

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

CASE NO: 12-034123 (07)

Complex Litigation Unit

P&S ASSOCIATES, GENERAL PARTNERSHIP,
et. al.,
Plaintiffs,

vs.

MICHAEL D. SULLIVAN, *et al.*,
Defendants.

**PLAINTIFFS' *CORRECTED*¹ RESPONSE TO DEFENDANT FRANK AVELLINO'S
RENEWED MOTION TO COMPEL THE PRODUCTION OF DOCUMENTS**

Plaintiffs, by and through the undersigned counsel, hereby file this *Corrected* Response to Defendant Frank Avellino's ("Avellino") Renewed Motion to Compel Plaintiffs to Produce Documents (the "Motion") and in support thereof state:

1. Avellino claims that Plaintiffs are thwarting discovery by failing to address issues concerning entries in a privilege log. Avellino first raised the issue of sufficiency of entries in March, 2016, but withdrew his objection without prejudice to pursue his claim that Plaintiffs have waived their attorney client privilege for **all communications**, by claiming that Avellino was involved in the management of the Partnerships.

2. On June 30, 2016, without providing Plaintiffs with any notice of his intent to renew those objections, Avellino raised the issue of the sufficiency of Plaintiffs' privilege log

¹ Corrected to attach correct **Exhibit 2**.

entries. Based on Plaintiffs' agreement, the Court directed the parties to meet and confer to resolve the dispute.

3. Avellino did not specify the basis for any objections to Plaintiffs privilege log entries. Notwithstanding Avellino's failure to cooperate in the Court ordered meet and confer process, Plaintiffs have reviewed the documents designated by Avellino and are prepared to produce some of them to Avellino, provided that Avellino confirms the extent and scope of entries he seeks to challenge. *See Exhibit "1"*. Avellino has refused to confirm whether there are additional documents designated in Plaintiffs privilege log to which he has an objection.

4. Avellino refuses to confirm the nature of his objections to entries to Plaintiffs' privilege log, because it could somehow jeopardize his claim that Plaintiffs have waived their attorney client privilege, and refuses to address the issue of Plaintiffs' privilege log.

5. Despite the fact that the Court has declined to find a blanket waiver on two previous occasions, Avellino continues to maintain the Plaintiffs have waived the attorney client privilege by claiming that he was involved in the management of the Partnerships.

6. However, the fact that privileged information may be relevant to Avellino's defense, does not constitute a waiver of any privilege. Plaintiffs have not interjected issues into this case which require a waiver of the accountant client or attorney client privilege. Plaintiffs have not alleged that Avellino or Bienes controlled the Partnerships attorneys or accountants. Instead they alleged that Avellino and Bienes exercised control over Michael D. Sullivan. As set forth in Plaintiffs' Response to the original Motion, Plaintiffs have made produced non-privileged materials to support their position. **Exhibit "2."**

7. Avellino relies on *First S. Baptist Church of Mandarin, Florida, Inc. v. First Nat. Bank of Amarillo*, 610 So. 2d 452, 454 (Fla. 1st DCA 1992) and argues that “a party who injects an issue into the litigation, which goes to the heart of the litigation, cannot avoid discovery into such issues by invoking the privilege. However, Avellino omitted that *First S. Baptist Church of Mandarin*, goes on to state that “a party who files a claim based upon a matter that was previously privileged has thus ceased treating the matter as privileged[,]” and determined that no blanket waiver occurred. *Id.*

8. Moreover, the fact that some privileged materials may be relevant to Defendants’ defense, does not establish that Plaintiffs have waived their right to assert privileges. *Choice Rest. Acquisition Ltd. v. Whitley, Inc.*, 816 So. 2d 1165, 1167 (Fla. 4th DCA 2002); *Coates v. Akerman, Senterfitt & Eidson, P.A.*, 940 So. 2d 504, 509 (Fla. 2d DCA 2006) (“The possibility that the disputed documents may be relevant to or may assist the lawyers in their defense or in their third-party claims, or may perhaps assist in the lawyers' efforts to impeach the clients, does not create a waiver of the privilege.”)

