

CAUSE NO. 199-01982-2014

iOLAP, Inc.	§	IN THE DISTRICT COURT
Plaintiff	§	
	§	
v.	§	
	§	
GIA TECHNOLOGY, INC.,	§	COLLIN COUNTY, TEXAS
ON DECK MANAGEMENT, INC.	§	
CHRISTIN BIRCH,	§	
CHARLES J. WELNACK,	§	
MARK E. FRANKFURT,	§	
JEFFREY P. WEBNER,	§	
THOMAS P. COSTELLO, AND	§	
JEFFREY R. MCMURPHY,	§	
Defendants.	§	199th JUDICIAL DISTRICT

DEFAULT JUDGMENT

On November 5, 2015 the Court heard Plaintiff's Motion for Default Judgment against On Deck Management, Inc. ("On Deck"), Mark E. Frankfurt ("Frankfurt") (collectively, On Deck and Frankfurt are the "On Deck Defendants") and GIA Technology, Inc. ("GIA Defendant").

1. The Plaintiff, iOLAP, Inc., appeared through Plaintiff's attorney of record.
2. The GIA Defendant was duly served of process on July 28, 2014 according to law, however, GIA Defendant failed to appear on its behalf, but wholly made default.
3. The Court finds that the citation to the GIA Defendant with the officer's return has been on file over ten (10) days exclusive of this date and the day of service, accordingly the GIA Defendant has been properly served with citation.
4. The On Deck Defendants entered an appearance by and through their prior attorney of record. The attorney of record for the On Deck Defendants withdrew on January 7, 2015, and the On Deck Defendants provided no substitute attorney of record to represent them.

5. The Court, having examined the pleadings on file and the default judgment evidence, finds that no genuine issues of fact exist and Plaintiff is entitled, as a matter of law, to a post answer default judgment in its favor against the On Deck Defendants.

6. The Court therefore finds: (a) GIA Defendant must pay subcontractors and defend, indemnify, and hold harmless iOLAP from any suits arising out of GIA Defendant's failure to pay subcontractors, as provided for in the CSA; and (b) On Deck Defendants must pay subcontractors and defend, indemnify, and hold harmless iOLAP from any suits arising out of On Deck Defendants' failure to pay subcontractors.

7. The Court further finds that the Plaintiff, iOLAP, Inc., ought to recover of and from GIA Defendant and On Deck Defendants, jointly and severally, \$172,328.25, plus attorney fees and expenses in the amount of \$33,000, and that costs of suit be taxed against GIA Defendant and On Deck Defendants, jointly and severally.

8. The Court further finds that the separateness of Gia Technology, Inc. and Birch had ceased such that Birch was the alter ego of Gia Technology, Inc.

9. The Court further finds that the separateness of On Deck Management, Inc. and Frankfurt had ceased such that Frankfurt was the alter ego of On Deck Management, Inc.

10. The Court further finds that Plaintiff is entitled to such other and further relief at law or in equity to which Plaintiff may show itself justly entitled.

It is therefore, ORDERED, ADJUDGED AND DECREED by this Court that Plaintiff, iOLAP, Inc., should have and recover of the Defendants, GIA Technology, Inc., On Deck Management, Inc. and Mark E. Frankfurt, jointly and severally, \$172,328.25, plus reasonable attorney fees and expenses in the amount of \$33,000, with all costs expended in this matter, plus

pre-judgment interest of \$62,040, plus interest at the rate of one and one-half percent from entry of judgment and that execution issue.

Signed on November 10, 2015


JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

By: /s/ Jonathan A. Paul
Jonathan A. Paul
Texas State Bar No. 00797224
ATTORNEY FOR PLAINTIFF iOLAP, INC.