

**STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB**

MICHIGAN FIRST CREDIT UNION,

Plaintiff,

v.

Case No. 06-002548-CK  
Hon. Mark Switalski

AL LONG FORD, INC., a foreign  
corporation,

Defendant.

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**JUDGMENT**

At a session of the Court held in Mt. Clemens,  
Macomb County, Michigan, on NOV 21 2008

PRESENT: HONORABLE MARK SWITALSKI

This cause came for trial before the undersigned sitting with a jury on September 30, 2008 through October 21, 2008. The parties appearing for trial were Plaintiff Michigan First Credit Union ("Michigan First") and Defendant Al Long Ford, Inc. ("Al Long Ford"). All parties were represented

by counsel during the trial. Upon the jury being duly sworn and impaneled, oral and documentary evidence was presented.

The jury, after deliberation, found that Al Long Ford was liable to Michigan First for fraud and breach of contract, and it returned an award of \$360,776.13 for Michigan First. The jury also found that, as an additional component of contract damages, Michigan First is entitled to recovery of its reasonable attorney fees and costs. The Court previously ruled that the jury would determine whether Michigan First was entitled to reasonable attorney fees and costs, and if the jury found in the affirmative, the Court would determine the amount of those fees and costs.

**IT IS HEREBY ORDERED, ADJUDGED, and DECREED** that Plaintiff Michigan First Credit Union is awarded Judgment against Defendant Al Long Ford, Inc. in the amount of FOUR HUNDRED FIFTEEN THOUSAND, FOUR HUNDRED FIFTY AND 05/100 DOLLARS (\$415,450.05), representing the jury's verdict of \$360,776.13 and pre Judgment interest, pursuant to MCLA 600.6013(8), of \$54,673.92 through October 21, 2008. The Judgment shall earn post-Judgment interest calculated pursuant to MCLA 600.6013(8) upon the total amount of the Judgment (including the jury's verdict plus reasonable attorney fees and costs, plus pre Judgment interest) from October 22, 2008 until satisfied.

**This is not the Court's final Judgment**, and it does not resolve all matters and close this case. This Judgment gives effect to the jury's verdict. This Judgment will be supplemented after a determination of recoverable attorney fees and costs, together with pre-judgment interest and post judgment interest applicable to them.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

**MARK S. SWITALSKI**  
CIRCUIT JUDGE

**NOV 21 2008**

**HONORABLE MARK SWITALSKI**  
CARMELLA SABAUGH, COUNTY CLERK

BY: *Janelle George*, Court Clerk