

December 28, 2012



**JUDGMENT**  
**The Fourteenth Court of Appeals**

2001 TRINITY FUND, LLC, Appellant

NO. 14-10-00604-CV

V.

CARRIZO OIL & GAS, INC., Appellee

---

This court today heard a motion for rehearing filed by appellee CARRIZO OIL & GAS, INC. (“Carrizo”). We order the motion be granted in part and denied in part as stated in the Substitute Opinion, and that the former judgment of October 16, 2012, be vacated, set aside, and annulled. We further order the Opinion and Concurring Opinions of October 16, 2012, withdrawn.

This cause, an appeal from the trial court’s judgment, signed March 17, 2010, which contains eighteen paragraphs (“Judgment”), was heard on the transcript of the record. We have inspected the record and find the trial court erred in rendering judgment that appellant 2001 TRINITY FUND, LLC (“Trinity”) is indebted to Carrizo in any amount other than the amounts of attorney’s fees awarded to Carrizo in the eleventh paragraph of the Judgment. To remedy the error in the Judgment, we order that the fourth, tenth, eleventh, twelfth, fourteenth, fifteenth, and seventeenth paragraphs of the Judgment are **REVERSED** and ordered severed and **REMANDED** to the trial court for the limited purpose of further proceedings in which the trial court is instructed as follows: (1) to conduct further proceedings necessary to determine the amount, if any, of the \$816,210.64 offset in the Judgment that is not based on the sale of production that is or would be attributable to an interest in a well referenced in article 2.2 of the “Barnett Shale Participation Agreement” (“Participation Agreement”) and (2) after this determination is made, to render a new, final judgment in which the trial court (a) orders, adjudges, and decrees that Trinity have and recover from Carrizo the

amount that is the sum of (i) \$358,072.54, (ii) the amount of prejudgment interest calculated by determining the interest on the principal amount of \$358,072.54 from January 21, 2008 to the date of the trial court's new judgment on remand at the rate of six percent per annum, (iii) the amount by which the total amount of attorney's fees awarded to Trinity and against Carrizo in the twelfth paragraph of the Judgment exceeds the total amount of attorney's fees awarded to Carrizo and against Trinity in the eleventh paragraph of the Judgment, including the conditional awards of attorney's fees if the respective condition occurred, and (iv) the amount, if any, of the \$816,210.64 offset that is not based on the sale of production that is or would be attributable to an interest in a well referenced in article 2.2 of the Participation Agreement, (b) provides that each party shall bear their own costs of court, (c) provides that the money judgment rendered in favor of Trinity will earn postjudgment interest at the rate of five percent per annum compounded annually from the date the final judgment is signed until the judgment amount is satisfied, (d) provides for execution and all writs and processes for the enforcement of the terms of the new judgment on remand, and (e) renders judgment that Carrizo take nothing by its claims for monetary relief against Trinity in this lawsuit. Further, we find no error in the remainder of the Judgment and order it **AFFIRMED**.

We further order that all costs incurred by reason of this appeal be paid by appellee CARRIZO OIL & GAS, INC. We further order this decision certified below for observance.