

**IN THE CIRCUIT COURT OF TENNESSEE
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS**

**HERMAN J. MICCI, SR., and
MR. FORMAL, INC.
Plaintiffs,**

VS.

NO. 91594-5 T.D.

**T & A FORMAL, L.L.C.,
TODD W. NELSON,
ANDREA K. NELSON,
SCOTT A. NORELL d.b.a.
GINGESS FORMALWEAR &
DNS FORMALWEAR, INC., and
GINGESS INTERNATIONAL, INC.,
Defendants.**

ORDER OF JUDGMENT

This matter came to be heard on the 19th day of July 2000 before the Honorable Kay Robilio. After the calling of the Defendants, Todd W. Nelson and Scott A. Norell, statements from counsel for the Plaintiffs, the testimony of the Plaintiffs and upon the entire record as a whole, the Court finds as follows:

1. That a lease between the Plaintiffs and the Defendant, T & A Formal, L.L.C. and Todd W. Nelson, was entered on November 10, 1993 and breached on or about June of 1997 leaving a remaining balance due and owing under the lease terms of \$14,500.00. Said lease also had an attorney fee provision in the event of breach or default.

2. That a promissory note between the Plaintiffs and the Defendant, T & A Formal, L.L.C. and Todd W. Nelson, was entered on November 14, 1993 and breached on or about June of 1997 leaving a remaining balance due and owing under the promissory note terms of \$39,235.68. Said promissory note also had an attorney fee provision in the event of breach or default.

3. That the Defendant, Scott A. Norell d.b.a. Gingess Formalwear & DNS Formalwear, Inc., converted to his own use, the property of the Plaintiffs with a fair market value of \$42,202.40.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

1. The Plaintiffs are granted a total judgment against the Defendant, T & A Formal, L.L.C. and Todd W. Nelson, of \$68,409.74 (\$14,500.00 due and owing under the lease, \$3,045.78 in prejudgment interest on the lease, \$39,235.68 due and owing

under the promissory note, \$1,628.28 in prejudgment interest on the promissory note, and \$10,000.00 in attorney fees).

2. The Plaintiffs are granted a total judgment against the Defendant, Scott A. Norell d.b.a. Gingess Formalwear & DNS Formalwear, Inc., of \$42,202.40.

3. That all costs are assessed against the Defendants, T & A Formal, L.L.C., Todd W. Nelson and Scott A. Norell d.b.a. Gingess Formalwear & DNS Formalwear, Inc.,

KAY. S. ROBILIO

HON. KAY ROBILIO

Date: JUL 20 2000


APPROVED FOR ENTRY:



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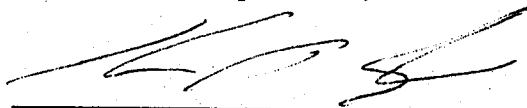
A TRUE COPY ATTEST

JIMMY MOORE, Clerk


D.C.

CERTIFICATE OF SERVICE

I, Kevin A. Snider, do hereby certify that a copy of the foregoing was mailed, postage prepaid, this 20th day of July 2000 to Todd W. Nelson, 8141 Walnut Valley Cove, Cordova, Tennessee 38018 and Scott Norell, 5604 Crumpler Road, Memphis, Tennessee 38141.



KEVIN A. SNIDER