

## CAUSE NO. 08-11-19575

GENESIS AERO, LLC,  
Plaintiff

VS.

SCOTT ERICKSON,  
DALE ERICKSON &  
RICHARD TALERICO,  
Defendants

And

D'SHANNON PRODUCTS, LTD.,  
Intervenor

VS.

ALLAN-LLOYD: PETERSON &  
GREG RUSSEL

Third-Party Defendants

§ IN THE DISTRICT COURT OF

§ WALLER COUNTY, TEXAS

§ 506<sup>th</sup> JUDICIAL DISTRICT

**FINAL JUDGMENT**

On the 17<sup>th</sup> day of November, 2010, the Court considered the Motion for Summary Judgment filed by Defendants Scott Erickson, Dale Erickson, and D'Shannon Products, Ltd. ("D'Shannon parties"). Plaintiff Genesis Aero, LLC and Third-Party Defendants Allan-Lloyd: Peterson ("Peterson") and Greg Russel ("Russel") (collectively "the Peterson Parties") filed no response to this motion.

The Court finds that the D'Shannon Parties' Motion is in all respects GOOD and is GRANTED.

The Court finds that Peterson and Russel have been served with the Citations issued in this matter, that the Returns of such Citations have been on file with the Clerk of this Court for at least 10 days, that Peterson's and Russel's answers were due on or before December 15, 2008,

but that Peterson and Russel have failed to answer the D'Shannon Parties' claims and suit against them and are, therefore, in DEFAULT.

The D'Shannon parties are hereby granted a declaratory judgment that:

1. Neither Peterson nor Russel have any ownership interest in the following STC holder businesses or their assets: Beryl D'Shannon Aviation Specialties, Inc., J.V.E., Inc., D'Shannon Products Company, Beryl's Installation Center, Inc., D'Shannon Products, D'Shannon Company, and KWAD Company.

2. Scott Erickson acquired from Peterson all interest which Peterson did possess in any STC business and assets thereof in consideration for unpaid commissions and expenses paid by Erickson on Peterson's behalf, including Peterson's interest in Genesis; and

3. Russel has no interest in Genesis or its assets, as such rights had previously been conveyed by Peterson to Scott Erickson.

The D'Shannon parties are also granted final summary judgment in their favor on their claims for fraud, breach of contract, quantum meruit, promissory estoppel, anticipatory breach of contract, conversion, and tortious interference with contractual and prospective business relationships.

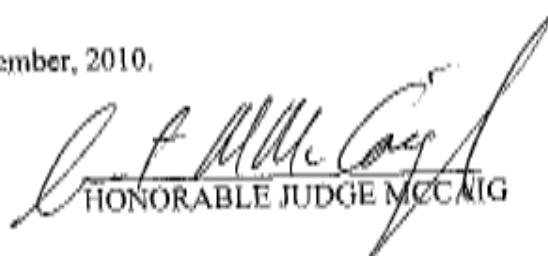
The D'Shannon Parties are awarded judgment as follows:

- A. Defendant Scott Erickson is awarded \$437,207 from Peterson for earned but unpaid commissions;
- B. Defendant Scott Erickson is awarded \$259,701 from Peterson for expenses paid by Scott Erickson on behalf of Peterson;

- C. Defendant Scott Erickson is awarded judgment in the amount of \$500,000 from Peterson for additional actual damages sustained as a result of Peterson's fraudulent misrepresentations;
- D. The D'Shannon Parties are awarded a declaratory judgment that Peterson has conveyed any and all interest he has or has ever had in any Supplemental Type Certificate, and in any business or corporation which has or has held, owned or had ownership rights in supplemental type certificates issued by the Federal Aviation Administration, or any analogous civil aviation regulatory body of any other country, to Scott Erickson;
- E. The D'Shannon Parties are awarded \$100,000 from the Peterson Parties, jointly and severally, for reasonable and necessary attorneys' fees incurred as a result of this suit; and
- F. The D'Shannon Parties are awarded \$30,000 in additionally reasonable and necessary attorneys' fees from the Peterson Parties, jointly and severally, in the event the Peterson Parties unsuccessfully appeal this final judgment.
- G. The D'Shannon Parties are awarded their taxable court costs from the Peterson Parties, jointly and severally.
- H. The D'Shannon Parties are awarded pre-judgment interest at the maximum rate permitted by applicable law from the Peterson Parties, jointly and severally.

This Judgment shall bear post-judgment interest at the maximum rate permitted by applicable law. This is a Final Judgment which disposes of all claims and causes of action of all parties hereto. Any relief not expressly granted herein is denied.

Signed on this 17<sup>th</sup> day of November, 2010.

  
HONORABLE JUDGE MCCAIG

APPROVED AS TO FORM & SUBSTANCE:

Respectfully submitted,

  
COATS & EVANS, P.C.

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ATTORNEY FOR DEFENDANTS

CERTIFICATE OF SERVICE

I certify that pursuant to the Texas Rules of Civil Procedure, a true and correct copy of this instrument has been served on pro se parties on this the 17<sup>th</sup> day of October, 2010, via certified mail, return receipt requested.

  
George Andrew Coats