

MATTERS.

(A RECESS WAS HAD.)

THE COURT: BE SEATED.

MR. MCINTOSH: YES, YOUR HONOR, ONE QUICK MATTER. I JUST NOTED ON OUR COMPUTER, WITHIN THE LAST HOUR THEY FILED DESIGNATIONS OF MR. WEEKS AND MR. BINNINGS. JUST FOR PURPOSES OF FINALIZING WHAT THE RECORD IS, WE WOULD LIKE TO ORALLY MOVE JUST TO PUT IN THE ENTIRE TRANSCRIPTS OF MR. BINNINGS, MR. WEEKS, AND MR. GALVEZ FOR PURPOSES OF WHAT THE RECORD IS AT THE TIME YOU MAKE YOUR RULING.

THE COURT: ANY OBJECTION?

MR. SHINGLER: NO, SIR. WE MESSED UP. WHAT WE FILED LAST NIGHT, WE'RE TRYING TO CORRECT. WE HAVE NO OBJECTION.

THE COURT: THAT'S FINE.

MR. MCINTOSH: THANK YOU, YOUR HONOR.

THE COURT: ALL RIGHT. THERE IS NO WAY TO EASE INTO A MATTER LIKE THIS, SO I'M GOING TO CUT RIGHT TO THE CHASE BECAUSE I HATE DOING THAT, BECAUSE ONCE YOU SAY WHAT YOU'RE GOING TO DO, PEOPLE STOP LISTENING. AND I WOULD LIKE FOR PEOPLE TO HEAR SOME EXPLANATION OF WHY I'M DOING WHAT I'M DOING. BUT IT'S HARD TO MASK WHAT YOU'RE DOING ONCE YOU START DOWN THE ROAD OF YOUR RULINGS. BUT -- SO I'M GOING TO SAY WHAT I'M GOING TO DO AND THEN I'M GOING TO EXPLAIN TO YOU WHY AND GIVE YOU A LITTLE BACKGROUND ON THIS AS WELL.

I AM GOING TO GRANT A JUDGMENT IN FAVOR OF THE

DEFENDANTS. AND I DO THAT NOT WITHOUT FULL RECOGNITION THAT SIGNIFICANT LOSSES HAVE BEEN INCURRED BY THE PLAINTIFFS AND THAT I HATE THAT. I JUST -- IN THESE ECONOMIC TIMES, NO ONE LIKES TO SEE ANYONE TAKE A HIT FINANCIALLY OR ECONOMICALLY, BUT -- AND THIS IS NOT A PART OF THE RULING. THIS IS MERELY AN OBSERVATION. AS I LOOKED THROUGH THIS AND AS I WAS TRYING TO EVALUATE REASONABLE RELIANCE AND MATTERS OF THAT TYPE, IT -- IT DID FOR ME AT LEAST REMIND ME OF WHY WE ARE IN SOME OF THE PROBLEMS WE ARE IN NOW. AND I SAT THERE AND I -- I ASKED A QUESTION ABOUT PROFORMAS AND THIS TYPE THING. AND I DON'T KNOW -- EVERY TIME I'VE EVER TRIED TO BORROW MONEY, I FELT LIKE I HAD TO SHOW EVERYTHING AND TURN OVER EVERYTHING POSSIBLE. AND IT'S SURPRISING TO ME THAT LOANS WOULD BE MADE IN SOME OF THESE INSTANCES WITHOUT PUTTING THE DEFENDANTS TO MORE OF A TASK TO PROVE THAT THIS COULD DO WHAT EVERYONE HOPED IT WOULD DO. I MEAN, YOU KNOW, BANKS SHOULDN'T BE LOANING MONEY UNLESS FOLKS SHOW THERE IS A REASONABLE LIKELIHOOD THAT IT WILL BE REPAID.