9. For example, in *Choice Rest. Acquisition Ltd. v. Whitley, Inc.*, 816 So. 2d 1165, 1167 (Fla. 4th DCA 2002), the defendant sought communications between an accountant and his client (the plaintiff) to establish that the plaintiff failed to conduct due diligence. The Fourth District Court of Appeal upheld the accountant client privilege because “a court cannot justify finding waiver of the privilege merely because the information sought is needed by the opposing party to provide information helpful . . . for the defense of a cause of action.”

10. As in *Choice*, the fact that communications between the Partnerships and their accountants and/or attorneys may support Avellino’s defenses does not constitute a waiver of the

accountant-client privilege. *See Volpe v. Conroy, Simberg & Ganon, P.A.*, 720 So.2d 537 (Fla. 4th DCA 1998) (attorney/client privilege upheld in legal malpractice case even though defendant claimed that privileged information was necessary for the defendant to demonstrate that the plaintiff had not reasonably relied on legal advice); *Cuillo v. Cuillo*, 621 So.2d 460 (Fla. 4th DCA 1993) (wife's communications to attorney who represented her when antenuptial agreement was signed, which allegedly revealed wife's knowledge of misrepresentations made by husband regarding nature and extent of his assets, were protected by attorney-client privilege and not discoverable in subsequent action to invalidate agreement based on husband's fraud; Florida statute providing that attorney-client privilege does not apply when services of lawyer are sought or obtained to enable client to commit fraud did not apply); *Long v. Murphy*, 663 So.2d 1370 (Fla. 5th DCA 1995) (finding that claims of fraud and misrepresentation during negotiation for buying and terminating plaintiff's interest in a dealership did not waive the privilege for communications with attorneys during the negotiations, even though the information would have been relevant to the issue of reasonable reliance).

11. Indeed, when the Court last addressed Avellino's blanket waiver argument, the Court noted that it was not likely that a blanket waiver occurred during the hearing on June 30, 2016. Specifically, the Court stated that "I don't think that there has been a waiver, but I think that you are entitled to, just glancing at this, probably a number of these documents." Transcript of June 30, 2016 Hearing at 83:9-15. **Exhibit "3"**.

12. Accordingly, the Motion must be denied.

WHEREFORE Plaintiffs request that this Court enter an order denying the Motion, together with such other and further relief as the Court may deem just and appropriate under the circumstances.

Dated: August 19, 2016

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 19, 2016, a copy of the foregoing was filed with the Clerk of the Court via the E-filing Portal, and served via Electronic Mail by the E-filing Portal upon:

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EXHIBIT 1

Zachary P. Hyman
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August 18, 2016

VIA ELECTRONIC MAIL

Gary A. Woodfield, Esq.
Haile Shaw & Pfaffenberger, P.A.
660 U.S. Highway One
Third Floor
North Palm Beach, FL 33408

Re: ***P&S Associates, et al. v. Michael Sullivan, et al.***
Broward County Circuit Court Case No. 12-34123 (07)

Dear Mr. Woodfield:

In March, April and May, 2016 we offered to conduct a meet and confer with you concerning entries in our privilege log. However, you declined to address the issue, withdrew your objection to specific entries while reserving your right to raise the objection at a later time, and insisted on arguing the issue of whether a blanket waiver had occurred instead. *See Exhibit A.* In late July, you raised your objections to entries in our privilege log during a hearing without notifying us of the fact, and the Court directed us to meet and confer concerning the substance of e-mails. You then sent us a highlighted copy of our privilege log, and refused to explain, with specificity, the basis for any objections to the entries in our privilege log.

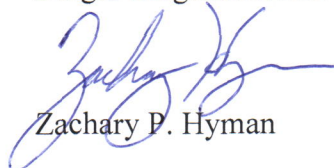
We have conducted a review of the documents you designated in a highlighted privilege log. On numerous occasions we have asked you to specify the basis of your objection for each challenged entry. However you refused to explain the basis for your objections, and did not cooperate with us at all. We are currently prepared to produce approximately 200 of the documents designated on the highlighted privilege log you provided us, provided that the production of such documents does not constitute a waiver of any applicable privileges.

Gary A. Woodfield, Esq.
August 18, 2016
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However, we cannot produce those documents to you until you confirm that the ones designated are the only documents listed on the privilege log that you wish to challenge. I have reached out to you twice for confirmation as to the issue, and cannot provide you the documents requested until you respond to us. Please let us know how you would like us to proceed.

