

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF LOUISIANA**

**WATER CRAFT MANAGEMENT, L.L.C.,  
DOUGLAS WAYNE GLASCOCK AND  
NICK MARTRAIN, III**

**Plaintiffs**

**Versus**

**MERCURY MARINE (A DIVISION OF  
BRUNSWICK CORP.), TRAVIS  
BOATING CENTER OF LOUISIANA  
AND JOHN RANDOLPH**

**Defendants**

**CIVIL ACTION CASE  
NO. 99-CV-1031 c/w 00-CV-885**

**JUDGE FRANK J. POLOZOLA  
SECTION "B"**

**MAGISTRATE JUDGE "1"  
STEPHEN C. RIEDLINGER**

**THIS PLEADING RELATES TO  
CASE NO. 99-CV-1031**

**PROPOSED AMENDED JUDGMENT** 

Based on the evidence adduced at the trial of this matter, counsels' briefs and oral argument, this Court entered final judgment on certain state law claims in favor of the plaintiffs, Water Craft Management, L.L.C. ("Water Craft"), Douglas Wayne Glascock ("Glascock"), and Nick Martrain III ("Martrain") (collectively, "Plaintiffs") on July 21, 2009 (Dkt. No. 503). Previously, on August 21, 2003 (Dkt. No. 318) and on September 30, 2004 (Dkt. No. 384, as amended, Dkt. No. 387), this Court entered judgment against Plaintiffs on certain other state law claims. Also on September 30, 2004, this Court entered judgment in favor of defendant Mercury Marine, a Division of Brunswick Corporation ("Mercury Marine") on its counterclaims against Plaintiffs.

In order to ensure that single, final judgment on these issues is in place, the Court has determined to enter an Amended Judgment that consolidates all of its state law claim rulings on which the damage awards are based.

ACCORDINGLY, IT IS ORDERED, ADJUDGED and DECREED as follows:

1. It is ordered that Plaintiffs' state law breach of contract claims be dismissed with prejudice;

2. It is further ordered that Plaintiffs' state law tortious misrepresentation claim be dismissed with prejudice;

3. It is further ordered that judgment be entered in favor of the Plaintiffs on their state law detrimental reliance and misrepresentation claims, and their fraud claim sounding in tort, as follows:

a. Water Craft, Glascock, and Martrain shall be allowed to recover the value of the \$50,050.00 note which was borrowed from Fidelity Bank & Trust Company, together with any interest and attorney's fees paid by the Plaintiffs to the bank plus, interest from the date of judicial demand until the sum is paid in accordance with applicable law;

b. Glascock shall be entitled to recover the sum of \$250,000.00, plus interest from date of judicial demand until the sum is paid in accordance with applicable law; and

c. Martrain shall be entitled to recover the sum of \$200,000.00, plus interest from date of judicial demand until the sum is paid in accordance with applicable law.

4. It is further ordered that Plaintiffs' claim for attorney's fees be denied.

5. It is further ordered that judgment be entered in favor of Mercury Marine on its counterclaims as follows:

a. Counterclaim I

i. Judgment shall be entered in favor of Mercury Marine and against Glascock and Martrain in the amount of \$79,117.32 plus attorney's fees in the amount of 10%. Mercury Marine is also awarded prejudgment interest from April 11, 1999 at the rate of 18% to the date of this Amended Judgment. Interest from date of this Amended Judgment until the sum is paid in accordance with federal law.

ii. It is further ordered that Mercury Marine is awarded the amount of \$11,379.75 against Water Craft, Glascock and Martrain, based on the Court's finding that Mercury Marine is subrogated to the rights of MMAC. It is further ordered that Mercury Marine is awarded interest at the rate of 6% from the date the sum was due until the date of this Amended Judgment. It is further ordered that Mercury Marine is awarded attorney's fees in the sum of 10% on this claim. Interest from date of this Amended Judgment until the sum is paid in accordance with federal law.


iii. It is further ordered that judgment is entered in favor of Mercury Marine and against Water Craft, Glascock, and Martrain in the amount of \$3,855.12 under the 1997 and 1998 Sales and Service Agreements of Water Craft and its guarantors, Glascock and Martrain. Interest from date of this Amended Judgment until the sum is paid in accordance with federal law.

iv. Finally, it is ordered that judgment shall be entered in favor of Mercury Marine and against Glascock and Martrain, in the amount of \$6,076.67 due on an open account. Interest from date of this Amended Judgment until the sum is paid in accordance with federal law.

b. Counterclaim II

Judgment shall be entered in favor of Mercury Marine and against Glascock in the sum of \$26,576.94. Interest from date of this Amended Judgment until the sum is paid in accordance with federal law.

Baton Rouge, Louisiana, <sup>Decatur</sup> November 1, 2009

  
FRANK J. POLOZOLA, ~~CHIEF~~ JUDGE  
MIDDLE DISTRICT OF LOUISIANA