AND MAYBE THEY DID DO THAT HERE, MAYBE THEY DIDN'T. BUT THAT'S A BIG PART OF THE REASON WE ARE IN THE DITCH WE'RE IN IS BECAUSE LOANS HAVE BEEN MADE AND THE -- THE DUE DILIGENCE HAS NOT BEEN DONE TO CLEAR US ON THAT. BUT THAT'S AN ASIDE. IT DOESN'T CHANGE THE FACT THAT PEOPLES' LIVES ARE AFFECTED. PEOPLE WHO HAVE WORKED HARD ALL THEIR LIVES TO HAVE SOME MONEY TO INVEST AND TRUST IN OTHER FOLKS AND IN THEIR CONCEPTS ARE STILL HURT. AND I DON'T LIKE TO SEE THAT FOR ANYBODY, NOT FOR ANYONE. AND --

AND I KNOW THAT INVESTMENT AND ENTREPRENEURSHIP IS THE LIFEblood OF OUR ECONOMY AND OF OUR COUNTRY, AND WE NEED TO ENCOURAGE IT AND WE NEED TO SUPPORT IT AND WE NEED TO PROTECT IT. AND I RECOGNIZE THOSE THINGS.

BUT THOSE ARE ALL NICE LITTLE PHILOSOPHICAL COMMENTS, BUT I AM A JUDGE OF THE LAW. AND I MUST APPLY THE LAW AS I UNDERSTAND IT. AND IT DOESN'T -- I'M NOT PERMITTED TO COME IN AND DO WHAT I'D LIKE TO DO OR -- IN SPITE OF WHAT A LOT OF PEOPLE THINK FEDERAL JUDGES DO, AT LEAST THIS ONE DOESN'T TRY TO DO IT THAT WAY. I TRY TO FOLLOW THE LAW. AND HERE'S THE WAY I UNDERSTAND THAT THE LAW APPLIES TO THIS CASE.

ON THE BREACH OF CONTRACT CLAIM, THE ESSENCE OF THAT CLAIM AS WE DISCUSSED WAS THE FAILURE TO PROVIDE A DEVELOPED AND PERFECTED SYSTEM. AND THE PLAINTIFFS ACKNOWLEDGE THAT THEY WERE NOT LOOKING FOR A PERFECT SYSTEM, BUT AS WE DISCUSSED THAT IT WOULD BE A COMPLETED SYSTEM. AND I THINK THE WORDS WERE SOMETHING TO THE EFFECT OF IF YOU OPERATE IT BY THE BOOK, IT WILL WORK. THE DIFFICULTY I HAVE WITH THAT DEFINITION IS THAT IT -- THAT SUGGESTS A GUARANTY THAT IF YOU DO IT THIS WAY, WE GUARANTEE YOU YOU ARE GOING TO MAKE MONEY. AND CLEARLY THE AGREEMENT WAS NOT THAT. IT DISCLAIMED ANY GUARANTEES, AND I THINK IN NO UNCERTAIN TERMS, AND NOTHING THAT I FOUND IN THE EVIDENCE OVERRODE THAT.

I THINK IF THERE WERE SUCH A GUARANTY, AND IF I AM WRONG ON REVIEW AND THAT'S WHAT'S INTENDED, THEN I THINK THERE'S

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A HUGE STATUTE OF LIMITATIONS PROBLEM BECAUSE I THINK THAT IT WAS SEEN EARLY ON THAT THERE WERE PROBLEMS. THERE WERE EFFORTS TO ADJUST THE SYSTEM SO THAT NO ONE HAD THE SYSTEM AT THE END THAT THEY HAD AT THE BEGINNING, SO WE HAD CHANGED THE SYSTEM. AND IF IT HAD ULTIMATELY WORKED, IT WAS A DIFFERENT SYSTEM THAN THE ONE YOU WERE SOLD. SO YOU HAD ALREADY BEEN HARMED BY THE SYSTEM THAT WAS REPRESENTED TO YOU. SO THERE WOULD BE A STATUTE OF LIMITATIONS PROBLEM THERE, I THINK, IF THAT DEFINITION DID APPLY.

