

CAUSE NO. _____

**DANIEL M. PIDGEON, Individually and
on Behalf of STARPOWER HOME
ENTERTAINMENT SYSTEMS, INC.,**

Plaintiff,

v.

MICHAEL A. PIDGEON, DAVID K. PIDGEON, STEVEN D. PIDGEON, BARRY E. PIDGEON, TOM SCHURR, and STARPOWER HOME ENTERTAINMENT SYSTEMS, INC.,

Defendants.

IN THE DISTRICT COURT

 JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Daniel M. Pidgeon (“Daniel” or “Plaintiff”), individually and on behalf of Starpower Home Entertainment Systems, Inc. (“Starpower”) as a shareholder, and on behalf of all other shareholders similarly situated, files this Plaintiff’s Original Petition. Plaintiff joins Starpower as a party defendant. Plaintiff complains of Defendants Michael A. Pidgeon, David K. Pidgeon, Steven D. Pidgeon, Barry E. Pidgeon, Tom Schurr, and Starpower (collectively, “Defendants”) and as grounds would respectfully show the Court as follows:

I. DISCOVERY CONTROL PLAN

1. This matter is subject to Discovery Level 2 in accordance with TEXAS RULE OF CIVIL PROCEDURE 190.3. Plaintiff reserves the right to request reassignment to a different discovery control plan level.

II.
CLAIM FOR RELIEF

2. Plaintiff seeks monetary relief of more than \$5,000,000.

III.
PARTIES

3. Plaintiff is an individual residing in Dallas County, Texas.

4. Defendant Michael A. Pidgeon ("Michael") is an individual residing in Dallas County, Texas. Defendant may be served at his home at 3401 Lee Pkwy., Apt. 404, Dallas, Texas 75219, or wherever he may be found.

5. Defendant David K. Pidgeon ("David") is an individual residing in Collin County, Texas. Defendant may be served at his home at 5049 Royal Creek Lane, Plano, Texas 75093, or wherever he may be found.

6. Defendant Steven D. Pidgeon ("Steven") is an individual residing in Collin County, Texas. Defendant may be served at his home at 17408 Pauma Valley Drive, Dallas, Texas 75287, or wherever he may be found.

7. Defendant Barry E. Pidgeon ("Barry") is an individual residing in Dallas County, Texas. Defendant may be served at his home at 20 Royal Way, Dallas, Texas 75229, or wherever he may be found.

8. Defendant Tom Schurr ("Schurr") is a resident of Florida but is doing business in Texas. He may be served at his residence at 17207 Talence Court in Tampa, Florida 33647, or through the Texas Secretary of State because he is a nonresident who engages in business in this state but does not maintain a regular place of business in this state or a designated agent for service of process, and this proceeding arises out of the business done in this state and to which the nonresident is a party. Schurr regularly conducts business in Texas by acting on behalf of

Starpower as its putative Chief Operating Officer in Texas and by committing improper acts against Plaintiff in his capacity as putative Chief Operating Officer.

9. Defendant Starpower Home Entertainment Systems, Inc. is a Texas closely held corporation with its principal place of business in Dallas, Texas. Starpower may be served with process by serving its registered agent, Douglas Baer at 8226 Douglas Avenue, Suite 550, Dallas, Texas 75225.

IV. **JURISDICTION AND VENUE**

10. The Court has jurisdiction over this matter for the reason that the amount in controversy exceeds the minimum jurisdictional limits of this Court.

11. This Court has personal jurisdiction over Defendants in that all individual Defendants, except Schurr, either reside in Texas or have their principal place of business in Texas. Schurr, while a Florida resident, regularly engages in business in Texas by acting on behalf of Starpower as its putative Chief Operating Officer. Furthermore, under information and belief, Schurr regularly travels to Texas for his role as Chief Operating Officer.

12. Venue is proper in this county for the reason that all or a substantial part of the acts or omissions giving rise to the claim occurred in Dallas County, Texas, and it is the county where at least one of the Defendants reside. TEX. CIV. PRAC. & REM. CODE § 15.002.

V. **FACTUAL BACKGROUND**

13. Steven, Michael, David, and Plaintiff are brothers. Barry is their father, and Zona Pidgeon is their mother. The family maintains two main businesses, Starpower and Star Floors, Inc. ("Star Floors").

