

CAUSE NO. 2012-21026-158

INTERSTATE RESTORATION, LLC,	§	
	§	
<i>Plaintiff,</i>	§	IN THE DISTRICT COURT
	§	
v.	§	
	§	
1) NUVIEW MOLECULAR	§	158TH JUDICIAL DISTRICT
PHARMACEUTICALS, INC.;	§	
2) NUVIEW LIFE SCIENCES, INC.; and	§	
3) PAUL CROWE,	§	DENTON COUNTY, TEXAS
	§	
<i>Defendants.</i>	§	

**Order Granting Motion for Partial Summary Judgment on
Bisnar’s claim for Breach of the August 5, 2014 Settlement Agreement**

The Court considered *Intervenor’s Motion for Partial Summary Judgment against the NuView Defendants for Breach of the August 5, 2014 Settlement Agreement* (filed December 14, 2020) (the “Motion”) by Intervenor John Bisnar, in his individual capacity (“Bisnar”), against Defendants NuView Molecular Pharmaceuticals, Inc. and NuView Life Sciences, Inc. (collectively “Defendants”). The Court also considered the Response¹ filed by Defendants on January 6, 2021 (the “Response”), and the Reply² filed by Bisnar on January 8, 2021 (the “Reply”).

The Court sustains the objections made by Bisnar in the Reply to Defendants’ Exhibits 1-11 (identified on pages 4-5 of the Response). Additionally, the Court strikes the

¹ *NuView Molecular Pharmaceuticals, Inc.’s and NuView Life Sciences, Inc.’s Objections and Response to Intervenor’s Motion for Partial Summary Judgment against the NuView Defendants for Breach of the August 5, 2014 Settlement Agreement.*

² *Bisnar’s Reply to Defendants’ Response to Bisnar’s MSJ on the August 5, 2014 Settlement Agreement.*

Unsworn Declaration of Paul Crowe dated January 6, 2021 (Exhibit 1 to the Response) under the sham affidavit rule.

The Motion is GRANTED.

Bisnar recovers from Defendants, jointly and severally, the amount of \$1,020,000.00, plus interest on this amount at 5% per year from the date this Order is signed through the date this Order becomes a final judgment or is merged into a final judgment.

If this Order becomes a final judgment, Bisnar recovers post-judgment interest against Defendants, jointly and severally, on all amounts awarded in this Judgment as follows:

Postjudgment interest rate: 5% per year.³

Accrual of judgment interest: During the period beginning on the date this Order becomes a final judgment and ending on the date this final judgment is satisfied.⁴

Compounding of judgment interest: Postjudgment interest from the date this Order becomes a final judgment compounds annually.⁵

If this Order becomes a final judgment, Bisnar recovers of Defendants, jointly and severally, all costs incurred herein.⁶

SO ORDERED.

SIGNED on January 11th, 2021.



PRESIDING JUDGE

³ See Tex. Finance Code Sec. 304.003(c).

⁴ See Tex. Finance Code Sec. 304.005.

⁵ See Tex. Finance Code Sec. 304.006.

⁶ See Tex. R. Civ. P. 131.