TO ME WHAT ONE FINDS AS THE SYSTEM, IN REVIEWING THE WHEREAS CLAUSES, THE TERMS OF THE AGREEMENTS, THE -- ALL OF THE AGREEMENTS INVOLVED, THE UFOCS, WAS A SYSTEM THAT WOULD PERMIT YOU TO OPEN AND OPERATE A RESTAURANT WITH A REASONABLE EXPECTATION, YOU KNOW. AND I INSERT THAT AS THE GOOD FAITH PART OF IT. I DON'T THINK ANYONE WOULD SAY THAT THESE FOLKS SHOULD BE EXPECTED TO HAVE BOUGHT SOMETHING JUST THAT WOULD ALLOW THEM TO OPEN UP A RESTAURANT AND SERVE FOOD AND NOT MAKE MONEY. THERE'S A GOOD FAITH OBLIGATION HERE, WHETHER IT'S STATED IN THE CONTRACT OR NOT. BUT UNDER THE EVIDENCE, WHEN ALL THE RESTAURANTS WERE OPENED, THOSE THINGS WERE IN PLACE.

MOST OF THE COMMENTS I HEARD RELATED TO THE BOTTOM LINE. THEY RELATED TO SALES. NOT THE ABILITY TO COOK THE FOOD, GET IT OUT, THE QUALITY OF THE FOOD, TO OPERATE THE CASH REGISTERS AND THAT KIND OF THING. IN MY VIEW, THERE WAS A FULL OPERATING SYSTEM PROVIDED, BUT THE PROBLEM WAS IN SALES.

SO THEN I LOOKED TO THE CONTRACT IN TERMS OF

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OBLIGATIONS THERE. WHERE'S THE MARKETING? WHERE'S THAT PART OF IT? AND THAT TO ME SEEMED TO BE THE CRUX OF THE ISSUE. I HAD TWO PROBLEMS THERE IN BEING ABLE TO FIND FOR THE PLAINTIFFS. ONE IS THAT THE CONTRACT IMPOSED A SPECIFIC OBLIGATION ON THE PLAINTIFFS, THE FRANCHISEES, TO SPEND AT LEAST 2 PERCENT ON LOCAL MARKETING. SOME DID, SOME DIDN'T. SOME DID SOME YEARS, SOME DID IN OTHERS. THE OBLIGATION UNDER THE CONTRACT, PRIMARY OBLIGATION FOR NATIONAL MARKETING FELL ON THE DEFENDANTS. AND IT DID PERMIT THEM TO IMPOSE A MARKETING FEE ON THE FRANCHISEES.

BUT I -- MY RECOLLECTION OF THE EVIDENCE, I NEVER HEARD ANYTHING THAT DISPUTED THAT IT WAS REPRESENTED TO ALL THE FRANCHISEES ABOUT WHOM -- FOR WHOM A REPRESENTATION WAS MADE THAT THERE WAS SOME THRESHOLD THAT WOULD BE PASSED BEFORE THIS FEE WOULD BE -- WOULD BE IMPOSED. MY SENSE WAS THAT THEY APPRECIATED THAT BECAUSE -- AND I WOULD HAVE AS A LOCAL FRANCHISEE. IF THERE WERE ONLY EIGHT STORES, I WOULDN'T WANT TO BE PAYING TWO, THREE OR FOUR PERCENT INTO A NATIONAL MARKETING PLAN TO MARKET MY BRAND WHEN THERE'S ONLY THREE OF THEM IN ATLANTA. AND SO I THINK THAT WAS NOT AN UNREASONABLE THING TO HAVE DONE. AND I DON'T THINK THAT WAS AN EFFORT TO DEFRAUD SOMEONE. I THINK IT WAS AN EFFORT TO WORK WITH PEOPLE AND TO TRY TO MAKE THIS THING WORK.

