

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE**

U CAN DO HARD THINGS ET AL,

Plaintiffs,

v.

MAXWELL GELLERT ET AL,

Defendant.

Case No. 2416-CV28960-01

Division 17

FILED

DIVISION 17

17-Jun-2026 15:56

CIRCUIT COURT OF JACKSON COUNTY, MO
BY Andrew M. Higgins DCA

JUDGMENT

Judgment is entered for the parties as set forth here:

INTRODUCTION

On December 12, 2025, the Parties filed their joint proposed trial plan which severed the Plaintiffs into four separate groups for trial. MJS Fitness & Wellness, LLC, Janine Swift and Michael Swift (the "MJS Plaintiffs") were the first group of Plaintiffs set for trial.

The MJS Plaintiffs proceeded to trial on March 2, 2026. A verdict was reached on March 6, 2026. On April 30, 2026, Defendant Regent Bank filed a motion to sever this portion of the case into a new sub-case number for entry of a final judgment. A new subcase was created on May 11, 2026. This Judgment is entered on June 17, 2026.

JURY VERDICT

This case proceeded to trial on March 2, 2026. The parties appeared in person or through their representatives and through Counsel. In addition to Plaintiffs' claims,

Defendants Gellert, Regent Bank, and Blush Boot Camp Franchising Systems brought their own affirmative claims against Plaintiffs for the jury's consideration.¹

The Court summoned a venire panel of 57 persons. M.A.I 2.01 was read to the jury. The parties conducted voir dire. The Court entertained strikes for hardship, cause, and peremptory challenges. Thereafter, the parties stipulated that the results of 12 jurors and three alternates conformed to the strikes previously entered by the court and the jury was duly sworn.

On March 3, 2026, the court read MAI 2.01 to the jury and the parties presented opening statements. Plaintiffs began presentation of their evidence in their case-in-chief. On March 4th and 5th, 2026, Plaintiffs continued to present their evidence. Resting their case in chief on March 5, 2026. Defendant Regent Bank presented its motion for directed verdict at the close of Plaintiffs' evidence, which the Court overruled. Defendant Max Gellert presented his motion for directed verdict at the close of Plaintiffs' evidence, which the court overruled.

Later on March 5, 2026, Defendant BLUSH Boot Camp Franchising Systems, LLC presented evidence on its affirmative claim of breach of contract. BLUSH Boot Camp Franchising Systems, LLC rested its case in chief on March 5, 2026.

Defendant Regent Bank rested its case on March 5, 2026.

At the close of all evidence, Defendant Regent Bank moved for directed verdict on Plaintiffs' claim against it for negligent misrepresentation or omission and the Court overruled the motion. Defendant Gellert moved for directed verdict on the claim of fraud

¹ As to the style or title of the parties, i.e. "Counterclaim Plaintiff or Counterclaim Defendant," for clarity, the Court uses the name submitted to the jury in the verdict forms attached as exhibits.

against him and the Court overruled the motion. Counterclaim Plaintiff BLUSH Boot Camp Franchising Systems, LLC moved for a directed verdict on its claim of breach of contract against Plaintiffs and the court overruled the motion. Plaintiffs moved for directed verdict on BLUSH Boot Camp Franchising Systems, LLC's Lanham Act claims against them, which the Court granted.

On March 5, 2026, the Court and counsel held an informal jury instruction conference off the record.

On March 6, 2026, the Court reconvened. A formal jury instruction conference was held on the record with the instructions, objections, proposals, and rejections of certain instructions being memorialized and made a part of the Court's record. Following this conference, the Court read instructions to the jury. The parties argued their cases to the jury.

Upon conclusion of arguments, the alternate jurors were excused from service and the jury commenced deliberations. Later the jury concluded its deliberations and delivered its verdict as follows:

Verdict A

The jury found Plaintiffs to be 70% at fault and Defendant Regent Bank to be 30% at fault on the claim of negligent misrepresentation and found the damages to be \$0. The verdict was signed by 9 of 12 jurors.

Verdict B

The jury found for Defendant Gellert on Plaintiffs' claim of fraud against him. The verdict was signed by 11 of 12 jurors.

Verdict C

The jury found for Counterclaim Plaintiff Blush Bootcamp Franchising Systems, LLC on its breach of contract claims against Plaintiff Janine Swift and awarded damages of \$103,342.53. The verdict was signed by 10 of 12 jurors.

