

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF GEORGIA  
COLUMBUS DIVISION

AMERICAN SOUTHERN HOMES  
HOLDINGS, LLC and ASH-GRAYHAWK,  
LLC,

Plaintiffs,

vs.

CASE NO. 4:21-cv-95 (CDL)

DAVID B. ERICKSON, GH LOT  
HOLDINGS, INC., GH LOT HOLDINGS  
OF ATLANTA, CORP., GH LOT  
HOLDINGS OF SOUTH CAROLINA,  
INC., TIGER CREEK DEVELOPMENT,  
INC., CUSSETA ROAD, LLC, SAGE  
DEVELOPMENT, INC., ERICKSON  
INVESTMENTS, INC., WINDSONG  
BONACRE, LLC, GREY ROCK  
DEVELOPMENT, LLC, CARROLLTON  
DEVELOPMENT, LLC, and ROSE ANNE  
ERICKSON,

Defendants.

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**J U D G M E N T**

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Based on the jury verdict dated September 26, 2023, the rulings made by the Court before and during trial, the order on Rose Anne Erickson's motion to dismiss (ECF No. 122), and the order on the parties' summary judgment motions (ECF No. 209), JUDGMENT is entered as follows:

1. On Plaintiffs' Count One, Breach of Consulting Agreement, in favor of American Southern Homes Holdings, LLC and ASH-Grayhawk, LLC and against David Erickson in the amount of \$1.00 (Jury Verdict, Section A). Plaintiffs shall recover \$1.00 from

Defendant David Erickson, plus any attorney's fees and litigation expenses as provided under the Consulting Agreement and as determined by the Court as agreed to by the parties prior to trial. If these fees and expenses are awarded after briefing by the parties, the judgment will be modified accordingly.

2. On Plaintiffs' Count Two, Breach of Land Purchase Agreement, in favor of David Erickson, Rose Anne Erickson, GH Lot Holdings, Inc., Tiger Creek Development Inc., Cusseta Road LLC, Grey Rock Development LLC, Windsong Bonacre LLC, Erickson Investments Inc., Carrollton Development, LLC, and Sage Development Inc. and against American Southern Homes Holdings, LLC and ASH-Grayhawk, LLC (Order on Motion to Dismiss (July 11, 2022), ECF No. 122; Summary Judgment Order (June 15, 2023), ECF No. 209; Stipulation, ECF No. 284; Jury Verdict, Section C). Plaintiffs shall recover nothing from Defendants on this Count.
3. On Plaintiffs' Count Three, Breach of Asset Purchase Agreement, in favor of David Erickson and against ASH-Grayhawk, LLC (Summary Judgment Order (June 15, 2023), ECF No. 209). Plaintiffs shall recover nothing from Defendants on this Count.
4. On Plaintiffs' Count Four, Breach of Copyright Assignment Agreement, in favor of GH Lot Holdings, Inc. and against ASH-Grayhawk, LLC (Summary Judgment Order (June 15, 2023), ECF No.

- 209). Plaintiffs shall recover nothing from Defendants on this Count.
5. On Plaintiffs' Count Five, Copyright Infringement, in favor of David Erickson, GH Lot Holdings, Inc., GH Lot Holdings of Atlanta Corp., and GH Lot Holdings of South Carolina, Inc. and against ASH-Grayhawk, LLC (Summary Judgment Order (June 15, 2023), ECF No. 209). Plaintiffs shall recover nothing from Defendants on this Count.
  6. On Plaintiffs' Count Six, Breach of Trademark Assignment Agreement, in favor of GH Lot Holdings, Inc. and against ASH Grayhawk, LLC (motion for judgment as a matter of law granted during trial). Plaintiffs shall recover nothing from Defendants on this Count.
  7. On Plaintiffs' Count Seven, Federal Unfair Competition, in favor of David Erickson, GH Lot Holdings, Inc., GH Lot Holdings of Atlanta Corp., and GH Lot Holdings of South Carolina, Inc. and against ASH-Grayhawk, LLC (Order (Sept. 21, 2023), ECF No. 328). Plaintiffs shall recover nothing from Defendants on this Count.
  8. On Plaintiffs' Count Eight, Georgia Trademark Infringement, in favor of David Erickson, GH Lot Holdings, Inc., GH Lot Holdings of Atlanta Corp., and GH Lot Holdings of South Carolina, Inc. and against ASH-Grayhawk, LLC (Order (Sept. 21, 2023), ECF No.