14. Plaintiff is the youngest of his siblings, and as discussed more fully below, he quickly gained the well-deserved reputation of being a leader in the consumer technology industry. Plaintiff has been primarily responsible for Starpower, and has spent the past 23 years devoting his life and career to the company. Plaintiff is an industry-leader in the consumer technology space. He is the immediate past Chairman of the Executive Board for the Consumer Technology Association (“CTA”), one of the leading iconic trade organizations for the consumer electronics industry in the nation. CTA is the owner and producer of the world’s largest trade only show, Consumer Electronics Show. Plaintiff is also a member of CTA’s Board of Industry Leaders, a member of the Dallas Chapter of Young Presidents Organization, a member of Dealerscope’s “Hall of Fame,” a board member of the Anti-Defamation League National Consumer Technology Board, an upcoming recipient of ADL’s Torch of Liberty Award, and a board member of numerous start-up enterprises and charitable organizations. He regularly speaks on issues relating to the consumer electronics industry.

15. Starpower is a corporation run by Plaintiff and David. Plaintiff is Starpower’s Chief Financial Officer, and David is Starpower’s Chief Executive Officer. However, in recent years, David has disengaged and has stopped participating in the management of Starpower; employees have complained about working with him. While Plaintiff’s role was originally head of strategic growth and operations, following David’s decreased efforts to contribute, Plaintiff took on sales, marketing, customer experience, and other roles David previously maintained. Of the more than 125 employees working at Starpower, all but 5 of them reported to Plaintiff prior to the events giving rise to this lawsuit.

16. Under Plaintiff’s management, Starpower has become one of the largest custom installers of audio/visual technologies in the country, performing thousands of installations

across the United States. Starpower has been recognized for excellence in the Consumer Electronics industry including awards such as Dealerscope Magazine's "Best of the Best" and was twice named "Best Specialty Audio Video Company in America" by the industry trade publication, along with many other trade and retail organizations.

17. Plaintiff beneficially owns approximately 21.8% of the shares of Starpower,¹ while David, Michael, Steven, and two non-family members hold the remaining shares of Starpower. Plaintiff, Michael, David, Steven, Barry, and David Kollat make up the Board of Directors of Starpower, but Plaintiff is the Chairman of the Board.²

18. Star Floors is a corporation run by Steven and Michael, but Steven, Michael, David, Plaintiff, and Zona own Star Floors in equal shares. The Board of Directors of Star Floors is composed of Plaintiff, David, Steven, Michael, and Barry. However, Michael and Steven run the operations; Plaintiff has no role in the day-to-day operation of Star Floors.

19. In recent months prior to the filing of this lawsuit, it became evident that Star Floors was in a financial crisis. To date, Star Floors is in various lawsuits with former employees, vendors, and customers. The company has been in default of its credit facilities since March of this year. These factors, coupled with Star Floors' questionable accounting methods, piqued Plaintiff's interest and concern, and it was the gross mismanagement of Star Floors that set the events in motion leading to this lawsuit. As will be more fully developed during discovery, it is believed that Star Floors has been mismanaged and run as the personal piggybank of Michael and Steven. In the face of declining business, rather than cutting salaries and scaling back expenses, those running Star Floors (Michael and Steven) instead bought a private jet to fly

¹ The 21.8% is the combined percentage of shares held by Plaintiff and a trust for the benefit of his wife, Mindi Beth Michaelson.

² Due to recent events giving rise to this lawsuit, Daniel was forced to resign from his position as a Board Member and Chairman of the Board on Wednesday, September 12, 2018.

around the country in an attempt to garner new business – extravagances that were detrimental to the ongoing operations and viability of Star Floors.

20. On or about July 19, 2018, Steven, Michael, David, Barry, and Plaintiff met to discuss how Star Floors could once again achieve financial success. The meeting was portrayed as a discussion on how to “help Star Floors survive.” During the meeting, Michael asked each brother for funds to cover current and upcoming expenses and current debts. Michael asked Plaintiff for \$100,000. Plaintiff asked for Star Floors’ financial information for the past months to evaluate how funds had been spent, which shed light on Michael and Steven’s inability to successfully run Star Floors. This solidified Daniel’s decision to separate himself from Star Floors.

21. As a means to alleviate Star Floors’ financial concerns, Plaintiff offered one of two solutions: his brothers could buy him out of Starpower and use his former salary and the financial strength of Starpower to lessen some of the financial pressure on Star Floors, or Plaintiff could purchase the brothers’ interest in Starpower, and the funds he paid them could be used to pay Star Floors’ debt.

