

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND**

T G PLASTICS TRADING CO. INC., d/b/a)	
NATIONAL PLASTICS TRADING CO.,)	
Plaintiff,)	
)	
v.)	C.A. No. 09-336-M
)	
TORAY PLASTICS (AMERICA), INC.,)	
Defendant.)	
)	

ORDER

Plaintiff T G Plastics has filed two motions concerning prejudgment interest. The first motion is brought pursuant to Fed. R. Civ. P. Rule 59(e) and is a “Motion to Amend Judgment to Add Prejudgment Interest.” (ECF No. 248.) The second motion is a provisional motion (depending on how the Court rules on the first motion), captioned a “Motion to Compel Defendant to Produce Data that the Court May Use to Calculate Prejudgment Interest.” (ECF No. 249.) Defendant Toray Plastics objects to both motions. (ECF Nos. 252 and 251.)

Pursuant to R.I. Gen. Laws § 9-21-10, Plaintiff is entitled to prejudgment interest “at the rate of twelve percent (12%) per anum therein from the date the cause of action accrued.” This statute aims to promote early settlement and to compensate the prevailing party. *Martin v. Lumbermen’s Mut. Cas. Co.*, 559 A.2d 1028, 1031 (R.I. 1989). A party is generally entitled to prejudgment interest for a breach of contract claim. *Buckley v. Brown Plastics Machinery, LLC*, 368 F. Supp. 2d 167, 170 (D.R.I. 2005). The jury found that Defendant breached its contract with Plaintiff and awarded Plaintiff damages. The Court finds nothing in the history of this long litigation or its results that would support the rejection of the general rule. To do otherwise would undermine the policy goals of the statute. Plaintiff is entitled to prejudgment interest.

The question then becomes when the cause of action accrued. The parties entered into a stipulation at trial, anticipating that further information might be required from Toray if a prejudgment interest calculation needed to be made. (ECF No. 233 at ¶ 7) (“the parties will attempt to reach an agreement on the proper calculation of interest. If the parties are unable to reach an agreement on that issue, then the Court may accept post-trial evidence it deems necessary to calculate interest and make that determination.”) In order to determine the amount of prejudgment interest, Plaintiff requested that Defendant provide it with “the amount of film that was 13 months or older that the Defendant sold each month from November 2007 - August 2012.” (ECF No. 248-2 at 2.) Defendant would not provide the information unless the Court determined that Plaintiff needed it. (*Id.* at 3.)

The Court finds that, because this case involved a series of breaches over time, the information requested is necessary to determine when the cause of action accrued and Defendant is required to provide that information. Defendant may either accept the accrual date of November 1, 2007 and the total interest calculation of \$1,506,567 (*see* ECF No. 248 at 8) or produce information concerning the amount of film that was thirteen months or older that Defendant sold each month from November 2007 until August 2012. This will allow the parties to present the Court with their position on the appropriate amount of prejudgment interest. Defendant will produce such information no later than March 24, 2014 and the parties will submit their calculation of the prejudgment interest to the court no later than March 31, 2014. If Defendant does not timely produce the required information, then the Court will determine that prejudgment interest is \$1,506,567 and will amend the judgment to so reflect.

Plaintiff's Motion to Amend the Judgment (ECF No. 248) is GRANTED, with the limitation that the amount of prejudgment interest is yet to be determined. Plaintiff's Motion to Compel (ECF No. 249) is GRANTED.

IT IS SO ORDERED.

A handwritten signature in black ink, reading "John J. McConnell, Jr." with a stylized flourish at the end.

John J. McConnell, Jr.
United States District Judge

March 3, 2014