

# Exhibit B

Unofficial Copy Office of Marilyn Burgess District Clerk

**AMERICAN ARBITRATION ASSOCIATION  
COMMERCIAL TRIBUNAL IN THE ARBITRATION OF**

**CAROLINE ALLISON AND  
RICHARD ALLISON, JR.,  
("CLIENTS")**

**Claimants / Counter-Respondents**

**VS.**

**CASE NO. 03-22-0002-4507**

**BORUNDA, P.C., JORGE BORUNDA,  
NICHOLAS ABAZA, LAW OFFICES OF  
NICHOLAS ABAZA, P.C., MICHAEL  
TREVINO AND LAW OFFICE OF  
MICHAEL A. TREVINO, P.L.L.C.  
("LAWYERS")**

**Respondents / Counter-Claimants**

**FINAL AWARD**

I, Hon. Anne Ashby, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into by the above-named parties, and having been duly sworn, and having duly heard the proofs and allegations of the Parties, and having previously rendered an Interim Award dated April 29, 2024, which is confirmed, adopted, and incorporated as if fully set forth herein, do hereby, AWARD, as follows:

Pursuant to the Affidavit of Joseph R. Little Regarding the Lawyers' Recoverable Attorneys' Fees and Costs, fees are awarded. The attorneys' fees and expenses sought by Borunda, P.C., Jorge Borunda, Nicholas Abaza, Law Offices of Nicholas Abaza, P.C., Michael Trevino and Law Office of Michael A. Trevino, P.L.L.C. ("Lawyers") are based on their counterclaim for breach of contract, promissory estoppel, quantum meruit, unjust enrichment and money had and received as well as on Caroline Allison and Richard Allison, Jr.'s ("Clients") claims, affirmative and other defenses are denied. Clients' claims and defenses factually overlap, arise out of the same transactions, and are so intertwined and inseparable as to make segregation impracticable and impossible. All of the legal services performed, and expenses incurred, in order for Lawyers to prevail on their counterclaim for breach of contract, promissory estoppel, quantum meruit, unjust enrichment and money had and received were necessary to defeat Clients' claims, affirmative and other defenses. The fees incurred are reasonable and necessary for this arbitration.

Fees awarded to the Lawyers are as follows:

- Reasonable and necessary attorneys' fees incurred in the lawsuit filed by Ms.

Allison on December 9, 2021, and in the arbitration proceedings are \$273,595.93. This amount includes recoverable fees of \$234,560.00 plus recoverable expenses in the amount of \$39,035.93.

- Expert witness fees and expenses that were produced at the request of arbitrator are \$102,418.00. This amount includes \$15,023.00 in recoverable fees and expenses relating to the expert reports of Karl Schwabauer, \$34,295.00 in recoverable fees and expenses relating to the expert reports of Dan Tostrud, \$53,100.00 in recoverable fees and expenses relating to the expert report of Keith Staubus.
- Incurred AAA administrative fees and arbitrator compensation in the amount of \$78,456.27.

The total value of these attorneys' fees and expenses that are recoverable is \$454,470.20. Clients shall be liable, jointly and severally, for these fees and expenses.

Recoverable pre-judgment interest (at 8.5% compounded annually beginning on April 13, 2021, and continuing to Thursday, June 20, 2024) on the \$1,416,915.68 award against Richard Allison, Jr. is **\$421,133.32**. Therefore, the award against Mr. Allison with accrued pre-judgment interest shall be **\$1,838,049.00**.

Recoverable pre-judgment interest at 8.5% compounded annually beginning on April 13, 2021, and continuing until June 20, 2024, on the **\$1,416,915.68** award against Richard Allison, Jr. is calculated as follows.