IN TERMS OF THE MISREPRESENTATIONS, THERE'S NO QUESTION IN MY MIND THERE ARE MISREPRESENTATIONS IN THE UFOC. THERE'S ALSO NO QUESTION IN MY MIND THAT THAT ALONE DOES NOT CONSTITUTE A -- THAT CANNOT SERVE AS A BASIS FOR A CAUSE OF ACTION. THE

MISREPRESENTATIONS, OR THE ALLEGED MISREPRESENTATIONS, FALL INTO THREE CATEGORIES IN MY VIEW. ONE IS ALLEGED MISREPRESENTATIONS THAT IN MY VIEW HAVE NOT BEEN PROVED TO BE KNOWING MISREPRESENTATIONS. ANOTHER IS MISREPRESENTATIONS THAT WERE IN FACT MISREPRESENTATIONS, BUT DID NOT RESULT IN ANY DAMAGES. AND, FINALLY, THERE ARE MISREPRESENTATIONS THAT IT WOULD HAVE BEEN UNREASONABLE FOR A PROSPECTIVE FRANCHISEE TO RELY UPON.

THE MISREPRESENTATIONS -- AND I THINK I'VE GOT THEM ALL HERE -- BUT ARE THE DAY-TO-DAY INVOLVEMENT OF MR. SPROCK IN THE OPERATIONS. I DON'T FEEL THAT THAT'S BEEN SHOWN AS A -- AN INTENTIONAL MISREPRESENTATION. I THINK EARLY ON HE WAS AS INVOLVED AS ANYONE COULD HAVE REASONABLY EXPECTED HIM TO BE, KNOWING HE WAS ALSO INVOLVED IN MOE'S AND PLANET SMOOTHIES. AND MY RECOLLECTION IS THE ADVERTISING FELLOW, MR. CURIN, I WONDERED ABOUT THIS CLAIM WHEN HE TESTIFIED BECAUSE HE WAS TIRED OF HAVING TO DEAL WITH SPROCK. SPROCK WAS -- WOULD NOT APPROVE THINGS HEED TO DO. HE WOULDN'T LET HIM DO THIS THAT HEED TO DO. HE -- MY SENSE WAS HE WISHED SPROCK WAS LESS INVOLVED.

SPROCK WAS SENDING E-MAILS ABOUT MENU ITEMS. I WAS SURPRISED THAT A CEO WAS INVOLVED AS HE WAS. AND MAYBE IT'S BECAUSE HE WAS IN THE BACK OF THE KITCHEN AND SMELLED THE FOOD. I DON'T KNOW WHAT PROMPTED IT. BUT I JUST DON'T THINK THAT'S BEEN SHOWN, AT LEAST IN THE EARLY DAYS. CERTAINLY I THINK THERE'S EVIDENCE THAT LATER AS THE PROCESS WENT ON MAYBE HE WAS NOT AS INVOLVED. BUT THE POINT WAS MADE THAT IN THE -- I DON'T

THINK IT'S REASONABLE TO EXPECT THAT SOMEONE CAN'T DIE, SOMEONE CAN'T LEAVE A BUSINESS OR WHATEVER, AND THAT THAT MEANS THAT FROM THIS DAY HENCEFORTH AND FOREVERMORE, THAT PERSON WILL BE INVOLVED IN DAY-TO-DAY OPERATIONS.

THE EARNINGS CLAIM. I'VE GOT SOME REAL RESERVATIONS ABOUT WHETHER THERE WERE EARNINGS CLAIMS AS ARE CONTEMPLATED. BUT EVEN IF THERE WERE, I DON'T THINK IT'S REASONABLE TO RELY ON THE KINDS OF CLAIMS MADE. TO SAY THAT PEY WEIS WAS MAKING WHATEVER THEY WERE MAKING, AND IT'S UP, IT'S RUNNING, YOU CAN GO AND LOOK AT IT, YOU CAN SEE, AND TO RELY ON JUST BECAUSE PEY WEI MAKES THAT, WE KNOW -- OR YOU CAN REASONABLY EXPECT YOU'RE GOING TO MAKE IT HERE, THAT WASN'T THE KIND OF EARNINGS CLAIM WHERE YOU SAID WE'VE GOT EIGHT STORES, NOBODY MAKES LESS THAN 28,000 A WEEK, SO YOU'RE GOING TO GET AT LEAST 28,000 A WEEK. AND I KNOW IT DOESN'T HAVE TO GO THAT FAR. I KNOW IT CAN BE LESS THAN THAT. BUT THE KINDS OF CLAIMS MADE HERE I DO NOT FIND COULD BE JUSTIFIABLE RELIED UPON.

