FALCON RESOURCES, L.L.C. : NUMBER: 569,917, “B”

VERSUS : FIRST JUDICIAL DISTRICT COURT

TIGER EYE OILFIELD SERVICE AND

OPERATIONS, L.L.C. : CADDO PARISH, LOUISIANA

**JUDGMENT ON REQUEST FOR PRELIMINARY INJUNCTION**

**(WITH REASONS)**

 In response to the petition, court order of executory process and writ of seizure and sale filed July 19, 2013 by Falcon Resources, L.L.C., Tiger Eye Oil Field Service (“Tiger Eye”) and Operations, L.L.C. filed a request for temporary restraining order (which the court denied) and a request for preliminary injunction. Trial on the injunctive request issue was held February 10, 2014 with testimony adduced from Brian S. Free, Jr., manager of Tiger Eye, and Ray S. Moore, Jr., manager of Falcon. Having thoroughly considered the entire record, applicable law, post-hearing arguments and for reasons that follow, the Court concludes that the request for a preliminary injunction should be denied: (1) Although it could have been made more clear by virtue of a document signed by Brian Free in his individual capacity, the mortgage and collateral documents evidence Mr. Free’s individual consent and authority to encumber the Sabine Parish property. See Louisiana Civil Code art. 3021 and LSA – R.S. 12:1317 (c); (2) Tiger Eye was unable to carry its burden of proving irreparable injury. Specifically the term applies to an injury or loss which cannot be compensated in monetary damages or be measured by pecuniary standards. The fact that Mr. Free inherited the property and/or that it holds sentimental value does not amount to irreparable injury under the law; (3) the fact that Mr. Free did not read or understand the documents (nor did he retain a lawyer to do so) is obviously not a legal basis upon which to later nullify the obligation. Certainly, Mr. Free understood that he was mortgaging the Sabine tract in connection with his obligation to Falcon.

 Accordingly:

 **IT IS ORDERED, ADJUDGED AND DECREED that the request for preliminary injunction by Tiger Eye Oil Field Service and Operations, L.L.C. is denied at its costs.**

Signed this18th day of February, 2014 in Shreveport, Caddo Parish, Louisiana.

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 SCOTT J. CRICHTON

 DISTRICT JUDGE

DISTRIBUTION:

Kevin W. Hammond, Counsel for Falcon Resources, L.L.C.

Jonathan Raburn, Counsel for Tiger Eye Oilfield Service and Operations, L.L.C.