



Having duly considered the verdict, the evidence and the argument of counsel, it is hereby,

**ORDERED, ADJUDGED AND DECREED** that Plaintiff Infinity have and recover from Defendant EFJ \$1,256,250 in actual damages, together with pre-judgment interest thereon at the rate of 18 percent, beginning May 8, 2012, and ending the day prior to the signing of this Judgment.

It is further **ORDERED, ADJUDGED AND DECREED** that Plaintiff Kirmuss have and recover from Defendant EFJ \$1,300,000 in actual damages, together with pre-judgment interest thereon at the rate of five percent, beginning October 16, 2013, and ending the day prior to the signing of this Judgment.

It is further **ORDERED, ADJUDGED AND DECREED** that Plaintiffs Infinity and Kirmuss have and recover from Defendant EFJ \$40,342.60 in costs.

It is further **ORDERED, ADJUDGED AND DECREED** that Plaintiff Infinity have and recover from Defendant EFJ \$1,276,913 in reasonable and necessary attorneys' fees for proceedings in the trial court.

It is further **ORDERED, ADJUDGED AND DECREED** that Plaintiff Kirmuss have and recover from Defendant EFJ \$535,322 in reasonable and necessary attorneys' fees for proceedings in the trial court.

It is further **ORDERED, ADJUDGED AND DECREED** that Plaintiffs Infinity and Kirmuss have and recover from Defendant EFJ \$110,000 in reasonable and necessary

attorneys' fees in the event of, and contingent upon, an unsuccessful appeal by EFJ to the Court of Appeals.

It is further **ORDERED, ADJUDGED AND DECREED** that Plaintiffs Infinity and Kirmuss have and recover from Defendant EFJ \$65,000 in reasonable and necessary attorneys' fees in the event of, and contingent upon, an unsuccessful petition for review by EFJ in the Supreme Court of Texas.

It is further **ORDERED, ADJUDGED AND DECREED** that Plaintiffs Infinity and Kirmuss have and recover from Defendant EFJ \$45,000 in reasonable and necessary attorneys' fees in the event of, and contingent upon, EFJ's lack of success on the merits of the case, in the event the Supreme Court of Texas grants a petition for review.

It is further **ORDERED, ADJUDGED AND DECREED** that each non-contingent sum awarded to Plaintiff Infinity bear post-judgment interest at the rate of 18 percent, compounded annually, from the date of Judgment until that portion of the Judgment is paid, and that each contingent amount awarded Plaintiff Infinity bear interest at the same rate, compounded annually, from the date each said amount becomes non-contingent and until that portion of the Judgment is paid.

It is further **ORDERED, ADJUDGED AND DECREED** that each non-contingent sum awarded to Plaintiff Kirmuss bear post-judgment interest at the rate of five percent, compounded annually, from the date of Judgment until that portion of the Judgment is paid, and that each contingent amount awarded Plaintiff Kirmuss bear

interest at the same rate, compounded annually, from the date each said amount becomes non-contingent and until that portion of the Judgment is paid.

It is further **ORDERED, ADJUDGED AND DECREED** that Plaintiffs are allowed such writs and processes as may be necessary in the enforcement and collection of this Judgment against Defendant.

It is further **ORDERED, ADJUDGED AND DECREED** that all relief requested by any party and not expressly granted or denied herein is **DENIED**.

This Judgment finally disposes of all parties and all claims and is appealable.

Signed this 25th day of June, 2014.

  
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**KEN MOLBERG**  
**Judge, 95th District Court**