Sincerely,

Berger Singerman LLP



Zachary P. Hyman

Enclosures

EXHIBIT A

May 24, 2016

VIA HAND DELIVERY

The Honorable Jack Tuter
Broward County Courthouse
201 S.E. 6th Street
Chambers 1010B
Fort Lauderdale, FL 33301

Re: *P&S Associates, et al. v. Jacob, et al.*; Case No.: 12-34123(07)

Dear Judge Tuter:

Enclosed please find a CD containing documents for the Court to review. The CD also includes the relevant privilege logs that were provided. The issue before the Court is whether Plaintiffs have waived *in toto* any claim to attorney client or accountant client privilege concerning these documents by asserting that Defendants Avellino and Bienes were active in the management of the Partnerships. Copies of the relevant memoranda submitted by the parties along with a transcript of oral argument before the court on March 14, 2016 are included with this submission.

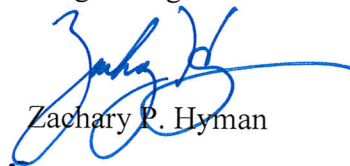
The Parties have come to a resolution on certain aspects of Defendant Frank Avellino's Motion to Compel Plaintiffs to Produce Documents, which will limit the scope of the *in camera* review. Specifically, Defendant Frank Avellino has agreed to withdraw his objections to the entries in the Plaintiffs' privilege logs on the basis that those entries are vague and unclear, and has agreed to limit the scope of an *in camera* review to focus to only on the issue of whether a blanket waiver has occurred. Defendant Avellino's agreement to limit the focus of the *in camera* review was made without prejudice to Defendant Avellino's right to later contest Plaintiffs' privilege logs on the basis that they are vague or do not properly describe the contents of the entries in that log.

A third privilege log was also in dispute at the time the motions to compel were argued. The Parties have agreed to resolve this dispute based on Plaintiffs' agreement to produce certain documents to Defendant Avellino.

Honorable Jack Tuter
May 24, 2016
Page 2

If you would like printed copies of the documents submitted on the CD for an *in camera*, or if there is anything we can do to facilitate your review of the documents provided, we are happy to help. Please don't hesitate to contact us if there is anything else we can do to be of assistance.

Respectfully submitted,
Berger Singerman LLP



Zachary P. Hyman

ZPH/mla

Enclosure

cc: All Counsel of Record (via e-mail w/o enclosures)

EXHIBIT 2

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

Case No: 12-034123(07)
Complex Litigation Unit

P&S ASSOCIATES, GENERAL PARTNERSHIP,
et. al.,
Plaintiffs,

vs.
MICHAEL D. SULLIVAN,
et al.,
Defendants.

_____ /

**PLAINTIFFS' RESPONSE TO DEFENDANT FRANK AVELLINO'S
MOTION TO COMPEL THE PRODUCTION OF DOCUMENTS**

Plaintiffs, by and through the undersigned counsel, hereby file this Response to Defendant Frank Avellino's ("Avellino") Motion to Compel Plaintiffs to Produce Documents (the "Motion") and in support thereof state:

1. Plaintiffs received more than 10,000 e-mails from Michael D. Sullivan pursuant to the settlement agreement with him. To ensure that Avellino was provided with the discovery sought, while protecting their right to assert privileges, Plaintiffs reviewed more than 10,000 documents and provided Avellino with a comprehensive privilege log.

2. Plaintiffs have also allowed Avellino's counsel to inspect the Partnerships' books and records and have produced thousands of other documents to Avellino which were produced by third parties.

3. Avellino, on the other hand, has attempted to prevent Plaintiffs from receiving meaningful discovery. In fact, almost every time Plaintiffs seek to compel Avellino, Avellino

files a reciprocal motion to compel, and claims that Plaintiffs have not produced documents despite the efforts taken by Plaintiffs to provide Avellino with discovery.

4. The instant Motion exemplifies Avellino's conduct. While Plaintiffs' Motion to Compel the Production of Documents from Avellino was pending, Avellino, in violation of Fla. R. Civ. P. 1.380(a)(2), filed the Motion without having a meet and confer with Plaintiffs or attempting to resolve the issues presented by the Motion in good faith.

5. In the Motion, Avellino claims that because Plaintiffs have alleged that he received improper management fees and was in control of the Partnerships, that they have waived the accountant client and attorney-client privilege.

