



BOSTON CONNECTICUT NEW JERSEY NEW YORK WASHINGTON, DC

**MICHAEL H. LEVISON**  
Attorney At Law

7 Times Square  
New York, NY 10036  
T: 212-297-2401 F: (212) 916 2940  
MLEvison@daypitney.com

October 7, 2008

**Via E-Mail**

Special Master Thomas E. Scott  
Cole, Scott & Kissane, P.A.  
Dadeland Centre II  
9150 South Dadeland Blvd., 14th Floor  
Miami, Florida 33156

Re: *In re: Allapattah Services, Inc. et al, v. Exxon Corp.*; Case No. 91-0986-Civ-Gold (Special Master Thomas E. Scott); Claim No. 100237 (Station 38891)

Dear Special Master Scott:

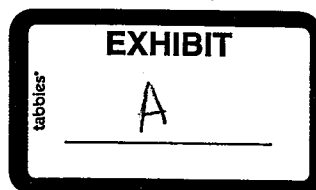
We represent Claimant Gary J. Bourne in connection with the above-referenced claim.

We are now in receipt of Michelle L. Tessier, Esq.'s October 1, 2008 letter (the "Letter") and your Order Granting Motion for Continuance of Hearing to Adjudicate Claimant Dispute C10.4 dated October 6, 2008 (the "Order").

Despite the fact that Ms. Tessier knew that Mr. Bourne was represented by the undersigned in connection with this matter, Ms. Tessier chose not to send me a copy of her Letter. To make matters worse, she did not even bother to send a copy of her Letter to Mr. Bourne. As such, we were unable to respond to the Letter before you entered the Order. Had we been given the opportunity, we would have set forth the numerous reasons why Ms. Tessier's request should have been denied.

To begin, Verc Enterprises, Inc.'s ("Verc") claim is entirely without merit. Thus, any delay only further prejudices Mr. Bourne. As set forth in Mr. Bourne's Declaration dated August 20, 2008 (a copy of which was submitted along with Mr. Bourne's answers to Claimant's Questionnaire For The Resolution Of Conflicting Claims In The Exxon DFC Class Action (the "Bourne Questionnaire")), Mr. Bourne never sold or assigned *anything* to Verc – let alone his right to the subject payment. Notwithstanding this indisputable fact, Verc continues to press its claim in a thinly veiled attempt to force Mr. Bourne to settle.

Despite the foregoing, Ms. Tessier claimed in her Letter that a continuance was necessary because she had only "recently learned" that Mr. Bourne and Exxon Corporation



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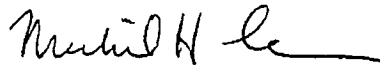
("Exxon") had terminated their relationship in 1994 – eight (8) years before her client had any interest in the subject station. However, a copy of the Mutual Termination and General Release Agreement dated November 15, 1994 (the "Exxon/Bourne Mutual Termination") was annexed as an exhibit to Bourne's Questionnaire. Thus, Ms. Tessier has been in possession of the Exxon/Bourne Mutual Termination – the document which demonstrates by itself that Verc's claim is without merit – since at least the end of *August 2008*.

Ms. Tessier also claimed in her Letter that a continuance was necessary because she and Verc need more time to "better assess" Verc's "position on this claim" and to allow her to request further documentation from Exxon regarding the Exxon/Bourne Mutual Termination. However, Ms. Tessier has already had more than a month to "request further documentation" from Exxon. Her failure to do so is clear evidence that Ms. Tessier's only goal is to further delay the final adjudication of this matter in order to allow Verc more time to concoct an alternative theory upon which to base its claim to Mr. Bourne's payment.

In any event, in light of the foregoing, we respectfully request that you enter an Order providing that Ms. Tessier (a) must produce copies of any documents she receives from Exxon (or otherwise) and which she claims relate to the Exxon/Bourne Mutual Termination within one (1) week from today and (b) must serve amended answers to Claimant's Questionnaire For The Resolution Of Conflicting Claims In The Exxon DFC Class Action ("Verc's Questionnaire") within one (1) week from today. We also request that the Order provide that Verc be precluded from relying upon (a) any document which is not produced within one (1) week from today or (b) any theory which is not reflected in an amended answer to Verc's Questionnaire. Mr. Bourne should not be forced to respond to a document or an alternative theory for the first time at the hearing.

We also respectfully request that the hearing be rescheduled forthwith for the earliest date available. With each passing day our client suffers further irreparable prejudice.

Respectfully submitted,



Michael H. Levison

cc: Michelle Tessier, Esq. (via e-mail)  
Mr. Gary J. Bourne (via e-mail)