WE'VE TALKED ABOUT THE PERFECTED SYSTEM ALREADY.

THE START-UP COSTS, IN MY VIEW, MOST OF THOSE FELL WITHIN THE RANGES PROVIDED. MAYBE -- MAYBE IT WAS A CRAP SHOOT. MAYBE IT WAS THE -- THE SPITBALLS ON THE WALL AND YOU HIT THE TARGET AND LUCKED OUT IN GIVING A RANGE, BUT I THINK THE RANGE WAS BASED ON -- AND I THINK WE'VE AGREED. EVERYONE WAS RELYING ON HIS EXPERIENCE WITH MOE'S. AND I THINK HE WAS LOOKING AT WHAT IT COST HIM TO GET MOE'S UP AND RUNNING AND TRANSLATED THAT OVER

INTO THIS, AND MOST OF THE COSTS FELL IN THAT RANGE. CERTAINLY THE STORE IN CALIFORNIA DIDN'T AND IT WAS A TOTALLY DIFFERENT MARKET, AND THAT WAS ONE WHERE THE START-UP COSTS I THINK MOST VARIED. BUT OTHERWISE, THEY WERE PRETTY CLOSE.

THE IDEA ABOUT THE REPUTATION, THAT IT HAD ESTABLISHED A REPUTATION. EVERYONE KNEW WHEN THEY GOT THEIR UFOCS THAT THERE EITHER WASN'T A STORE OR ONLY ONE COMPANY STORE OR MAYBE ONE OR TWO LOCAL STORES. AND REPUTATION IS THE VIEW IN THE PUBLIC. YOU ARE A PART OF THE PUBLIC. YOU HAVE SOME SENSE OF REPUTATION. AND I DON'T THINK THAT SOMEONE TELLS YOU THEY HAVE A REPUTATION IS SOMETHING YOU CAN JUST RELY UPON JUST ON ITS FACE.

THE COOKS. THE FACT THAT THERE WAS A MISREPRESENTATION ABOUT THEIR EXPERIENCE, AGAIN, I SEE NO DAMAGE ARISING FROM THAT. THERE'S BEEN NO COMPLAINTS ABOUT THE FOOD. EVERYONE SEEMED TO THINK THAT MR. GALVEZ DID A GREAT JOB, AND SO I SEE NO PROBLEMS ARISING FROM THAT.

A CLEAR MISREPRESENTATION OF FAILURE TO DISCLOSE WAS THE KICKBACKS. BUT THAT IS ONE WHERE THE DAMAGES -- I -- THERE'S NOT BEEN EVIDENCE FROM WHICH I CAN FIND THERE WAS ANY DAMAGE THAT OCCURRED TO THE PLAINTIFFS AS A RESULT OF THAT. THERE'S BEEN SOME ANECDOTAL TYPE INSTANCES OF, WELL, I DID FIND A COUPLE OF THINGS LESS EXPENSIVE, BUT NO EVIDENCE THAT ALL IN ALL THAT RESULTED IN ANY HARM TO THE PLAINTIFFS IN THAT THEY COULD HAVE DONE BETTER OR IT COST THEM MORE MONEY, THEY COULD HAVE BEATEN THESE PRICES. AND SO I FIND THAT THOSE ARE NOT

MISREPRESENTATIONS THAT HAVE RESULTED IN ANY DAMAGE TO THE PLAINTIFFS.

BECAUSE I FIND THERE'S NOT BEEN MISREPRESENTATIONS THAT COULD REASONABLY BE RELIED UPON OR THAT RESULTED IN ANY INJURY TO THE PLAINTIFFS, I FIND THAT ALL THE CLAIMS THAT ARE SUPPORTED OR THAT ARE BUTTRESSED UPON MISREPRESENTATION OR FRAUD WOULD FAIL FOR THAT REASON.

