CAUSE NO. DC-16-03630

BENGE GENERAL CONTRACTING, LLC,	& & & & & & & & & & & & & & & & & & &	IN THE DISTRICT COURT
Plaintiff,	§ §	
Tuming,	§	
V.	§	160 th JUDICIAL DISTRICT
	§	
HERTZ ELECTRIC, LLC and HTJ	§	
GLOBAL ELECTRIC, LLC,	§	
	§	
	§	
Defendants,	§	DALLAS COUNTY, TEXAS
	§	
	§	
V.	§	
	§	
JAMES BENGE, individually,	§	
•	§	
	§	
Third-Party Defendant.	§	
50 See See See See 5, 22 Sy Continue	3	

FINAL JUDGMENT

On August 26, 2019, a Jury was duly accepted, impaneled, and sworn, and trial commenced. Plaintiff Benge General Contracting, LLC ("Plaintiff"), Defendants Hertz Electric, LLC and HTJ Global Electric, LLC ("Defendants"), and Third-Party Defendant James Benge ("Third-Party Defendant") appeared personally or through their representatives, and also through their attorneys, and announced ready for trial.

On August 28, 2019, upon Motion by Defendants, the Court granted a directed verdict against Plaintiff on its claims against Defendants for breach of contract and attorneys' fees. On August 29, 2019, upon Motion by Plaintiff, the Court granted a directed verdict against Defendants on their counterclaim against Plaintiff and Third-Party Defendant for business disparagement.

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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 Benge is the alter ego of Plaintiff Benge 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 Benge General Contracting, LLC and Third-Party Defendant James Benge 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,

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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 October, 2019.

AIESHA REDMOND, PRESIDING JUDGE

160th Judicial District Court.