

the default of the defendant, is taken to be true in all matters alleged with sufficient certainty[.]”); *Mayflower Transit, L.L.C. v. Troutt*, 332 F. Supp. 2d 971, 975 (W.D. Tex. 2004) (citing *Nishimatsu Const. Co., Ltd. v. Houston Nat’l Bank*, 515 F.2d 1200, 1206 (5th Cir. 1975)). The Court further

DECLARES that Plaintiffs shall not be liable to Nantucket Enterprises, Inc., in any way, shape, or form for claims related or connected to the allegations in this civil action including, but not limited to, fraud, conspiracy to commit fraud, replevin, breach of settlement agreement, constructive trust, unjust enrichment, and/or any violation(s) of the Racketeer Influenced and Corrupt Organizations Act and that Plaintiffs shall not be liable to Nantucket Enterprises, Inc., in any way, shape, or form for any act or omission concerning the prior leasing of retail space to Nantucket Enterprises, Inc., in the Embassy Suites Hotel, in Palm Beach County, Florida, including, but not limited to, any claims arising from or relating to any liquor licenses or applications for liquor licenses at the Embassy Suites Hotel. The Court further


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ORDERS that costs of Court shall be taxed against Nantucket Enterprises, Inc. in the amount of \$516.68. The Court further

ORDERS that Defendant shall be liable to Plaintiffs for the amount of \$13,865.00, which the Court finds is the amount of reasonable and necessary attorney’s fees incurred by Plaintiffs in this civil action.

IT IS SO ORDERED.

Dated: March 15, 2011



HON JANE BOYLE
U.S. DISTRICT JUDGE