

**COURT OF APPEALS FOR THE SECOND APPELLATE DISTRICT OF TEXAS
AT FORT WORTH**

**Scott's Big Truck Sales, LLC; Don's Big Truck Sales, LLC; Donald
R. Scott; and Johnny A. Scott v. Automotive Finance Corporation**

No. 02-19-00304-CV, Court of Appeals for the Second Appellate District of Texas at Fort Worth (December 17, 2020)

SUMMARY

The Texas Court of Appeals for the Second Appellate District affirmed portions of a trial court judgment awarding Automotive Finance Corporation damages for breach of contract and breach of guaranty. The court reversed statutory additional-damages awards against the individual defendants and reversed the attorney's-fees award, remanding for further proceedings.

CASE DETAILS

COURT	Court of Appeals for the Second Appellate District of Texas at Fort Worth
WRITING FOR THE COURT	Lee Gabriel
JURISDICTION	Texas
DECIDED	December 17, 2020
DOCKET	02-19-00304-CV
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal from a judgment of the 96th District Court of Tarrant County awarding Automotive Finance Corporation damages for breach of contract, breach of guaranty, statutory additional damages, and attorney's fees.
PRECEDENTIAL VALUE	Published memorandum opinion
PARTIES	Scott's Big Truck Sales, LLC, Don's Big Truck Sales, LLC, Donald R. Scott, Johnny A. Scott v. Automotive Finance Corporation

TOPICS

breach of contract

damages

remedies

appellate procedure

commercial litigation

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the trial court properly awarded breach-of-contract and breach-of-guaranty damages against all appellants.
2. Whether the trial court properly awarded additional damages under Indiana Code Section 34-24-3-1 against the corporate and individual appellants.
3. Whether the trial court properly awarded attorney's fees.

HOLDINGS

1. The awards of damages for breach of contract and breach of guaranty against Scott's Big Truck Sales, LLC, Don's Big Truck Sales, LLC, Donald R. Scott, and Johnny A. Scott are affirmed.
2. The additional-damages awards under Indiana Code Section 34-24-3-1 are affirmed as to Scott's Big Truck Sales, LLC, and Don's Big Truck Sales, LLC, but reversed as to the awards against Donald R. Scott and Johnny A. Scott.
3. The attorney's-fees award is reversed.

KEY QUOTATIONS

"This court has considered the record on appeal in this case and holds that there was error in part of the trial court's judgment." (Judgment)

FACTUAL BACKGROUND

The trial court awarded Automotive Finance Corporation damages for breach of contract and breach of guaranty against Scott's Big Truck Sales, LLC, Don's Big Truck Sales, LLC, Donald R. Scott, and Johnny A. Scott. It also awarded additional damages under Indiana Code Section 34-24-3-1 against the two corporate appellants and against the individual appellants, as well as attorney's fees. The appellate court concluded that the individual statutory-damages awards and the attorney's-fees award had to be reversed, while the other specified awards were affirmed.

PROCEDURAL HISTORY

The trial court entered judgment awarding Automotive Finance Corporation breach-of-contract and breach-of-guaranty damages against all appellants, additional damages under Indiana Code Section 34-24-3-1 against the corporate appellants and individual appellants, and attorney's fees. On appeal, the court affirmed portions of the judgment, reversed the statutory additional-damages awards against Donald R. Scott and Johnny A. Scott and the attorney's-fees award, and remanded for further proceedings.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Remanded to the trial court for further proceedings consistent with the opinion. The awards of \$8,828.72 in additional damages against Donald R. Scott and \$22,800 in additional damages against Johnny A. Scott, as well as the attorney's-fees award, are reversed.

OPINION

PER CURIAM.

In the Court of Appeals Second Appellate District of Texas at Fort Worth No. 02-19-00304-CV SCOTT'S BIG TRUCK SALES, LLC; § On Appeal from the 96th District Court DON'S BIG TRUCK SALES, LLC; DONALD R. SCOTT; AND JOHNNY A. § of Tarrant County (096-291366-17) SCOTT, Appellants V. § December 17, 2020 AUTOMOTIVE FINANCE § Memorandum Opinion by Justice Gabriel CORPORATION, Appellee JUDGMENT This court has considered the record on appeal in this case and holds that there was error in part of the trial court's judgment.

It is ordered that the judgment of the trial court is affirmed in part and reversed in part. We affirm that portion of the trial court's judgment that awards damages for breach of contract and breach of guaranty to Automotive Finance Corporation from Scott's Big Truck Sales, LLC, Don's Big Truck Sales, LLC, Donald R. Scott, and Johnny A. Scott.

We also affirm that portion of the trial court's judgment awarding additional damages to Automotive Finance Corporation from Scott's Big Truck Sales, LLC, and Don's Big Truck Sales, LLC, under Indiana Code Section 34-24-3-1.

We reverse that portion of the trial court's judgment that awards Automotive Finance Corporation \$8,828.72 in additional damages from Donald R. Scott and \$22,800 in additional damages from Johnny A. Scott under Indiana Code Section 34-24-3-1.

We also reverse the attorney's fees award. We remand this case to the trial court for further proceedings consistent with this opinion. It is further ordered that Scott's Big Truck Sales, LLC, and Don's Big Truck Sales, LLC, shall pay three-fourths of the costs of this appeal, and Automotive Finance Corporation shall pay one-fourth of the costs of this appeal, for which let execution issue.

SECOND DISTRICT COURT OF APPEALS By /s/ Lee Gabriel Justice Lee Gabriel