Verdict D

The jury found for Defendant Regent Bank on its claim against Plaintiff MJS Fitness & Wellness, LLC on its breach of the promissory note and awarded damages in the amount of \$409,500. The verdict was signed by 11 of 12 jurors.

Verdict E

The jury found for Defendant Regent Bank on its claim against Plaintiffs Michael Swift and Janine Swift on their guaranties and awarded damages of \$0. The verdict was signed by 12 of 12 jurors.

Verdict F

The jury found for Defendant Regent Bank on its claims against Plaintiff MJS Fitness & Wellness, LLC on its breach of the security agreement and found that Plaintiff MJS Fitness & Wellness was to deliver possession of the collateral reflected as equipment, fixtures, inventory, accounts, instruments, chattel paper, and general intangibles to Defendant Regent Bank.

The Court determined that Verdicts A and E were inconsistent verdicts. As to Verdict A, the Court instructed the jury that if it finds negligence, it must determine damages. The Court instructed similarly for Verdict E. The jury was ordered to return to the jury room and continue deliberations.

The jury returned with the following verdicts:

Verdict A

The jury found Plaintiffs to be 70% at fault and Defendant Regent Bank to be 30% at fault on the claim of negligent misrepresentation and found the damages to be \$122,850.00. The verdict was signed by 9 of 12 jurors.

Verdict E

The jury found for Defendant Regent Bank on its claim against Plaintiffs Michael Swift and Janine Swift on their guaranties and awarded damages of \$409,500.00. The verdict was signed by 10 of 12 jurors.

After the verdicts were returned and read aloud, the jury was polled by the Plaintiffs regarding verdict form A. There were no further requests for polling from the parties. After accepting the verdicts, the Court discharged the Jury with its thanks.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that judgment is entered as follows:

On Plaintiffs' claim against Defendant Regent Bank, after reducing for comparative fault, Plaintiffs' recover judgment in the amount of \$36,855.00;

On Plaintiffs' claims against Defendant Max Gellert, judgment is entered in favor of Defendant Gellert and Plaintiffs take nothing;

On Defendant Blush Boot Camp Franchising Systems, LLC's claim against Plaintiffs MJS Fitness & Wellness, LLC and Janine Swift for breach of contract, judgment is entered in favor of Defendant Blush Boot Camp Franchising Systems, LLC and against Plaintiffs MJS Fitness & Wellness, LLC and Janine Swift in the amount of \$103,342.53;

On Defendant Regent Bank's claim for breach of its promissory note, judgment is entered in favor of Defendant Regent Bank in the amount of \$409,500.00 against Plaintiff MJS Fitness & Wellness, LLC;

On Defendant Regent Bank's claim for breach of guaranty against Plaintiffs Michael Swift and Janine Swift, judgment is entered in favor of Defendant Regent Bank and against Plaintiffs Michael Swift and Janine Swift in the amount of \$409,500.00;

On Defendant Regent Bank's claim on its security agreement against Plaintiff MJS Fitness & Wellness, LLC, the Court enters judgment in favor Defendant Regent Bank and against Plaintiff MJS Fitness & Wellness, LLC, and that Defendant Regent Bank's security interests in the collateral identified in the security agreement are foreclosed and the Court orders that Plaintiff MJS Fitness & Wellness shall deliver possession of the collateral reflected as equipment, fixtures, inventory, accounts, instruments, chattel paper, and general intangibles to Defendant Regent Bank or its designee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants Regent Bank and Max Gellert's costs are assessed against Plaintiffs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the judgment on Verdict A shall bear a per annum interest rate equal to 8.75% until final satisfaction is made.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the judgment on Verdicts C, D, E shall bear a per annum interest rate equal to 9% until final satisfaction is made.

IT IS SO ORDERED, ADJUDGED AND DECREED.

June 17, 2026

Date

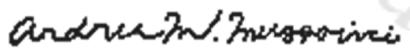

HONORABLE CORY L. ATKINS

Certificate of Service

This is to certify that a copy of the foregoing was hand delivered/faxed/emailed/mailed and/or sent through the eFiling system to the following on the 17th day of June 2026.

Attorneys for Plaintiffs

Attorneys for Defendants



Judicial Administrative Assistant/Law Clerk