

**IN THE UNITED STATES COURT OF APPEALS  
FOR THE FIFTH CIRCUIT**

United States Court of Appeals  
Fifth Circuit

**FILED**

June 24, 2009

Charles R. Fulbruge III  
Clerk

\_\_\_\_\_  
No. 08-40981  
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DALLAS GAS PARTNERS, L.P.,

Plaintiff-Appellant,

versus

PROSPECT ENERGY CORPORATION;  
PROSPECT CAPITAL MANAGEMENT, LLC; JOHN F. BARRY;  
JOHN HOPLEY; M. GRIER ELIASEK; ERIC KLAUSSMANN,

Defendants-Appellees.

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DALLAS GAS PARTNERS, L.P.,

Plaintiff-Appellant,

versus

PROSPECT CAPITAL MANAGEMENT, LLC; JOHN F. BARRY;  
JOHN HOPLEY; M. GRIER ELIASEK; ERIC KLAUSSMANN,

Defendants-Appellees.

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Appeal from the United States District Court  
for the Southern District of Texas  
No. 3:04-CV-669

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Before JOLLY, SMITH, and BENAVIDES, Circuit Judges.

PER CURIAM:\*

Dallas Gas Partners, L.P. (“Dallas Gas”), sued the various defendants for fraud, breach of fiduciary duty, and tortious interference with a contract. The defense was that Dallas Gas had released its claims; the parties dispute whether Dallas Gas was a party to the release. The district court granted summary judgment to the defendants.

We have reviewed the briefs and have heard the arguments of counsel. We have consulted pertinent parts of the record, including the subject agreements, and have researched the applicable law. The judgment is legally sound, and it is fair. Dallas Gas erred in not reading the addendum that effected the release, and Dallas Gas ratified the release by keeping the sums received under the contract.

The judgment is **AFFIRMED**, essentially for the reasons given by the district court and the magistrate judge.

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\* Pursuant to 5TH CIR. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.