AS I SAID THERE ARE POTENTIAL STATUTE OF LIMITATIONS PROBLEMS THAT I DO NOT HAVE TO REACH. I WILL ENTER A WRITTEN ORDER AND I WILL GO INTO MORE DETAIL ABOUT INDIVIDUAL CLAIMS BECAUSE I DO THINK SOME OF THE INDIVIDUAL CLAIMS FAIL FOR REASONS OTHER THAN WHAT I HAVE STATED, BUT THESE ARE THE UNIVERSAL TYPE ISSUES THAT APPLY.

I WILL SAY THIS, BECAUSE I SAID -- MR. SHINGLER, I CUT YOU OFF ON YOUR ARGUMENT ABOUT PIERCING THE CORPORATE VEIL. I DON'T KNOW IF THERE WAS ENOUGH EVIDENCE HERE TO PIERCE THE CORPORATE VEIL, BUT I WILL JUST SAY, BECAUSE, MR. SPROCK, YOU GOT AN ONGOING BUSINESS OUT THERE OF SOME KIND. IF THERE HAD BEEN A JUDGMENT AGAINST YOU IN THIS CASE, THERE IS A CHANCE THAT YOU AND EVERY BUSINESS YOU OWN AS WELL AS YOUR PERSONAL BANK ACCOUNT COULD HAVE COME INTO PLAY IN PAYING THAT JUDGMENT.

I'M NOT ABOUT TO TELL YOU HOW TO DO YOUR BUSINESS, ESPECIALLY WHEN YOU'RE SURROUNDED BY THE LEGAL TALENT THAT YOU ARE, BUT I HAVE BEEN SURPRISED AT THE WAY SOME OF THIS HAS BEEN DONE IN TERMS OF -- AND I UNDERSTAND THAT YOU ARE THE CEO OF ALL

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THESE. I UNDERSTAND THE UMBRELLA OPERATION. BUT THE IDEA OF A CORPORATION IS THAT IT PROTECTS -- IT'S A SEPARATE LEGAL ENTITY AND IT PROTECTS OTHERS FROM INDIVIDUAL LIABILITY AND SO FORTH, BUT IT'S SUPPOSED TO BE A SEPARATE LEGAL ENTITY, AND I THINK AND THERE'S SOME REAL QUESTIONS ABOUT COMMINGLING AND THAT TYPE THING HERE THAT COULD BE TROUBLESOME. AND THAT'S WHY I DIDN'T HAVE MR. SHINGLER ADDRESS IT FURTHER. I'M NOT SURE WHERE I'VE COME OUT. THERE'S SOME NICE LITTLE DETAILS. I'M NOT FINDING THAT THERE WAS COMMINGLING, I'M NOT FINDING THE CORPORATE VEIL COULD HAVE BEEN PIERCED. I'M JUST SAYING THERE'S SOME REAL ISSUES THERE THAT PROBABLY NEED TO BE CONSIDERED.

THE CASE I KNOW HAS BEEN FOUGHT HARD AND DILIGENTLY BY EVERYONE INVOLVED. I APPRECIATE THE HARD WORK ALL OF YOU HAVE PUT IN. I KNOW THAT -- I KNOW THERE ARE A LOT OF STRONG FEELINGS IN THIS. IF I HAD LOST THE AMOUNT OF MONEY THAT HAS BEEN LOST -- AND I KNOW MONEY'S BEEN LOST ON THIS SIDE AS WELL. STEPPING BACK AND JUST LOOKING AT THIS THING, FOLKS, MY PERSPECTIVE ON IT -- AND I DON'T HAVE A DOG IN THIS FIGHT, SO I'M THAT UNBIASED. AND I HAVE THE BENEFIT OF A LAW CLERK WHO SAT THROUGH THIS ENTIRE TRIAL WITH ME AND HAD A CHANCE TO OBSERVE IT AS WELL. AND MY SENSE OF THIS IS THAT -- AND I THINK EVERYONE ACTUALLY HAS AGREED TO THIS -- THAT EVERYONE WENT INTO THIS THINKING THIS COULD REALLY MAKE EVERYONE A LOT OF MONEY. AND EVERYONE WANTED TO MAKE A LOT OF MONEY. AND I WISH EVERYONE HAD MADE A LOT OF MONEY.

