

Award and the confirmed Final Award are referred to collectively in this Final Judgment as “the Awards.”

It is ORDERED, ADJUDGED, and DECREED that, in conformity with the Awards:

1. Nicholas Abaza shall recover from Richard Allison, Jr. the amount of \$1,416,915.68 as damages for Mr. Allison’s breach of contract. Alternatively, Nicholas Abaza, Jorge Borunda, and Michael Trevino shall recover from Mr. Allison \$1,416,915.68 based on their claim(s) for promissory estoppel, quantum meruit, unjust enrichment, and/or money had and received.
2. Nicholas Abaza shall recover from Richard Allison, Jr. the amount of \$421,133.32 for pre-judgment interest. Alternatively, Nicholas Abaza, Jorge Borunda, and Michael Trevino shall recover from Mr. Allison the amount of \$421,133.32 for pre-judgment interest.
3. Nicholas Abaza, Borunda, P.C., and Michael Trevino shall recover from Caroline Allison the amount of \$1,352,149.80 as damages for Ms. Allison’s breach of contract. Alternatively, Nicholas Abaza, Jorge Borunda, and Michael Trevino shall recover from Ms. Allison \$1,352,149.80 based on their claim(s) for promissory estoppel, quantum meruit, unjust enrichment, and/or money had and received.
4. Nicholas Abaza, Borunda, P.C., and Michael Trevino shall recover from Caroline Allison the amount of \$401,883.72 for pre-judgment interest. Alternatively, Nicholas Abaza, Jorge Borunda, and Michael Trevino shall recover from Ms. Allison the amount of \$401,883.72 for pre-judgment interest.
5. Nicholas Abaza, Jorge Borunda, Borunda, P.C., and Michael Trevino shall recover from Richard Allison, Jr. and Caroline Allison, jointly and severally, \$376,013.93 for attorneys’ fees and expenses.
6. Nicholas Abaza, Jorge Borunda, Borunda, P.C., and Michael Trevino shall recover from Richard Allison, Jr. and Caroline Allison, jointly and severally, \$78,456.27 for administrative arbitration fees and arbitrator compensation.
7. The above sums are to be paid on or before 30 days from the date of the Final Award.
8. The above sums shall accrue post-judgment interest at the rate of 8.5% per annum commencing 31 days from the date of the Final Award until paid in full.
9. Nicholas Abaza, Jorge Borunda, Borunda, P.C., and Michael Trevino shall recover from Richard Allison, Jr. and Caroline Allison, jointly and severally, reasonable and necessary attorneys’ fees and expenses incurred to obtain this Final Judgment and/or to enforce the Interim Award and/or the Final Award

and/or this Final Judgment. Any subsequent proceedings with additional courts or tribunals shall set the fees.

10. Mr. Allison and Ms. Allison shall, within thirty days after entry of the Final Award, (1) direct the trustee(s) of the Allison Family Trust to liquidate sufficient trust assets to pay the Final Award and all accrued interest in full and (2) shall pay the Final Award and all accrued interest in full. Pursuant to the MSA and the documents signed to effectuate the MSA, Mr. Allison and Ms. Allison have the legal right -- and the legal obligation -- to make this direction to the trustee(s) of the Family Trust. Mr. Allison and Ms. Allison are hereby ordered to do so.
11. The "freeze" on the Charles Schwab One account of the Minaki Limited Partnership referenced in the arbitrator's September 14, 2023, order (attached to the Interim Award as Exhibit A) shall continue in full force and effect until this Final Judgment and all accrued interest have been paid in full. In order to ensure compliance with this Final Judgment, and to prevent any withdrawals or disbursements in violation of this Final Judgment, Mr. Allison and Ms. Allison are both ordered (1) to provide to appropriate personnel at Charles Schwab One a copy of this Final Judgment with all exhibits, and (2) to provide to Defendants' counsel, Joseph R. Little, each monthly statement for the Charles Schwab One account within five business days of the date of each statement, until this Final Judgment and all accrued interest have been paid in full.
12. On February 23, 2023, the arbitrator signed a protective order. That protective order is vacated to the extent that otherwise-confidential information is either admissible or discoverable in any legal proceeding in which (1) either Ms. Allison or Mr. Allison or both of them attempt to modify the Family Trust in a manner that is inconsistent with the MSA and/or (2) either Ms. Allison or Mr. Allison or both of them attempt to delay or to avoid paying the Interim Award and/or the Final Award and/or this Final Judgment and/or (3) any one or more of the Defendants participate in order to defend or to collect amounts awarded in the Interim Award and/or the Final Award and/or this Final Judgment.
13. Neither Mr. Allison nor Ms. Allison is entitled to any relief or recovery based on a claim for negligence.
14. Neither Mr. Allison nor Ms. Allison is entitled to any relief or recovery based on a claim for breach of fiduciary duty.
15. Neither Mr. Allison nor Ms. Allison is entitled to any relief or recovery based on a claim for alleged violations of the Texas Deceptive Trade Practices Act.
16. Neither Mr. Allison nor Ms. Allison is entitled to any relief or recovery based on a claim for fraud.
17. Neither Mr. Allison nor Ms. Allison is entitled to declaratory relief.

18. Neither Mr. Allison nor Ms. Allison is entitled to any relief or recovery based on a request for an accounting.
19. Neither Mr. Allison nor Ms. Allison is entitled to any relief or recovery based on any defense asserted in his or her pleadings.
20. Nothing that was alleged in Mr. Allison's live arbitration pleading entitles him to any relief or any recovery of any kind.
21. Nothing that was alleged in Ms. Allison's live arbitration pleading entitles her to any relief or any recovery of any kind.

It is further ORDERED, ADJUDGED and DECREED that Defendants are entitled to all writs and processes as may be necessary to enforce or to collect this Final Judgment, for which let execution issue.

This is a final judgment that disposes of all claims of all parties and is immediately appealable.

Signed on this ____ day of _____, 2024.

Signed:
7/15/2024



PRESIDING JUDGE

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Joseph Little on behalf of Joseph Little
Bar No. 00784483
jrl@littlelawtexas.com
Envelope ID: 89747142
Filing Code Description: Proposed Order
Filing Description:
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Case Contacts

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Associated Case Party: Richard Allison

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