

On August 30, 2019, the Jury returned its verdict regarding Defendants' remaining counterclaims for breach of contract and fraud, Defendants' request for attorneys' fees, and Defendants' theory of alter ego, which the Court received and accepted. Specifically, the Jury found Plaintiff liable on all of the remaining counterclaims of Defendants. The Jury further found that Third Party Defendant James Bengé is the alter ego of Plaintiff Bengé General Contracting, LLC.

In accordance with the Jury's findings, Defendants are entitled to a resulting award in the principal amount of (a) \$79,361.04 in connection with Defendants' counterclaim for breach of contract, and (b) \$50,000 in connection with Defendants' counterclaim for fraud, for a total principal amount of \$129,361.04 in favor of Defendants against Plaintiff and Third-Party Defendant, which accrues pre-judgment interest beginning on May 20, 2016 at a rate of five and 1/4 percent (5.25%) per annum, as provided by the Texas Finance Code and applicable Texas common law. Defendants are further entitled to an award of all taxable Costs of Court and reasonable and necessary attorney's fees against Plaintiff and Third-Party Defendant. Finally, Defendants are entitled to post-judgment interest on all outstanding amounts at the rate of five and 1/4 percent (5.25%) per annum, compounded annually, from the date of Final Judgment until paid in full.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that Defendants Hertz Electric, LLC and HTJ Global Electric, LLC have final judgment against Plaintiff Bengé General Contracting, LLC and Third-Party Defendant James Bengé in the principal amount of \$129,361.04, plus pre-judgment interest beginning on May 20, 2016 at a rate of five and 1/4 percent (5.25%) per annum, as provided by the Texas Finance Code Section 302.002, and post-judgment interest at the rate of five and 1/4 percent (5.25%) per annum, compounded annually,

from the date of judgment until paid in full.

Defendants are also awarded attorneys' fees in the amount of \$111,981.25 for representation through trial and the completion of proceedings in the trial court. Defendants are further awarded conditional attorneys' fees in the amount of \$50,000 for representation through a successful appeal to the court of appeals; and \$25,000 for successful representation at the petition for review stage in the Supreme Court of Texas through oral argument and the completion of proceedings in the Supreme Court of Texas.

Defendants are further awarded all taxable Costs of Court against Plaintiff Benge General Contracting, LLC and Third-Party Defendant James Benge.

Defendants are further awarded post-judgment interest at a rate of five and 1/4 (5.25%) percent per annum on all amounts outstanding under this Final Judgment until paid in full.

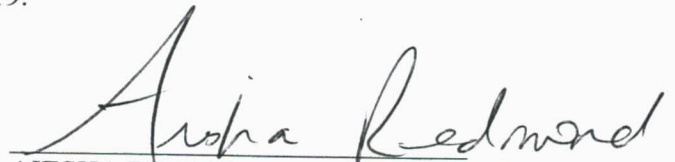
Plaintiff Benge General Contracting, LLC is awarded a take nothing judgment against Plaintiffs.

All relief not awarded expressly by this Final Judgment is hereby denied.

This Final Judgment is final, disposes of all claims and all parties, and is appealable.

The Dallas District Clerk is authorized to issue all abstracts, writs and other process as are necessary to enforce this Final Judgment.

ENTERED this 17th day of ~~September~~ ^{October}, 2019.


AIESHA REDMOND, PRESIDING JUDGE
160th Judicial District Court.