22. Proceeding with the second option, Plaintiff provided all of the shareholders of Starpower with an initial Letter of Intent on August 23, 2018, requesting to purchase all of the 78.156% of the issued and outstanding capital stock in Starpower (not owned by him, his wife’s trust, and one of the outside shareholders who Plaintiff wanted to keep involved) at a price of \$0.7779 per share.

23. After a meeting at Barry and Zona’s house, the parties were unable to come to an agreement, and Plaintiff issued a second Letter of Intent to all parties on August 31, 2018. Following additional discussions, Plaintiff issued a third and final Letter of Intent to the

shareholders of Starpower on September 6, 2018. During the 30-day negotiation period, the brothers secretly jockeyed against one another, each apparently seeking to remain in partnership with Plaintiff to the exclusion of the other brothers. Plaintiff was in high demand because the brothers recognized his ability to create and maintain Starpower's success based on his past track record.

24. On September 8, 2018, the deadline to accept the final Letter of Intent, Plaintiff was invited to Barry and Zona's house to discuss, as he was led to believe, finalizing the Letter of Intent. When Plaintiff arrived, he was ambushed by Barry, Michael, David, Steven, and Schurr, who abruptly told him they had a Board of Directors meeting and that Plaintiff was terminated from his officer position with the company.

25. Schurr, David's best friend and now Plaintiff's purported replacement, informed him that he was Starpower's new Chief Operating Officer, and asked for Plaintiff's keys, cell phone, and any other property pertaining to Starpower. Most brazenly, Plaintiff was threatened with arrest if he set foot on the premises of any Starpower location.

26. Although Schurr alleged he was acting under the direction of Starpower's Board of Directors, Plaintiff, as Chairman of the Board, was unaware of any board meeting that had taken place. Under Starpower's Bylaws, it is mandated that all Directors are to receive notice prior to any special meeting at least 10 days prior to the meeting. Plaintiff and at least one other Director, David Kollat, were not provided with any notice.³ When told that the meeting had just occurred, Plaintiff objected to the validity of the meeting, as it had been conducted in violation of the Bylaws.

³ To date, despite requests from Daniel and his attorneys, none of the Defendants have produced any notice of any specially called Board meeting.

27. Plaintiff, as an intended third-party beneficiary of the Bylaws, was wrongfully terminated based on the unlawful actions of the Defendants. The Bylaws specifically require that a special meeting may be called by the Chairman of the Board (Plaintiff), the President, or by a majority of the Directors, but notice must be given to each Director, either by personal delivery or by U.S. mail, at least 10 days before the date of the meeting. In the absence of the 10 days' notice, the only other way for a special meeting to be effectively held requires consent in writing, signed by all members of the Board of Directors, which would necessarily have had to include Plaintiff. Although the Defendants had two avenues to effectively terminate Plaintiff, Defendants did neither. The Board Members were not provided notice of the meeting, and all members of the Board of Directors did not unanimously consent, in writing, to the meeting. Therefore, the actions taken by Defendants were outside the scope of the Bylaws, were ultra vires, and were unlawful and invalid.

28. Compliance with the Bylaws is not something that can be casually ignored. The purpose of the Bylaws, which all of the shareholders of Starpower agreed to when they adopted the Bylaws, is to provide a formal procedure for significant corporate actions, such as the termination of a company officer and/ director. Interestingly, when Starpower removed a director in 2009, the appropriate and required procedures, as defined in the Bylaws, were followed at Plaintiff's direction. With their blatant disregard of the Bylaws, Michael, David, Steven, and Barry acted as judge, jury, and punisher in their invalid attempt to remove Plaintiff from his position as Chief Financial Officer of Starpower.

29. In coordination with this unlawful ouster of Plaintiff from his position as an officer of Starpower, Defendants colluded to make a number of knowingly false and misleading

statements to third parties regarding Plaintiff's departure from the company. These statements included, but are not limited to, the following:

- a. Representing that Plaintiff had voluntarily "agreed to leave the company" sent in an email from David to all Starpower employees on September 8th at 7:10 pm the night of the meeting at Barry and Zona's house;
- b. Falsely stating that it had been "mutually decided that Daniel Pidgeon will be leaving the company to pursue other opportunities";
- c. Erroneously representing that "Tom Schurr [was] assuming the role of Chief Operating Officer of Starpower effectively immediately," with knowledge that their election of Schurr violated the Bylaws;
- d. Sending an email to Starpower's vendors that Plaintiff "voluntarily" left the company; and
- e. Misrepresenting to David Kollat, another Board Member, that Plaintiff "voluntarily stepped down" from his role at Starpower.