6. Despite Avellino's contention, the fact that privileged information may be relevant to Avellino's case, Plaintiffs have not interjected issues into this case which require a waiver of the accountant client or attorney client privilege.

7. For example, Avellino claimed in his Motion that:

Plaintiffs' claims against Avellino hinge on their theory that Avellino managed and controlled Michael Sullivan ("Sullivan") and the Partnerships, including dictating the structure and management of the Partnerships. Specifically Plaintiffs have alleged that Sullivan was used as a front man under the wishes and control of Avellino and Michael Bienes; Avellino, through, 2008, provided advice on how to structure the Partnerships; discussed the Partnerships' affairs with Sullivan, met with the Partnerships accountants; served intermediaries between partners and the Partnerships; gave the Partnerships advice about converting the Partnerships into an LLC; and Sullivan had no control over the Partnerships and relied on Avellino.

Motion at 1 (internal citations omitted).

8. Despite Avellino's contention, Plaintiffs have produced non-privileged documents which show that Avellino was in control of the Partnerships. **Exhibit "A"**. Plaintiffs also have produced non-privileged documents which show that Avellino gave Sullivan advice on how to structure the Partnerships (**Exhibit "B"**); that Avellino discussed the Partnerships affairs with

Sullivan (**Exhibit “C”**); met with the Partnerships accountants (**Exhibit “D”**); and gave the Partnerships advice about converting the Partnerships into an LLC (**Exhibit “B”**).

9. Avellino’s argument that communications between the Partnerships and their account are necessary to show how management fees were calculated is a red herring, as documents produced by Avellino reveal that he was aware of what Sullivan was doing with Management fees. **Exhibit “E”**. Avellino also regularly received account statements concerning the Partnerships. **Composite Exhibit “F”**.

10. Even if non-privileged documents and information supporting Plaintiffs allegations had not been produced, none of the allegations described above inject issues pertaining to otherwise privileged documents and communications into this matter.

11. While the fact that communications exchanged between the Partnerships and their accountants may relate to the instant action, Plaintiffs have not interjected any issues relating to their accountants or their accountants’ conduct into the instant litigation.

12. The fact that Defendants have raised the statute of limitations as a defense also does not establish that Plaintiffs have waived their right to assert privileges. *Choice Rest. Acquisition Ltd. v. Whitley, Inc.*, 816 So. 2d 1165, 1167 (Fla. 4th DCA 2002).

13. For example, in *Choice Rest. Acquisition Ltd. v. Whitley, Inc.*, 816 So. 2d 1165, 1167 (Fla. 4th DCA 2002), the defendant sought communications between an accountant and his client (the plaintiff) to establish that the plaintiff failed to conduct due diligence. The Fourth District Court of Appeal upheld the accountant client privilege because “a court cannot justify finding waiver of the privilege merely because the information sought is needed by the opposing party to provide information helpful . . . for the defense of a cause of action.”

14. As in *Choice*, the fact that communications between the Partnerships and their accountants and/or attorneys may support Avellino's defenses does not constitute a waiver of the accountant-client privilege. *See Volpe v. Conroy, Simberg & Ganon, P.A.*, 720 So.2d 537 (Fla. 4th DCA 1998) (attorney/client privilege upheld in legal malpractice case even though defendant claimed that privileged information was necessary for the defendant to demonstrate that the plaintiff had not reasonably relied on legal advice); *Cuillo v. Cuillo*, 621 So.2d 460 (Fla. 4th DCA 1993) (wife's communications to attorney who represented her when antenuptial agreement was signed, which allegedly revealed wife's knowledge of misrepresentations made by husband regarding nature and extent of his assets, were protected by attorney-client privilege and not discoverable in subsequent action to invalidate agreement based on husband's fraud; Florida statute providing that attorney-client privilege does not apply when services of lawyer are sought or obtained to enable client to commit fraud did not apply); *Long v. Murphy*, 663 So.2d 1370 (Fla. 5th DCA 1995) (finding that claims of fraud and misrepresentation during negotiation for buying and terminating plaintiff's interest in a dealership did not waive the privilege for communications with attorneys during the negotiations, even though the information would have been relevant to the issue of reasonable reliance).

15. Avellino also seeks communications exchanged between Steven Jacob and Michael Sullivan and argues that those documents cannot be protected by a common interest and/or joint defense privilege because neither Jacob nor Sullivan are attorneys. Notwithstanding the fact that Avellino has asserted a privilege as it relates to e-mails exchanged between only he and Bienes, his assertion is without merit, because a significant number of e-mails contain communications from the Partnerships attorneys.