BUT LIKE ANY INVESTMENT, THERE ARE RISKS. THERE ARE A

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LOT OF PEOPLE WHO HAVE INVESTED IN THE STOCK MARKET OVER THE LAST 10, 15 YEARS, AND WHO ARE SUCKING WIND RIGHT NOW. AND THEY DIDN'T DO ANYTHING WRONG. SOME THINGS WORK, SOME THINGS DON'T. THIS MAY BE AHEAD OF ITS TIME. IT MAY BE -- MAYBE THIS ISN'T THE RIGHT MODEL TO WORK OUT THERE OVER THE LONG HAUL. I DON'T KNOW. BUT I DON'T THINK ANYONE WENT INTO THIS TRYING TO BEAT FOLKS OUT OF THEIR MONEY.

THIS ISN'T ONE OF THOSE CASES WHERE YOU GO AND FLEECE A BUNCH OF ELDERLY PEOPLE TO INVEST IN A CHINCHILLA FARM OR SOMETHING LIKE THAT. THESE WERE BUSINESS PEOPLE WHO HAD EXPERIENCE IN THESE AREAS TRYING A NEW IDEA, A CHANCE TO HIT A HOME RUN AND A CHANCE TO STRIKE OUT. AND IT STRUCK OUT. AND I KNOW THERE'S BLAME. AND THERE WILL ALWAYS BE BLAME TO GO AROUND. AND, YOU KNOW, I'VE MADE MISTAKES AND I'D LIKE TO BLAME OTHER FOLKS FOR THOSE. I KNOW Y'ALL WOULD LIKE TO BLAME MR. SPROCK AND MR. SPROCK WOULD LIKE TO BLAME Y'ALL FOR WHY THIS DIDN'T WORK. BUT THAT'S FOR Y'ALL TO DO.

IN TERMS OF THE LAW WHICH I MUST UPHOLD AND WHAT I MUST APPLY AS I UNDERSTAND IT, THIS IS MY RULING. I WILL ENTER A WRITTEN ORDER. AND THE UP SIDE OF IT IS IS THAT MY WORD IS NOT THE FINAL SAY. YOU HAVE THE RIGHT TO HAVE MY DECISION REVIEWED BY A COURT OF APPEALS. AND IF I HAVE ERRED IN ANY WAY, I ASSURE YOU THEY WILL CORRECT ME. AND THAT'S WHY I'M GOING TO ENTER A WRITTEN ORDER BECAUSE I DO THINK THERE ARE SOME SMALLER ISSUES HERE THAT MAY RESOLVE SOME OF THE CLAIMS ON THE GROUNDS OTHER

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THAN THOSE THAT THE COURT HAS STATED THAT I WOULD WANT TO HAVE IN THE RECORD, SO THAT IF I AM WRONG ON THE LARGER ISSUES, WE WOULD HAVEN'T TO GO BACK AND REVISIT THOSE. I WILL TRY TO PERFECT THE RECORD ON THOSE SO WE KNOW WHERE WE STAND ON THOSE.

AGAIN, I WANT TO THANK COUNSEL FOR YOUR DILIGENCE, FOR YOUR HARD WORK. I KNOW WE'VE PUT IN A LOT OF HOURS OVER THE LAST TWO WEEKS, AND YOU'VE ALWAYS BEEN HERE PROMPTLY AND BEEN HERE WHEN I ASKED YOU TO BE. THERE'S BEEN A LITTLE JOUSTING, BUT I MEAN THAT BECAUSE THERE'S SOME FEELINGS IN THIS. I KNOW YOU CARE ABOUT YOUR CLIENTS AND THAT'S WHAT I LIKE TO SEE. IT MAKES MY JOB BETTER WHEN I GOT LAWYERS COME IN WELL PREPARED, WHICH YOU WERE, AND WHO WORK VIGOROUSLY IN BEHALF OF YOUR CLIENTS, WHICH YOU HAVE. AND I APPRECIATE THAT MORE THAN YOU WILL EVER KNOW.

WE ARE DONE. WE ARE IN RECESS.

(END OF PROCEEDINGS.)

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