

**Georgia State University College of Law**  
**Reading Room**

---

Georgia Business Court Opinions

---

7-15-2008

Final Judgment (CHARLES L. MARSH)

Elizabeth E. Long  
*Superior Court of Fulton County*

Follow this and additional works at: <http://readingroom.law.gsu.edu/businesscourt>

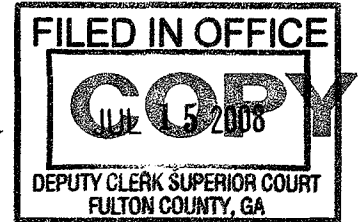
---

**Institutional Repository Citation**

Long, Elizabeth E., "Final Judgment (CHARLES L. MARSH)" (2008). *Georgia Business Court Opinions*. Paper 107.  
<http://readingroom.law.gsu.edu/businesscourt/107>

This Court Order is brought to you for free and open access by Reading Room. It has been accepted for inclusion in Georgia Business Court Opinions by an authorized administrator of Reading Room. For more information, please contact [jgermann@gsu.edu](mailto:jgermann@gsu.edu).

IN THE SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA



CHARLES L. MARSH,	)	
	)	
Plaintiff,	)	CIVIL ACTION
	)	
v.	)	FILE NO. 2004CV84536
	)	
BDI LAGUNA HOLDINGS, INC.	)	
and JAY L. WERTHEIMER,	)	
	)	
Defendant.	)	

**FINAL JUDGMENT**

The above-styled case came before the Court for jury trial commencing June 23, 2008. Plaintiff's claims against Defendant BDIL Laguna Holdings, Inc. ("BDI") for breach of contract, promissory estoppel, and for a determination as to liability for attorneys fees and costs of litigation pursuant to O.C.G.A. § 13-6-11 were tried to the jury.


On June 30, 2008, the jury returned a verdict in favor of Plaintiff and against Defendant BDIL for breach of contract and having determined that BDI acted in bad faith, was stubbornly litigious and caused Plaintiff unnecessary trouble and expenses, awarded Plaintiff's reasonable fees and expenses under O.C.G.A. § 13-6-11. Plaintiff and Defendant BDIL thereafter stipulated, without waiving any right Defendant BDIL may have to challenge the jury's finding of O.C.G.A. § 13-6-11 liability through post-trial motions or on appeal, that Plaintiff's reasonable fees and expenses for the prosecution of this case against BDI Laguna Holdings, Inc. recoverable under O.C.G.A. § 13-6-11 are Four Hundred Thousand Dollars (\$400,000.00). The jury having rendered a verdict in favor of the Plaintiff on his claim for breach of contract and on his claim for

attorneys fees and costs of litigation pursuant to O.C.G.A. § 13-6-11, final judgment is hereby ordered and entered pursuant to O.C.G.A. § 9-11-54 as follows:

Plaintiff Marsh is awarded the sum Two Million, Two Hundred Eight Thousand, Seven Hundred Twenty Four and 00/100 dollars (\$2,208,724.00) as compensatory damages from Defendant BDI Laguna Holdings, Inc., plus Four Hundred Thousand and 00/100 dollars (\$400,000) in attorneys fees and expenses of litigation recoverable pursuant to the jury's verdict under O.C.G.A. § 13-6-11, together with post-judgment interest as provided by law.

IT IS HEREBY ORDERED AND DIRECTED that the above-referenced judgment in favor of Plaintiff be entered upon the docket and records of this Court.

SO ORDERED this 15<sup>th</sup> day of July, 2008

  
THE HONORABLE ELIZABETH LONG  
SENIOR JUDGE, SUPERIOR COURT OF  
FULTON COUNTY (BUSINESS DIVISION)

Prepared by and  
Consent as to Amount  
of Fees and Expenses by:

BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, P.C.

---

Robert G. Brazier

Georgia Bar No. 078938  
Steven G. Hall  
Georgia Bar No. 319308  
Kevin A. Stine  
Georgia Bar No. 682588  
Suite 1600, Monarch Plaza  
Attorneys for Plaintiff

Approved As To Form Only  
Consent As to Amount of Fees and Expenses:

BONDURANT, MIXSON & ELMORE, LLP

---

Jeffrey O. Bramlett, Esq.  
Corey F. Hirokawa, Esq.  
1201 West Peachtree Street, NW  
Suite 3900  
Atlanta, GA 30309

AKIN GUMP STRAUSS HAUER & FELD, LLP  
David Donahoe, Esq.  
Daniel F. McInnis, Esq.  
David Axelrod, Esq.  
1333 New Hampshire Avenue, NW  
Washington, DC 20036-1564

Attorneys for Defendant BDI Laguna Holdings, Inc.