16. Jacob acted as the Partnerships' accountant and bookkeeper. Jacob provided services to the Partnerships which included but were not limited to preparing the Partnerships' quarterly statement. Jacob also worked closely with Sullivan and was, in his capacity as the managing general partner of Guardian Angel Trust, LLC, and SPJ, Investments, Ltd., a partner of the Partnerships.

17. Jacob also worked with Sullivan in connection with the Partnerships efforts to recover money from SIPA, and in connection with other Partnership affairs. Jacobs helped Sullivan maintain the books and records of the Partnerships and regularly communicated with partners of the Partnerships on the Partnerships' behalf.

18. Because of Jacob's relationship with the Partnerships and conduct there is little question that communications exchanged between he and Sullivan are protected by the attorney-client privilege and/or joint defense privilege.

19. The fact that the Partnerships later sued Jacob does not waive the privilege for communications exchanged between them and Jacob prior to the initiation of a lawsuit. *See Choice Rest. Acquisition Ltd. v. Whitley, Inc.*, 816 So. 2d 1165, 1167 (Fla. 4th DCA 2002) ("The attorney-client privilege is not 'waived by bringing or filing suit'") (internal citations omitted).

20. Finally, it is premature for the Court to conduct an *in camera* review or appoint a special master based on Avellino's claims that entries on Plaintiffs' privilege log are either vague, or reveal that documents are not privileged.

21. Although Avellino filed the Motion without conferring with Plaintiffs, as is required by Fla. R. Civ. P. 1.380(a)(2), Plaintiffs agreed to discuss the Motion with Plaintiffs prior to filing this response in an attempt to narrow the issues presented by the Motion.

22. Plaintiffs have requested that Avellino identify all entries on their privilege log which he claims are vague or reveal that a document is not privileged, and have offered to revise their privilege log to the extent necessary based on Avellino's identification of entries.

23. However, counsel for Avellino refused to identify allegedly deficient entries or attempt to resolve the issues presented by the Motion in good faith, prior to bringing them to the Court's attention. A true and correct copy of correspondence between the parties is attached hereto as **Composite Exhibit "G"**.

24. Accordingly, the Motion must be denied.

WHEREFORE Plaintiffs request that this Court enter an order denying the Motion, together with such other and further relief as the Court may deem just and appropriate under the circumstances.

Dated: March 11, 2016

Respectfully submitted,

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EXHIBIT A

Confidential Document
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Susan H. Moss, E.A.
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e-

June 18, 2013

Dear Bette Anne:

Over the Holiday I will let you know what I will do over the next 5 years. Please forgive me if I sound angry but everything seems to point to me being the bad guy. Somehow all the money I have brought into the business to pay for the life style you have enjoyed does not even enter into this equation! It seems I get to do all the hard work, minus my best friend and partner while everyone else just goes on with life as usual.

As I continue to pray, I will be able to finalize this with you within the next 30 days. I will base my gift to you over a 5 year period as long as certain life and market conditions continue as the have.

BA, know this, I will never leave you without. I should not have to justify this but I feel I cannot do enough to satisfy you.

Right off the bat you should be completely aware that the gift of this business was only given to me not Greg. It came from a close friend in my church, Frank Avellino. He came to me alone as an individual. Most of the people who came into our partnership were friends of our church. I was reminded constantly by Frank that this was my gift alone.

Because Greg was my closest friend and partner I wanted to share the gift I had been given with him. And I did for 11 years. We have all been blessed.

Greg has been called home to be as we know, is in a glorious fife, one we all long for. My goal with this letter is to clear up some of the apparent confusion you have regarding compensation as evidenced in your letter to me.

You stated that you thought you were not going to have any financial problem. I cannot unfortunately guarantee that for a number of reasons. If something happens to the stock market, to our investors, to Frank our contact or myself this investment partnership could change drastically. this is a very fragile business with no certain guarantees. You must deal with the real possibility of this taking place.

If something were to happen to me, death or grave illness, the business in effect would be closed. You have no idea or apparently never understood just how important my relationship to this business is. I am the person who deals with the main source, Frank Avellino. He has given and entrusted to me this gift and can take it back at any time and earn the entire commissions for himself. BA, 95% of all the business ever generated through this company came in through my efforts alone. I am not boasting but this is what the Lord dealt to me.

