

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

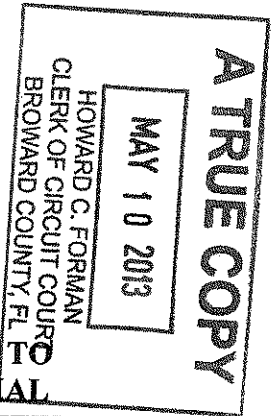
CASE NO. 12-24051 (07)
COMPLEX LITIGATION UNIT

MATTHEW CARONE, as Trustee for the Carone
Marital Trust #2 UTD 1/26/00, et al.,

Plaintiffs,

v.

MICHAEL D. SULLIVAN, individually,
Defendant.



**MICHAEL SULLIVAN OBJECTION TO CONSERVATOR'S MOTION TO
RETAIN AND COMPENSATE BERGER SINGERMAN, LLP AS SPECIAL
LITIGATION COUNSEL IN THE MICHAEL D. SULLIVAN, ET AL.' MATTER
AND APPROVING THE CONTINGENCY COMPENSATION AGREEMENT**

1. My name is Michael Sullivan. I am a defendant named in the above entitled action as well as a partner in S&P Partnership and P&S Partnership.
2. I file this objection in opposition to the Conservator's Motion to retain and compensate Berger Singerman, LLP as Special Litigation Counsel in the Michael D. Sullivan, Et Al.' Matter and approving the Contingency Fee Compensation Agreement.
3. The matter originates from the initial filing of the above entitled complaint against me by a number of minority partners and the subsequent entry of an order appointing a Conservator on behalf of S&P Partnership and P&S Partnership (the "Partnerships").
4. The instant motion seeks to approve the retention and compensation of Berger Singerman, LLP with respect to a certain matter styled as *Margaret Smith, et al, v. Michael D. Sullivan, et al*, (the "Insider Matter"), an action which was never authorized by the Partnerships, but the result of the illegal actions of Margaret Smith acting in

concert with Berger Singerman, all in violation of the Partnership Agreements. The Conservator now seeks to ratify these illegal actions.

5. It is crystal clear that Berger Singerman currently cannot represent the interest of either of the Partnerships, since it represents the interest of the Plaintiffs, in the above captioned matter, who are minority partners in interest in both the Partnerships.
6. As such, Berger Singerman, LLP has a clear conflict of interest and cannot represent the best interests of either Partnership, since their loyalties lie with maximizing the recovery to its current clients.
7. The only way Berger Singerman could represent the interests of the Partnership would be to distribute and collect conflict waivers from a majority of the Partners in accordance with the Partnership Agreements.
8. Based upon the manner in which the Insider Matter was initiated, Berger Singerman, LLP should be disqualified by the Court in representing the Partnerships, the Conservator or any Managing General Partner in any matter other than the above captioned matter, since they never sought the authorization of the Partners.
9. The Conservator's objectivity has obviously been tainted by discussions had with Berger Singerman, LLP, the Plaintiffs in the above entitled action and Margaret Smith prior to the entry of the order appointing the Conservator. The preceding professionals and the minority partners stand to benefit financially if this suit and the others commenced by Margaret Smith through Berger Singerman are allowed to proceed.
10. What is fascinating about the instant Motion is that there has been no evidence in terms of accounting or bank records, cash receipt or disbursement journals which would establish the basis for moving forward in this action as well as the others.

11. The Plaintiffs in this action, and now, the Conservator simply rely on conclusory allegations launched by Berger Singerman, who were never authorized to represent the Partnership in any litigation, and further, by reason of conflict are prohibited from doing so.
12. From the date of his appointment, Mr. von Kale has not acted in the best interest of the Partnership consistent with your Honor's directive that Mr. von Kale be impartial and objective as is evident from his filing the instant Motion.
13. I am certain that if the Conservator truly feels the Insider Matter is not just another attempt to run up fees or line Berger Singerman's pockets, they surely can find different counsel, other than Berger Singerman, LLP or any of its affiliates to represent the Partnerships.
14. Based upon the foregoing, I am requesting that the Court deny the Conservator's Motion and that an evidentiary hearing be convened to determine whether the Conservator has conducted a cost benefit analysis in pursuing the Net Winner Matter and whether the initial filing of the Insider Matter was done so in violation of the Partnership Agreements.



Michael Sullivan

Copies furnished to:
Thomas M. Messana, Esq. Berger Singerman and all interested parties.