

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

PARSONS & WHITTEMORE)	
ENTERPRISES CORPORATION,)	
)	
Plaintiff,)	
)	
vs.)	CIVIL ACTION NO. 07-00743-CG-B
)	
CELLO ENERGY, LLC, et al.,)	
)	
Defendants,)	
)	

JUDGMENT

In accordance with the court's findings in its order on February 7, 2009 (Doc. 375), its findings with regard to Cello Energy, LLC, Boykin Trust, LLC, Jack W. Boykin, and Allen Boykin's (collectively referred to as "the Boykin Defendants") motion for summary judgment, entered in its order dated May 7, 2009 (Doc. 415), its findings in regard to Parsons & Whittemore Enterprises Corporation's motion for partial summary judgment, entered in the order issued on May 7, 2009 (Doc. 416), the Boykin Defendants' Notice of Dismissal of Counts Five and Seven of their counterclaims (Doc. 516), and the jury's findings in regard to the Boykin Defendants in the verdict dated June 29, 2009 (Doc. 560-8), and having considered P&W's Motion for Entry of Judgment (Doc. 565), the Boykin Defendants' response (Doc. 566), and P&W's first, second, third, and fourth supplements to the motion (Docs. 580, 586, 587, 591), it is hereby **ORDERED, ADJUDGED** and **DECREED** as follows:

- i) That **JUDGMENT** is entered in favor of Parsons & Whittemore Enterprises Corporation on its breach of contract claim against Cello Energy,

LLC and Boykin Trust, LLC in the amount of \$2,827,123.00;

ii) That **JUDGMENT** is entered in favor of Parsons & Whittemore Enterprises Corporation on its fraud claim against Cello Energy, LLC, Boykin Trust, LLC, Jack W. Boykin, and Allen Boykin in the amount of \$104,437.50;

iii) That **JUDGMENT** is entered in favor of Parsons & Whittemore Enterprises Corporation on its claim for punitive damages against Cello Energy, LLC, Boykin Trust, LLC, Jack W. Boykin, and Allen Boykin jointly and severally in the amount of \$7,500,000.00.;

iv) That **JUDGMENT** is entered in favor of Cello Energy, LLC, Boykin Trust, LLC, Jack W. Boykin, and Allen Boykin as to Counts Four, Five, and Six (as to the Option Agreement and the Letter Agreement), and Count Nine of Parsons & Whittemore Enterprises Corporation's Amended Complaint (Doc. 158); and

v) That **JUDGMENT** is entered in favor of Parsons & Whittemore Enterprises Corporation as to Counts One (as to the Nondisclosure Agreement), Two, Three, Four, and Six of the Boykin Defendants' Amended Counterclaim (Doc. 178).

DONE and ORDERED this 27th day of September, 2010.

/s/ Callie V. S. Granade
UNITED STATES DISTRICT JUDGE