CLEAR US DISTRICT COURT NORTHERN DIST. OF TX

# IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF TEXAS 2012 AUG 13 PM 4: 10 LUBBOCK DIVISION

C&G LAND

Plaintiff,

V.

SCIVIL ACTION NO 5:12-cv-00134-C

FARMLAND MANAGEMENT

SERVICES,

Defendant

SERVICES,

SERVICE

# DEFAULT JUDGEMENT IN STATE COURT 99<sup>TH</sup> JUDICIAL DISTRICT COURT CASE NO 2012-502,932 LUBBOCK COUNTY TEXAS

Attached hereto marked Exhibit A is a default judgement entered in the 99<sup>th</sup> Judicial District Court prior to defendant, Farmland Management Services, filing of the Removal of this dispute to Federal Court.

Please file this document in the above referenced case.

Respectfully submitted,

The Condra Law Firm

Merinda K. Condra

Attorney at Law

State Bar No. 00796387

PO Box 2468

Lubbock TX 79408

806-741-1859 office

806-741-0142 fax

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served on the following counsel of record in accordance with Rule 21a of the Texas Rules of Civil Procedure on August 6, 2012

Thomas M. Spitaletto Wilson, Elser, Moskowitz, Edelman, and Dicker LLP 901 Main St, Suite 4800 Dallas TX 75270-3758

Attorney for Defendant, Farmland Management Services

Merinda K. Condra

NO. 2012-502,932 IN THE DISTRICT COURT 99TH JUDICIAL DISTRICT

OF LUBBOCK COUNTY, TEXA

G & C LAND Plaintiff,

V.

FARMLAND MANAGEMENT **SERVICES** Defendant.

# **DEFAULT JUDGMENT**

The hearing on this cause was held after 10:00am on August 6, 2012. Plaintiff, G & C Land, appeared and Defendant, Farmland Management Services, although duly cited to appear by filing an answer herein, failed to file an answer within the time allowed by law.

- 1. On the claim of violations of the Deceptive Practices Act, the court finds in favor of Plaintiff, G & C Land, and against Defendant, Farmland Management Services;
- 2. On the claim of Common Law Fraud, the court finds in favor of Plaintiff, G&C Land, and against Defendant, Farmland Management Services;
- 3. On the claim of Negligent Misrepresentation, the court finds in favor of Plaintiff, G&C Land and against Defendant, Farmland Management Services;
- 4. On the claim of Breach of Warranties, the court finds in favor of Plaintiff, G&C Land and against Defendant, Farmland Management Services;
- 5. On the claim of violation of Business Opportunity Act (Texas Business & Commerce Code, Section 51.302), the court finds in favor of Plaintiff, G&C Land and against Defendant, Farmland Management Services.

#### **DAMAGES**

- 6. The court finds that the plaintiff sustained the following economic and actual damages as a result of the actions and/or omissions of Defendant described hereinabove:
  - (a) Out-of-pocket expenses, including but not limited to increased fuel costs.
  - (b) Loss of use.

- (c) Lost profits.
- in the amount of \$1,029,000.00 (One Million Two Hundred Twenty-Nine Thousand Dollars and No/100 Dollars).
- 7. The court further finds that the false, misleading and deceptive acts, practices and/or omissions described hereinabove were committed "knowingly," as provided by Section 17.45(9) of the Texas Business and Commerce Code, in that Defendant had actual awareness of the falsity, deception, or unfairness of such acts, practices, and/or omissions.
- 8. The court further finds that as a result of such acts, practices and/or omissions, Plaintiff sustained a high degree of mental pain and distress of such nature, duration and severity that would permit the recovery of damages for mental anguish pursuant to Section 17.50(b) of the Texas Business and Commerce Code.
- 9. The court finds also that the false, misleading and deceptive acts, practices and/or omissions complained of herein were committed "knowingly" in that Defendant had actual awareness of the falsity, deception, or unfairness of such acts, practices, and/or omissions.
- 10. The court finds that such acts, practices, and/or omissions were committed "intentionally" in that Defendant specifically intended that Plaintiff act in detrimental reliance on the falsity or deception or in detrimental ignorance of the unfairness.
- 11. Therefore the Court holds that Plaintiff is entitled to recover multiple damages of three times the damages listed herein above as provided by 17.50(b)(1) of the Texas Business and Commerce Code.
- 12. All damages awarded herein bear interest at the statutory rate fro the date this judgment is signed until paid.

## ATTORNEY'S FEES

12. Plaintiff, G & C Land, is entitled to the sum of \$5,000 (Five Thousand and No/100 Dollars), as attorney's fees, to bear interest at the statutory rate from the date this

judgment is signed until paid.

13. Costs are hereby taxed against Defendant.

**IT IS ORDERED** that Plaintiff, G & C Land, is entitled to enforce this judgment through abstract, execution and any other process necessary.

SIGNED on Aug. 6+4, 2012.

/s/ Les Hatch

JUDGE PRESIDING

Rule 330