As the Defendants well knew, these statements were false.

30. Upon learning of this deception, Kollat contacted Plaintiff and Plaintiff explained that he did not voluntarily step down, but rather was improperly ousted from his position in an unlawful coup orchestrated by his siblings, and possibly others, without adherence to even the most basic of corporate formalities.

31. Further, Schurr, while representing himself as Chief Operating Officer of Starpower, made false representations to company employees, including that Plaintiff voluntarily walked away from Starpower after dedicating more than 23 years of his life to the company. Upon hearing this shocking and upending claim from someone who was a stranger to them, a

number of Plaintiff's direct reports reached out to confirm whether it was true – that he had abruptly walked away from the company he spent the majority of his life building. In speaking to his employees, Plaintiff told the employees to continue doing their jobs as normal, and that everything would sort itself out. Even in the face of adversity, Plaintiff continued to act in the best interest of Starpower.

32. In summary, Plaintiff never agreed to resign from Starpower, and his termination was not effective due to blatant disregard of the process and procedures mandated by the company's Bylaws.

33. Furthermore, Schurr is intentionally misrepresenting his status and position within Starpower. The Bylaws require that "[t]he officers of the Corporation shall be elected by the Board of Directors at the annual meeting of the Board of Directors provided for in Article IV, 4.2." The requisite annual meeting of Starpower did not and has not occurred, meaning that Schurr does not properly hold the position of Chief Operating Officer – or any other officer-level position – of the company.

34. Due to Plaintiff's wrongful termination and the improper and invalid Board Meeting, Plaintiff has personally suffered. He has spent the last 23 years building a reputable name for himself in the consumer technology industry. The Defendants have slandered his name in his business, and the consumer technology community, by falsely claiming, *inter alia*, that he voluntarily walked away from the company, that he mutually decided with the company to pursue other opportunities, and that he supported and approved Schurr's (ineffective) appointment as Chief Operating Officer, among other false statements. As all of the Defendants know, these claims were false when made. Furthermore, Defendants knowingly and

intentionally provided false information to vendors, employees, customers, and Board Members who were not present at the “Board Meeting” which led to Plaintiff’s termination.

35. Plaintiff’s health and daily routine have been impacted due to the stress and turmoil surrounding his unlawful removal from Starpower. The circumstances surrounding this lawsuit, specifically, his wrongful termination, the threats of incarceration upon his return to Starpower, and the steps taken by the Board of Directors to hire security to prevent his return to the premises he helped build, have resulted in difficulty sleeping, counsel from his local rabbi, and mental anguish. Furthermore, the Defendants’ actions have disrupted Plaintiff’s daily life by removing his technological devices and access to documentation and information he has been using for the last 23 years. Access to his only email address was terminated immediately without prior notification, leaving Plaintiff without a means of communicating with employees, vendors, or fellow Board Members – not to mention the 23 years of personal data existing on those devices. Furthermore, his personal belongings from more than two decades of work are held hostage in his former office. These items include, but are not limited to, family photos, credit cards, personal financial and tax information, private medical documents, personal identifying information, and other personal documents that are essential to Plaintiff’s and his family’s daily life.

36. In addition to Plaintiff’s personal suffering, Starpower and its shareholders have also significantly suffered damages, and will continue to suffer damages, with the continued mismanagement by Michael, Steven, David, and Barry, coupled with Plaintiff’s exclusion. When Plaintiff effectively ran Starpower, the company’s line of credit had a zero balance. On September 12, 2018, the Defendants borrowed \$400,000 on the credit line (a line on which Plaintiff is the personal guarantor), despite notice not to borrow any funds until the control of

Starpower was resolved. Furthermore, within days of Plaintiff's unlawful removal, funds in Starpower's bank accounts mysteriously disappeared. Upon information and belief, Defendants are funneling money from Starpower to pay Star Floors' expenses and debts. Moreover, Texas state sales tax is due September 20, 2018, and Plaintiff is the only one who has ever filed on behalf of Starpower and is likely the only person who knows how, as none of his brothers have ever shown any interest in learning. Moreover, Whirlpool's \$750,000 line of credit is in jeopardy because necessary financial information is being ignored. Furthermore, Schurr is being unlawfully compensated when he does not hold a valid position within the company, which Plaintiff is indirectly being forced to pay through his 21.8% stock ownership in the company.

