ADDING VALUE IN LITIGATION
SPEAKING FROM EXPERIENCE

Breach of Contract; Breach of Fiduciary Duty; Detrimental Reliance

Wm. C. Davis v. Ernest L. Parker
Docket No: CV 91-2493; U.S. District Court for the Western District of Louisiana - Lafayette Division

Counsel for Plaintiff: Rush, Rush & Calagero
Expert for Plaintiff: **Marc S. Margulis, C.F.A., A.S.A., M.B.A.**

Mr. Davis, Mr. Parker (who was Mr. Davis' lawyer) and two other parties, together acquired Campbell Wells Corporation, an oil field waste treatment and disposal facility.

In response to financial difficulties experienced by Mr. Davis at a later point in time. Mr. Parker advised Mr. Davis to transfer his interest in Campbell Wells to him to be held in trust and to be returned when requested to do so. Subsequently, Mr. Davis requested the return of his transferred interest whereupon Mr. Parker refused the request. Campbell Wells was later sold by Mr. Parker to a publicly-traded company for stock.

Mr. Margulis presented testimony on the value of Campbell Wells Corporation at various points in time including on the date of acquisition, the date of transfer and on the date of the merger. In addition, we presented testimony on the value of the stock received as consideration for Campbell Wells in the merger.

Jury found the defendant liable on all causes of action and awarded $14,000,000 to the plaintiff.