

PHILIP FERREIRA dba	§	IN THE DISTRICT COURT
CARS.NET	§	
	§	
VS.	§	348 <sup>TH</sup> JUDICIAL DISTRICT
	§	
S.M.A. ALLIANCE, INC., ANTHONY	§	
BAKER, AND TIMOTHY STEPHENS	§	TARRANT COUNTY, TEXAS

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**JUDGMENT**

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On the 24<sup>th</sup> of March 2016, the Court heard Plaintiff's Motion for Summary Judgment Against Defendant S.M.A. Alliance, Inc. and Plaintiff's No-Evidence Motion for Summary Judgment Against Defendant S.M.A. Alliance, Inc. filed herein. The Court, after considering the motion, responses, if any, and argument of counsel, if any, is of the opinion that Plaintiff's Motion for Summary Judgment Against Defendant S.M.A. Alliance, Inc. and Plaintiff's No-Evidence Motion for Summary Judgment Against Defendant S.M.A. Alliance, Inc. should both be **GRANTED** in their entirety.

**IT IS THEREFORE ORDERED** that Plaintiff's Motion for Summary Judgment Against Defendant S.M.A. Alliance, Inc. and Plaintiff's No-Evidence Motion for Summary Judgment Against Defendant S.M.A. Alliance, Inc. are, in all things, **GRANTED**.

The Court hereby Finds that Defendant S.M.A. Alliance, Inc. breached the PURCHASE AND SALE OF BUSINESS AGREEMENT. The Court hereby finds that Plaintiff Philip Ferreira d/b/a Cars.Net complied with all terms of the PURCHASE AND SALE OF BUSINESS AGREEMENT. The Court finds that because of Defendant S.M.A. Alliance, Inc.'s breach of contract, Plaintiff Philip Ferreira is entitled to a Judgment against Defendant S.M.A. Alliance,

Inc. in the amount of \$942,083.33 (Nine Hundred Forty-Two Thousand Eighty-Three Dollars and Thirty-Three Cents).

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** by the Court that Plaintiff have and recover from Defendant S.M.A. Alliance, Inc. judgment in the amount of \$942,083.33 (Nine Hundred Forty-Two Thousand Eighty-Three Dollars and Thirty-Three Cents) which is comprised of the damages found by the Court on behalf of the Plaintiffs as set forth in Plaintiff's Motion for Summary Judgment filed and heard by this Court.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiff Philip Ferreira have and recover pre-judgment interest at the rate of 5% from Defendant S.M.A. Alliance, Inc. in the amount of \$143,245.50 (One Hundred Forty-Three Thousand Two Hundred Forty-Five Dollars and Fifty Cents) which is calculated at \$129.05 per day for 1,110 days from day suit was filed (March 8, 2013) through the day preceding the signing of this judgment (March 23, 2016).

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiff Philip Ferreira have and recover post-judgment interest at the rate of 5% compounded annually from Defendant Defendant S.M.A. Alliance, Inc. from the date this judgment is signed until the date this judgment is fully satisfied.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiff Philip Ferreira shall have such writs and processes as necessary to enforce this Judgment, including writ of execution which shall levy if not promptly paid.

SIGNED this 24<sup>th</sup> day of March, 2016. 

  
JUDGE PRESIDING