- $\$1,416,915.68 \times .085 = \$120,437.83$ . Thus, the amount of the award plus pre-judgment interest as of April 13, 2022, is \$1,537,353.51.
- $\$1,537,353.51 \times .085 = \$130,675.05$ . Thus, the amount of the award plus pre-judgment interest as of April 13, 2023, is \$1,668,028.56.
- $\$1,668,028.56 \times .085 = \$141,782.43$ . Thus, the amount of the award plus pre-judgment interest as of April 13, 2024, is \$1,809,810.99.
- $\$1,809,810.99 \times .085 = \$153,833.93 / 365 = \$421.4628$ . Thus, the amount of pre-judgment interest that accrues daily until April 13, 2025, is \$421.4628.
- Additional pre-judgment interest will be calculated as: Interest for 67 days from April 14, 2024, through June 20, 2024, will be 67 days times \$421.4628 = \$28,238.01.

Recoverable pre-judgment interest (at 8.5% compounded annually beginning on April 13, 2021, and continuing to Thursday, June 20, 2024) on the \$1,352,149.80 award against Caroline Allison is **\$401,883.72**. Therefore, the award against Ms. Allison with accrued pre-judgment interest shall be **\$1,754,033.52**.

Recoverable pre-judgment interest at 8.5% compounded annually beginning on April 13, 2021, and continuing until June 20, 2024, on the **\$1,352,149.80** award against Caroline Allison is calculated as follows.

- $\$1,352,149.80 \times .085 = \$114,932.73$ . Thus, the amount of the award plus pre-judgment interest as of April 13, 2022, is  $\$1,467,082.53$ .
- $\$1,467,082.53 \times .085 = \$124,702.02$ . Thus, the amount of the award plus pre-judgment interest as of April 13, 2023, is  $\$1,591,784.55$ .
- $\$1,591,784.55 \times .085 = \$135,301.69$ . Thus, the amount of the award plus pre-judgment interest as of April 13, 2024, is  $\$1,727,086.24$ .
- $\$1,727,086.24 \times .085 = \$146,802.33 / 365 = \$402.1982$ . Thus, the amount of pre-judgment interest that accrues daily until April 13, 2025, is  $\$402.1982$
- Additional pre-judgment interest will be calculated as: Interest for 54 days from April 14, 2024, through June 20, 2024, will be 67 days times  $\$402.1982 = \$26,947.28$ .

Therefore, I AWARD as follows:

Clients shall be liable, jointly and severally, to pay Lawyers the sum of **\$376,013.93** for attorneys' fees and expenses.

Mr. Allison shall pay to Lawyers the sum of **\$421,133.32** for pre-judgment interest. The award against Mr. Allison with accrued pre-judgment interest shall be **\$1,838,049.00**.

Ms. Allison shall pay to Lawyers the sum of **\$401,883.72** for pre-judgment interest. The award against Ms. Allison with accrued pre-judgment interest shall be **\$1,754,033.52**.

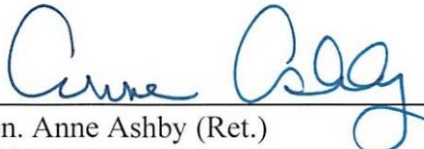
The administrative fees of the American Arbitration Association (AAA) totaling  $\$56,225.00$  shall be borne by Clients, jointly and severally, and the compensation of the arbitrator totaling  $\$133,318.81$  shall be borne by Clients, jointly and severally. Therefore, in addition to the other sums awarded above, Clients (jointly and severally) shall reimburse Lawyers the sum of  $\$78,456.27$ , representing that portion of said fees, compensation, and expenses in excess of the apportioned costs previously incurred by Lawyers.

The above sums are to be paid on or before 30 days from the date of this Award.

Clients shall be liable, jointly and severally, to pay Lawyers post-judgment interest at the rate of 8.5% per annum commencing 31 days from the date of this Award until paid in full.

This Award is in full settlement of all claims and counterclaims submitted to this Arbitration. All claims not expressly granted herein are, hereby, denied.

Signed this 20<sup>th</sup> day of June, 2024.

  
 Hon. Anne Ashby (Ret.)  
 Arbitrator