

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

IN THE MATTER OF THE ESTATE

OF JOSEPH J. SULLIVAN:

Deceased.

CV06-2708.51

CERTIFIED AS A TRUE COPY
This 20 Day of Aug, 20 07
Jo Jo Schwarzauser
JoJo Schwarzauser
Clerk, Circuit Court of Mobile County, Alabama

ORDER

Pending before this Court are the following motions:

1. A motion to reduce the settlement agreement in this case to judgment;
2. A motion for the personal representative to act in a fiduciary capacity;
3. A motion for judgment and instanter relief.

These motions were filed by Cheryl Weaver, the sole beneficiary of the estate of Joseph Sullivan and plaintiff in a legal malpractice action against Stuart Dubose, the attorney and, ultimately the executor of the estate of Joseph Sullivan.

The Court will not recite the troubled history that gets us to this point. Suffice it to say that on October 2, 2006, on the date this matter was set for trial, the parties announced they had reached a settlement of their disputes and read into the record a settlement agreement. Now, ten months later, the matter is not resolved and Weaver has filed the motions listed above.

The Court took testimony from the parties on August 2, 2007, and has now received a motion for instant relief and Dubose's response to the same. After considering the evidence before the Court and the arguments of the parties, the Court finds that the actions of Dubose are in derogation of the settlement agreement reached in this case. Accordingly, the Court hereby enters a judgment enforcing the settlement agreement as follows:

1. Judgment is hereby entered in favor of Cheryl Weaver and against the estate of Joseph J. Sullivan and Stuart Dubose, individually, jointly and severally in the amount of one million one hundred-ninety thousand dollars (\$1,190,000.00).

2. The conveyance executed by Stuart C. Dubose, executor of the estate of Joseph J. Sullivan on August 3, 2007 and recorded in deed book 476, page 177 of the office of the Judge of Probate of Washington County, which conveyance purports to split the real property between Weaver and the law office of Stuart Dubose P.C. is contrary to the settlement agreement and is due to be set aside. Accordingly, said indenture is hereby declared to be null and void and held for naught.

3. A lien is hereby established upon that certain real estate as addressed in the settlement agreement to be conveyed to Cheryl Weaver to wit:

- a) 240 +/- acres which belong to the estate which are the acres surrounding the house in which Cheryl Weaver currently resides, including all minerals;
- b) the 309 acres belonging to the estate in sections 23 and 26, including all minerals;
- c) the 56 acres which is generally known as the Pringle Property;

4. A lien is hereby declared in favor of Cheryl Weaver on the minerals referred to in the settlement agreement to be conveyed to Cheryl Weaver;

5. A lien is declared on behalf of Cheryl Weaver on one-half interest in all of the remaining mineral interests held by the estate which were not specifically excluded under the agreement of the parties.

6. Dubose shall, within 30 days of the date of this order convey by separate instrument each of the parcels listed in paragraph 3 to Cheryl Weaver pursuant to the settlement agreement. Dubose shall take all necessary steps to ensure that the conveyances made pursuant to paragraph 3 are free from any encumbrance or lien of the IRS as pursuant to the settlement agreement "Stuart is responsible for the IRS."

In the event Dubose shall fail to convey the real property as directed by this order, the Clerk of the Circuit Court is hereby directed to convey the same by statutory warranty deed.

Done this 17th day of August, 2007.

/s John R. Lockett
CIRCUIT JUDGE