

**CAUSE NO. 2023-11022**

**EDLOE FINCH, LLC**

**v.**

**UNIS, LLC**

§  
§  
§  
§  
§

**IN THE DISTRICT COURT OF**

**HARRIS COUNTY, TEXAS**

**55TH JUDICIAL DISTRICT**

**FINAL JUDGMENT** AFTER JURY TRIAL

On January 29, 2025, the above-styled case was called for trial. Plaintiff Edloe Finch, LLC (“Edloe Finch”) and Defendant UNIS, LLC (“UNIS”) appeared through their respective attorneys and announced ready for trial. The case proceeded to trial and the parties presented their evidence over the course of seven days during the period of January 29, 2025 to February 7, 2025.

Before trial, on October 30, 2024, this Court granted in part Edloe Finch’s Motion for Partial Summary Judgment on UNIS’s affirmative defenses of limitations, ratification, laches, and estoppel. During trial, UNIS nonsuited its counterclaims for breach of contract and quantum meruit. Also during trial, the Court granted a directed verdict on UNIS’s counterclaim for unjust enrichment and UNIS’s affirmative defenses of waiver and failure to mitigate. The only affirmative defense that was not disposed of by the Court’s prior rulings that UNIS requested to be submitted to the jury was that of offset.

On February 7, 2025, the case was submitted to the jury, who returned its verdict the same day. The jury found that (1) UNIS failed to comply with its contract with Edloe Finch and (2) Edloe Finch sustained damages as a result of that breach. The jury also found against UNIS on its remaining affirmative defense of offset. A copy of the jury’s verdict is attached hereto as **Exhibit 1** and its findings are hereby incorporated into this judgment by this reference.

The parties stipulated that the amount of attorneys' fees to be awarded to the prevailing party would be decided by the Court. The parties further stipulated to the procedure for the Court to follow to determine the amount of reasonable and necessary attorney's fees. On March 31, 2025, the Court held a hearing on attorneys' fees in accordance with the parties' agreed procedure.

On the basis of the pleadings, the evidence, the arguments of counsel, the Court's rulings on summary judgment and directed verdict, the jury's verdict, and the briefing and/or testimony related to attorneys' fees, the Court **RENDERS** judgment in favor of Edloe Finch and **ORDERS, ADJUDGES, DECREES, AND DECLARES** that Edloe Finch shall recover against UNIS as follows:

1. Damages in the amount of \$784,280.35;
2. Statutory pre-judgment interest in the amount of ~~\$123,765.89~~ <sup>167,149.75</sup>;
3. Reasonable and necessary attorneys' fees that Edloe Finch incurred in the trial court in the amount of \$1,159,756.50 from December 7, 2022 to March 31, 2025;
4. Court costs in the amount of \$39,962.87;
5. Post-judgment interest at the rate of 7.5% on amount of the judgment, compounded annually, beginning on the date the judgment is rendered and ending on the date the judgment is satisfied. See TEX. FIN. CODE. ANN. § 304.002; § 304.006.

**IT IS FURTHER ORDERED** that judgment is granted in favor of Edloe Finch and against UNIS as follows:

- In the event that UNIS files a notice of appeal in this case to the court of appeals and if the appeal is unsuccessful, Edloe Finch shall have and recover an additional \$100,000 if the appeal is decided without oral argument or \$150,000 if the appeal is decided following oral argument as reasonable and necessary attorney fees.
- In the event of an appeal by UNIS to the Texas Supreme Court, if the appeal is unsuccessful, Edloe Finch will be entitled to an additional \$40,000 if the appeal is decided following a response to a petition for review; another additional \$140,000 if the appeal is decided following briefing on the merits; and another additional \$190,000 if the appeal is decided following oral argument as reasonable and necessary attorney fees.

All other relief requested by either Edloe Finch or UNIS not expressly granted herein is **DENIED**.

The judgment is **FINAL** and disposes of all claims and all parties and is appealable. Execution or other enforcement procedure for the satisfaction of the monetary awards in this order is **ORDERED** and authorized.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Signed:  
9/25/2025

\_\_\_\_\_  
THE HONORABLE LATOSHA LEWIS PAYNE