties during their brief relationship.

89. An actual and present controversy exists between the parties as to what constituted a binding agreement between them.

90. A judicial declaration is necessary and appropriate to resolve this controversy and to establish the parties' respective rights and obligations.

91. Accordingly, NV Labs is entitled to judicial declarations that purchase orders submitted by Redcon1 did not impose obligations binding on NV Labs and that the Final Orders are the only contracts entered into by the parties.

SEVENTH CAUSE OF ACTION

Declaratory Judgment – Implied Warranty of Merchantability

92. Plaintiff incorporates all prior paragraphs by reference.

93. In this cause of action, Plaintiff seeks declaratory relief pursuant to Chapter 86 of the Florida Statutes and Florida Rule of Civil Procedure 1.040.

94. In its January 20 demand letter to NVL Labs, Redcon1 also asserted that unspecified Delivered Products breached the implied warranty of merchantability. This is false.

95. An actual and present controversy exists between the parties as to whether the Delivered Products were merchantable.

96. A judicial declaration is necessary and appropriate to resolve this controversy and to establish the parties' respective rights and obligations.

97. Accordingly, NV Labs is entitled to judicial declarations that the Delivered Products were merchantable and that NV Labs is not in breach of any implied warranty with respect to the Delivered Products.

EIGHTH CAUSE OF ACTION

Declaratory Judgment – Express Warranties

98. Plaintiff incorporates all prior paragraphs by reference.

99. In this cause of action, Plaintiff seeks declaratory relief pursuant to Chapter 86 of the Florida Statutes and Florida Rule of Civil Procedure 1.040.

100. In its January 20 demand letter to NV Labs, Redcon1 also falsely asserted that Delivered Products had breached express warranties made by NV Labs. This too is false.

101. An actual and present controversy thus exists regarding whether Plaintiff made, and whether Delivered Products breached, any express warranties.

102. A judicial declaration is necessary and appropriate to resolve this controversy and to establish the parties' respective rights and obligations.

103. Accordingly, NV Labs is entitled to judicial declarations that any express warranties regarding the Delivered Products, if any, are limited to those expressly agreed between the parties with respect to each Final Order and that the Delivered Products conformed to all applicable express warranties, if any.

PRAYER FOR RELIEF

WHEREFORE, NV Labs respectfully requests that the Court enter judgment in its favor and against Redcon1 and award the following relief:

- a. Damages in an amount to be proven at trial, including all amounts due for unpaid Final Orders, together with all incidental and consequential damages;

- b. Declaratory judgments that:
- i. RedconI accepted all of the Delivered Product and is thus obligated to pay NV Labs the agreed prices for the Delivered Product;
 - ii. the Final Orders are the only binding agreements entered into by the parties;
 - iii. the Delivered Products conformed with the implied warranty of merchantability and with all applicable express warranties, if any, with respect to NV Labs' obligations;
- c. An award of attorneys' fees and costs as permitted by law;
- d. Pre- and post-judgment interest as permitted by law, including pre-judgment interest accruing from the date each unpaid Invoice became due;
- e. Such other and further relief as this Court deems just and proper.

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