VI.
CAUSES OF ACTION BY PLAINTIFF INDIVIDUALLY

COUNT ONE: BREACH OF CONTRACT/WRONGFUL TERMINATION

37. Plaintiff incorporates the allegations in the foregoing paragraphs as if stated fully herein.

38. The Bylaws are a valid and enforceable contract. Plaintiff, as an officer, shareholder, and director of Starpower, was an intended third-party beneficiary of the Bylaws. Defendants materially breached the Bylaws by failing to properly abide by the applicable terms set forth in the Bylaws relating to the call of a special meeting of the Board of Directors and the removal of an officer of the company. Defendants' knowing breach injured Plaintiff, which resulted in damages, including those resulting from the inability to continue his employment past and future lost income, consequential damages, and damages resulting from having to proceed with this lawsuit after repeated requests for Defendants to remedy their breach, which Plaintiff will seek from Defendants, plus interest, court costs, and reasonable and necessary attorney's fees.

COUNT TWO: DEFAMATION AND BUSINESS DISPARAGEMENT

39. Plaintiff incorporates the allegations in the foregoing paragraphs as if stated fully herein.

40. Defendants published, verbally and in writing, on more than one occasion, statements referring to Plaintiff and his separation from Starpower, which were defamatory and false. Defendants knowingly made these false statements.

41. Schurr, with the support of Defendants, represented to employees that Plaintiff resigned voluntarily and walked away from Starpower after 23 years. David represented to employees and vendors that Plaintiff “mutually agreed” to leave Starpower. These published statements were defamatory, false, and libelous, impeached Plaintiff’s honesty, integrity, virtue, and reputation, and were intended to injure him.

42. With regard to the truth of the statements, Defendants acted with actual malice, negligence, or without regard to fault. Defendants knew the statements in question were false, as they were the ones who improperly attempted to terminate him the night of the alleged “Board Meeting.” As a direct and proximate result of Defendants’ conduct, Plaintiff suffered damages, including consequential damages, special damages, nominal damages, pecuniary and non-pecuniary injuries, including loss of reputation, loss of goodwill and loss of profits that have yet to be fully realized and calculated. Plaintiff is also seeking from Defendants all applicable interest and court costs.

VII.
CAUSES OF ACTION ON BEHALF OF STARPOWER

COUNT THREE: BREACH OF CORPORATE BYLAWS

43. Plaintiff incorporates the allegations in the foregoing paragraphs as if stated fully herein.

44. Defendants exceeded their authority under the Bylaws by attempting to bypass the corporate formalities and remove Plaintiff as the Chief Financial Officer of Starpower without complying with the requirements of the Bylaws. The Defendants engaged in ultra vires activities by acting outside the scope of, and in dereliction of, the procedures established in the Bylaws. Defendants' actions were injurious to both Starpower and the shareholders, including abusing their power as Directors. Defendants' actions were not mere mismanagement, neglect, or abuse of discretion; rather, Defendants knowingly, fraudulently, and maliciously intended to bypass the corporate formalities to illegally oust Plaintiff from Starpower. Defendants were aware of the appropriate procedures used to remove an officer, as the Board of Directors appropriately removed an officer in 2009. However, in this case, Defendants chose to act unlawfully, and in a manner that caused significant damages to Starpower. Starpower (and as a shareholder, Plaintiff) has been damaged in an amount in excess of the minimum jurisdictional limits of this Court and is entitled to recover direct and consequential damages from Defendants.

COUNT FOUR: BREACH OF FIDUCIARY DUTY

45. Plaintiff incorporates the allegations in the foregoing paragraphs as if stated fully herein.

46. Defendants, as Starpower's officers and directors, owe fiduciary duties to the shareholders of the company, including but not limited to, the duty of obedience, the duty to exercise care in the management of corporate affairs, and the duty of loyalty. Defendants

breached those duties by prioritizing their personal vendetta of exiling Plaintiff from the company above what would be in the best interests of all of the shareholders of the company, including Plaintiff.