Basically all the investors are from my contacts or personal relationships that I have nurtured thought the years.

Confidential Document

In most business firms the partner who brings in the money makes significantly more money. The income producers are the key to any business.

In no way shape or form is any of this to take anything away from Greg. He was my best friend and together we make each other complete. I am simply pointing out facts you need to be aware of.

I felt in your heart there was a time that you felt when Greg was called home that you would be a partner in this business. I don't know where you got that idea but that could and would never happen. For one thing Frank Avellino would never have allowed it. Greg was my only partner and it would be inconceivable to have anyone else fill his roll. Both of us knew that and that is one of the reasons in the partnership agreement all decisions would be left to the surviving partner in the event of a death.

As I look at your expenses you sent me it appears you want me to keep up two homes and operate everything as if Greg was still here and working. I would like nothing more than to have Greg still here.

This is a working business not a monthly ATM. This business requires constant work and care.

Bette Anne at some point you will have to make some changes in your lifestyle. I told you that I would help support you and I want to make sure we both know just what is reasonable and what God would bless. There must be boundaries of with a beginning and ending to help you move on with your life. This is only healthy for you. You must rely on yourself for your own self esteem. But still know I will always be there to help you along the way.

I want you to know that I have talked to five strong Christian brother both in business and pastors. Each one of them not knowing what the others have advised have all given me basically the same advice. Each one of them knew my special relationship with Greg.

You stated in your letter that all the hard work Greg had done should count for something. Greg was a hard worker and enjoyed the fruits of our business as have you and your children over these last few years. However this last year as you know Greg worked no more that 20 days - making a total of 150 hours and took a large compensation for this. He was able to complete his work in 150 in a year that we had the most clients we have ever had. If he did this last year what do you think the work load was for him in prior years with less clients?

Greg worked on so many other things ministry, church retreats not just business. Greg loved to be in the office all day. He loved to "piddle around". The bulk of his daily effort were not spent on S&P.

Greg was the very best friend and worker and was a true witness to his disciple, methodicalness, but all his time was not spent on business related work.

You also said, I do not know where your peace come from. For the last 20 years (through toe Lord) I have made enough contacts, nurtured clients that have helped pay for four of your houses, boats, cabins, multiple wedding reception, vacation tickets and good times for the children. You have not missed a pay check since Greg passed away. I sleep well knowing these thins I have done honoring God. You may not like how things are happening and may never like them but Greg knew why it was to happen. That is one of the reasons out of all the many people in your families he appointed me as the executor of his will. I know all the facts.

You made the comment that you have to crawl to me for money. Please do not try and make me feel that I have not helped you. The truth is tat there was no estate planning done nor was there sufficient life insurance left to you. Why Greg did not do better planning is beyond me. I have made sure over the years that my family is provided for if anything were to happen to me as they can not count on proceed form this business. This discussion about your needing money, crawling to me and what I am going to to support you should have taken place with Greg and a financial advisor not me. But I will honor Greg and God with helping you.

I legally owe you no money. We both know that. If I died first this business would have been dissolved within a year and the accounts given to other parties. I want to give you enough money for a few years but this again will be restricted to what the future holds. The business could be worth nothing if I die, the market crashes or Frank or Bernie dies. All of our financial lives cud change overnight. Everything is only for a season of time.

Confidential Document

If I wanted to keep all the money BA I just would after all I am the only one doing the work. The monies I send you are not part of an agreement as Greg and I had none. These are gifts to you.

If I did not have a written agreement with Greg who was my partner for 20 years, I will not have one with someone who is not my partner. The money I send to you are not of "all the hard work" that you feel is owed to Greg but are sent to you out of Christian friendship and love. Both Greg and I lived by faith.

Finally, you said Greg told one of his children if he died you would have no financial concerns. If you sold one of your homes and put the proceeds in the investment you would have one house free and clear and have over 400K earning a nice yearly income. I am sure Greg was thinking in those terms.

You also stated it was hard to believe that Greg and I had no business agreement. I find it hard to believe that you would think there was an agreement when you and he had never discussed your own financial plans in the event of his death. May I remind you that you are still receiving his pay check.

EXHIBIT B