328). Plaintiffs shall recover nothing from Defendants on this Count.

9. On Plaintiffs' Count Nine, Georgia Uniform Deceptive Trade Practices Act, in favor of in favor of David Erickson, GH Lot Holdings, Inc., and GH Lot Holdings of Atlanta Corp and against ASH-Grayhawk, LLC (Order (Sept. 21, 2023), ECF No. 328). Plaintiffs shall recover nothing from Defendants on this Count.
10. Plaintiffs' Count Ten, South Carolina Unfair Trade Practices Act, in favor of David Erickson, GH Lot Holdings, Inc. and GH Lot Holdings of South Carolina, Inc. and against ASH-Grayhawk, LLC (abandoned before trial). Plaintiffs shall recover nothing from Defendants on this Count.
11. On Defendants' Counterclaim Count One, Declaratory Judgment regarding the Asset Purchase Agreement, in favor of American Southern Homes Holdings, LLC and ASH-Grayhawk, LLC and against David Erickson and GH Lot Holdings, Inc. (Summary Judgment Order (June 15, 2023), ECF No. 209). Defendants shall recover nothing from Plaintiffs on this Counterclaim.
12. On Defendants' Counterclaim Count Two, Breach of Warranty Holdback under Asset Purchase Agreement, in favor of David Erickson and GH Lot Holdings, Inc. and against ASH-Grayhawk, LLC in the amount of \$107,642.49. (Summary Judgment Order (June 15, 2023), ECF No. 209; clarified during Pretrial Conference, August 15, 2023 (ECF No. 314)). Defendants David Erickson and

GH Lot Holdings, Inc. shall recover \$107,642.49 against ASH-Grayhawk, LLC on this Counterclaim.

13. On Defendants' Counterclaim Count Three, Breach of Asset Purchase Agreement (Reeves Contract), in favor of ASH-Grayhawk, LLC and against David Erickson and GH Lot Holdings, Inc. (Summary Judgment Order (June 15, 2023), ECF No. 209). Defendants shall recover nothing from Plaintiffs on this Counterclaim.

14. On Defendants' Counterclaim Count Four, Breach of Land Purchase Agreement (Buyer's Default Under LPA), in favor of American Southern Homes Holdings, LLC and ASH-Grayhawk, LLC and against all Defendants (Summary Judgment Order (June 15, 2023), ECF No. 209). Defendants shall recover nothing from Plaintiffs on this Counterclaim.

15. On Defendants' Counterclaim Count Five, Breach of Consulting Agreement, in favor of American Southern Homes Holdings, LLC and ASH-Grayhawk, LLC and against David Erickson (Summary Judgment Order (June 15, 2023), ECF No. 209; Jury Verdict, Section B). Defendant David Erickson shall recover nothing from Plaintiffs on this Counterclaim.

16. On Defendants' Counterclaim Count Six, Transition Services Agreement, in favor of ASH-Grayhawk, LLC and against David Erickson and GH Lot Holdings, Inc. (claim abandoned as recognized in Summary Judgment Order (June 15, 2023), ECF No.

209). Defendants shall recover nothing from Plaintiffs on this Counterclaim.

17. Defendants' Counterclaim Count Seven, Quantum Meruit Claim, in favor of ASH-Grayhawk, LLC and against David Erickson and GH Lot Holdings, Inc. (claim abandoned during trial). Defendants shall recover nothing from Plaintiffs on this Counterclaim.

The parties shall bear their own costs except to the extent that this judgment is modified in the future after briefing on whether Plaintiffs are entitled to costs from David Erickson as part of their litigation expenses under Count 1.

In summary, Plaintiffs shall recover \$1.00 from Defendant David Erickson; and Defendants David Erickson and GH Lot Holdings, Inc. shall recover \$107,642.49 from Plaintiff ASH-Grayhawk, LLC., with each amount accruing post-judgment interest at the legal rate of 5.46%.

IT IS SO ORDERED, this 26th day of September, 2023.

S/Clay D. Land  

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CLAY D. LAND  
U.S. DISTRICT COURT JUDGE  
MIDDLE DISTRICT OF GEORGIA