47. Defendants have misappropriated and misused funds within the days following Schurr's "takeover" as Chief Operating Officer. Upon information and belief, the misappropriation includes, but is not limited to, the unlawful compensation of Schurr as Chief Operating Officer despite the invalidity of his "election," the mysteriously depleted bank accounts, the dereliction of Whirlpool's line of credit, increasing credit lines on which Plaintiff is a personal guarantor, and the potential for misuse with corporate credit cards.

48. These misappropriations and potential misuse reduce the value of Starpower and negatively affect the shareholders' interest. As a result of the Board of Directors' actions, Starpower has suffered damages, both compensatory and consequential, in an amount in excess of the minimum jurisdictional limits of this Court and is entitled to recover.

COUNT FIVE: CORPORATE WASTE

49. Plaintiff incorporates the allegations in the foregoing paragraphs as if stated fully herein.

50. Defendants ousted Plaintiff a matter of days ago, and since that time, the bank accounts have been depleted, lines of credit now have substantial balances, and Starpower is unlawfully compensating Schurr as Chief Operating Officer. The substantial waste of corporate assets reduces Starpower's value and negatively affects the shareholders' interest in the company. Defendants' actions and participation to engage in corporate waste have caused damages, both compensatory and consequential to Starpower in an amount in excess of the minimum jurisdictional limits of this Court and is entitled to recover.

COUNT SIX: CONSPIRACY

51. Plaintiff incorporates the allegations in the foregoing paragraphs as if stated fully herein.

52. Defendants conspired to accomplish their collective breaches of the fiduciary duties owed to the shareholders of Starpower. The Defendants had a meeting of the minds to act in violation of the Bylaws and unlawfully oust Plaintiff from his position as Chief Financial Officer. The meeting at Barry and Zona's house, and the events taking place at the house, constituted an overt act to further the object of their conspiracy. Furthermore, following these improper acts taken in violation of the Bylaws, upon information and belief, the Defendants conspired to provide false and misleading information to Starpower employees, vendors, and the public regarding the terms of Plaintiff's separation from Starpower.

53. Defendants are jointly and severally liable to Starpower because of the actions detailed herein. Plaintiff has been damaged in an amount in excess of the minimum jurisdictional limits of this Court and is entitled to recover.

COUNT SEVEN: EXEMPLARY DAMAGES

54. Plaintiff incorporates the allegations in the foregoing paragraphs as if stated fully herein.

55. Defendants committed the tortious acts described herein with malice, gross negligence, and fraud, as those terms are defined by Chapter 41 of the Texas Civil Practice and Remedies Code. Therefore, Plaintiff is entitled to, and requests, an award of exemplary damages in an amount the trier of fact finds sufficient. *See* TEX. CIV. PRAC. & REM. CODE § 41.001, *et. seq.*

COUNT EIGHT: ATTORNEYS' FEES

56. Plaintiff incorporates the allegations in the foregoing paragraphs as if stated fully herein.

57. As a result of Defendants' actions, it was necessary for Plaintiff to employ the services of the undersigned counsel to conduct this litigation. Plaintiff is entitled to recover a sum equal to all reasonable attorneys' fees and costs of court incurred in prosecuting this lawsuit, as well as all post-judgment proceedings and appellate proceedings, in accordance with Chapter 38 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE.

VIII. CONDITIONS PRECEDENT

58. All conditions precedent to Plaintiff's recovery against Defendants have been fully performed, have occurred, or have been waived.

IX. REQUEST FOR DISCLOSURE

59. Pursuant to Texas Rule of Procedure 194, Plaintiff requests that Defendant disclose, within 50 days of the service of this request, the information or material described in Rule 194.2.

X. JURY DEMAND

60. Plaintiff demands that this Court empanel a lawful jury to hear this case.

XI. PRAYER

WHEREFORE, Plaintiff respectfully requests that the Court enter a judgment for Plaintiff against Defendants Michael A. Pidgeon, David K. Pidgeon, Steven D. Pidgeon, Barry E. Pidgeon, Tom Schurr, and Starpower as requested above, that Plaintiff be awarded reasonable

attorneys' fees incurred by Plaintiff in prosecuting this action, as well as prejudgment interest, post-judgment interest, costs, compensatory damages, consequential damages, special damages exemplary damages, and expenses of suit herein, and such other and further relief to which Plaintiff may be justly entitled.

Respectfully submitted,

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