

METROPLEX HOMEBUYERS,
LLC

Plaintiff,

v.

JOSHUA ROGAN and ASHLE
PEREIRA

Defendants.

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IN THE DISTRICT COURT

162nd JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

**ORDER ON PLAINTIFF'S REQUEST FOR INJUNCTION, DAMAGES AND
ATTORNEY'S FEES AFTER MOTION TO STRIKE DEFENDANTS'
PLEADINGS AND FOR DEFAULT JUDGMENT WAS GRANTED**

On August 27, 2019, a hearing was conducted in which the Plaintiff, Metroplex Homebuyers, LLC ("Metroplex") presented evidence, including testimony, to support its request for damages and attorney's fees against Defendants Josh Rogan ("Rogan") and Ashlee Pereira ("Pereira"). The August 27th hearing was conducted after the Court granted Plaintiff Metroplex's on its Motion to Strike Defendants' Pleadings and for Default Judgement ("Motion"), after the hearing that was conducted on August 22, 2019.

After considering Metroplex' request for damages and attorney's fees in connection with its ("Motion"), any response and arguments of the parties and/or their counsel, the Court:

GRANTS Plaintiff's Motion and finds the following facts to be shown:

1. Defendants have refused to respond adequately to Plaintiff's discovery requests: First Request for Production of Documents; Second Request for Production of Documents; Plaintiff's First Set of Interrogatories sent to each defendant separately, and/or to respond to Plaintiff's Initial Requests for Disclosure sent to each defendant separately.

2. Defendants did not participate in the court hearings on discovery motions and refused to comply with any of the three (3) court orders issued on February 25, 2019, March 25, 2019 and June 3, 2019 respectively concerning defendants' refusal to respond adequately to discovery requests or to produce documents that are relevant and/or calculated to lead to the discovery of relevant evidence in this case. Defendants Joshua Rogan ("Rogan") and Ashle

Pereira (“Pereira”) have abused the discovery process, and have failed to participate in court proceedings indicating their bad faith during the litigation process and their lack of any viable defense to this lawsuit.

3. On August 22, 2019, the Court considered Plaintiff’s Motion and found that it was just to strike defendants’ pleadings, including its answer and general denial to the claims asserted by Metroplex, and issue a default judgment against defendants Rogan and Pereira jointly and severally in this case on each of the claims and causes of action asserted by Metroplex in this lawsuit, as reflected in its recent pleadings. The Court also finds that an injunction is necessary to prevent further conduct relating to improper attempts to take deals and clients away from Metroplex as described in Plaintiff’s pleadings.

4. Based on the evidence presented at the hearings conducted on August 22 and August 27, 2019, in which defendants were invited to participate, the Court finds that Metroplex, through testimony and evidence presented by its counsel, has shown that as a result of Defendants’ collective actions as described in Plaintiff’s First Amended Petition, Metroplex is entitled to injunctive relief, damages and attorney’s fees as follows:

Injunction: For two (2) years following the date that this Order is signed, Rogan and Pereira are prohibited from directly or indirectly:

- a. Using or disclosing Metroplex’s Confidential Information and/or Trade Secret Information. For purposes of an Injunction, Confidential and/or Trade Secret Information shall include the following categories (provided that the information was not obtained from a public source and that Plaintiff did not place the information in the public domain):
 - i. Customer lists, customer information and/or any contents of purchase or sale contracts previously entered into by Metroplex and/or by Defendants while marketing to or contacting Metroplex customers;
 - ii. Information concerning Metroplex’s financial status, purchases and/or sales of houses, or marketing strategies;
 - iii. Information concerning the manner in which Metroplex’s products and services are administered and/or managed;
 - iv. Information concerning Metroplex’s process for evaluating and/or negotiating prices and/or fees for the sale, purchase and/or transfer of properties.
- b. Soliciting business from, or attempting to sell, license or provide the same or similar products or services as are now provided to any customer or client of Metroplex, or using Metroplex’s existing clients’ demographic or confidential information to solicit and provide quotes and/or transfer business to any competing entity.
- c. Soliciting any customer of Metroplex for the benefit of Rogan and/or Pereira and/or any business entity in which one or both Defendants are involved as an employee, contractor, owner, shareholder or partner.

- d. Engaging in any business that competes with and/or offers similar services as Metroplex, including but not limited to: (i) engaging in a business as an owner, partner or agent, (ii) becoming an employee of any third party that is engaged in such business and/or (iii) becoming interested, directly or indirectly, in any such business in the following Texas counties: *Collin, Dallas, Denton, Ellis, Hood, Hunt, Johnson, Kaufman, Parker, Rockwall, Somervell, Tarrant and Wise.*
- e. Soliciting, interfering, inducing or attempting to cause any employee, contractor, business provider or customer to terminate a business relationship with Metroplex.
- f. Engaging in the sale, purchase or transfer of any real estate deals

5. Damages: Based on the evidence and testimony presented at the hearing conducted on August 27, 2019, the Court finds that the sum of **\$218,433.00** in lost profits was supported by testimony and objective facts and figures to a reasonable certainty. The evidence further supports defendant Rogan's breach of fiduciary duty and fraud by non-disclosure and breach of contract as well as a conspiracy to commit these acts between Rogan and Pereira. Therefore, the Court Orders defendants to pay the amount of **\$218,433.00** to plaintiff Metroplex within 30 days of the date of this Order.

6. Attorney's Fees: In addition to the damages described above, and based on the Affidavit of Robin Foret and any testimony presented at the hearing on August 27, 2019, the court awards **\$15,000.00** in attorney's fees that were incurred by the plaintiff before the hearings, and another **\$1,000.00** in attorney's fees incurred to complete preparing for and attending the hearings on August 22nd and 27th and the Court finds those attorney's fees to be reasonable and necessary for the legal work required to prosecute this matter. The Court finds that attorney's fees do not need to be assigned to separated causes of action as the claims related to the same transactions and proof required to be obtained in this lawsuit. The Court Orders defendants to pay the sum of **\$16,000.00** to Metroplex within 30 days of the date of this Order.

SIGNED on the August 27, 2019.



PRESIDING JUDGE

Entry Requested By:

/s/ Robin Foret

Robin Foret

TBN: 07256580

Counsel for Plaintiff

Metroplex Homebuyers, LLC