

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF FLORIDA
GAINESVILLE DIVISION**

**UNITED STATES OF AMERICA, *ex rel.*
ANDREW HERSH,**

Plaintiff,

v.

Case No. 1:20-cv-231-AW-HTC

PATRICK WALSH, et al.,

Defendants.

**ORDER RECOGNIZING INTERVENTION, LIFTING SEAL IN PART,
AND DIRECTING ENTRY OF CONSENT JUDGMENT**

Relator Andrew Hersh initiated this *qui tam* action under the False Claims Act. Defendants are Patrick Walsh; American Blimp Company, LLC; Walsh Family Land Corp.; Airsign, Inc.; Airsign Airship Group, LLC; Airsign Group, LLC; Airsign Airships Latin America, LLC; Airsign Airships Asia Pacific, LLC; Airsign Airships Repair Station, LLC; Aero Capital, LLC; Eagle Ridge Management Group, LLC d/b/a Shiloh Oil Company; and Shiloh Oil Company, LLC. The complaint alleges that Defendants knowingly submitted, or caused others to submit, false claims and false statements to the United States Small Business Administration under the Paycheck Protection Program and Economic Injury Disaster Loan programs. ECF No. 1.

There are several pending issues. First, the Relator filed a notice of voluntary dismissal without prejudice of Defendant Shiloh Oil Company, LLC. ECF No. 27.

The United States consented to the dismissal. ECF No. 25 at 2. The consented notice effects the dismissal. *See* Fed. R. Civ. P. 41(a)(1)(A)(i); *Plains Growers, Inc. v. Ickes-Braun Glasshouses, Inc.*, 474 F.2d 250, 253 (5th Cir. 1973) (“[A] plaintiff is entitled to a dismissal against one defendant under Rule 41(a), even though the action against another defendant would remain pending.”); *see also Rosell v. VMSB, LLC*, 67 F.4th 1141, 1144 n.2 (11th Cir. 2023). This order confirms that the case has been dismissed against Shiloh Oil Company, LLC.

The United States filed a notice of intervention. ECF No. 26. The United States has the statutory right to intervene. 31 U.S.C. § 3730(b)(4). Its intervention is effective upon notice. Because it intervened, the United States (and not the Relator) now prosecutes the case. *Id.* § 3730(b)(4)(A).

With its notice of intervention, the United States included a request to unseal the following documents: the Complaint (ECF No. 1); the notice of election, proposed consent judgment, and proposed order to unseal (ECF No. 26); and any filings after entry of this order. ECF No. 26 at 3. It separately moved to maintain the seal as to other documents. ECF No. 31. Because the United States has shown good cause for some documents to remain sealed, those docket entries will all remain sealed. This order, and everything that comes after it, will not be sealed.

The filing also included a notice of settlement with a consented judgment. ECF No. 26-1. Based on the parties’ consent, judgment will issue in favor of the

United States and against the remaining Defendants. The court understands from the recent telephonic hearing that the Relator and Defendants have settled the issue of fees and costs and will be shortly submitting a separate proposed judgment as to that issue. Upon entry of that later judgment, the court will close the file.

It is now ORDERED:

1. Based on the stipulation of dismissal, claims against Defendant Shiloh Oil Company, LLC, are dismissed without prejudice.

2. The motion to maintain certain filings under seal (ECF No. 31) is GRANTED.

3. The clerk will unseal the following docket entries: ECF No. 1; ECF No. 25; ECF No. 26 (including all attachments); and ECF No. 27. All other filings preceding this order will remain under seal. This order will not be sealed, nor will any subsequent filings, absent further court order.

4. The clerk will enter a judgment that says the following:

CONSENT JUDGMENT

Upon the consent of Plaintiff United States of America and Defendants Patrick Walsh, Aero Capital LLC, Airsign Airship Group LLC, Airsign Airships Repair Station, LLC, Airsign Airships Asia Pacific, LLC, Airsign Airships Latin America, LLC, Airsign Group LLC, Airsign, Inc., American Blimp Company, LLC, Eagle Ridge Management Group LLC d/b/a Shiloh Oil Company, and Walsh Family Land Corp., it is hereby:

ORDERED, ADJUDGED, AND DECREED that Plaintiff United States of America is awarded Judgment against Defendants in the following amounts, which total \$20,074,458.70:

Aero Capital LLC, jointly and severally with Patrick Walsh, in the amount of \$237,500.

Airsign Airship Group LLC, jointly and severally with Patrick Walsh, in the amount of \$95,000.

Airsign Airships Repair Station, LLC, jointly and severally with Patrick Walsh, in the amount of \$2,758,400.80.

Airsign Airships Asia Pacific, LLC, jointly and severally with Patrick Walsh, in the amount of \$1,488,220.

Airsign Airships Latin America, LLC, jointly and severally with Patrick Walsh, in the amount of \$2,830,200.

Airsign Group LLC, jointly and severally with Patrick Walsh, in the amount of \$2,739,800.

Airsign, Inc., jointly and severally with Patrick Walsh, in the amount of \$3,306,340.

American Blimp Company, LLC, jointly and severally with Patrick Walsh, in the amount of \$1,687,789.40.

Eagle Ridge Management Group LLC d/b/a Shiloh Oil Company, jointly and severally with each other and with Patrick Walsh, in the amount of \$375,000.

Walsh Family Land Corp., jointly and severally with Patrick Walsh, in the amount of \$841,830.

Patrick Walsh, in the additional amount of \$3,714,378.50.

SO ORDERED on February 18, 2025.

s/ Allen Winsor
United States District Judge