

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 12/12/2019 4:30:00 PM.****

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

CASE NO: CACE10-049061 (12)

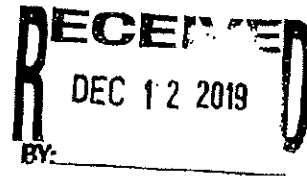
DANIEL S. NEWMAN, as Receiver for
FOUNDING PARTNERS STABLE VALUE
FUND, L.P., FOUNDING PARTNERS
STABLE VALUE FUND II, LP; FOUNDING
PARTNERS GLOBAL FUND, LTD.;
and FOUNDING PARTNERS HYBRID-VALUE
FUND, LP,

Plaintiff,

vs.

ERNST & YOUNG, LLP, a Delaware Limited
Liability Partnership, and MAYER BROWN, LLP,
an Illinois Limited Liability Partnership,

Defendants.



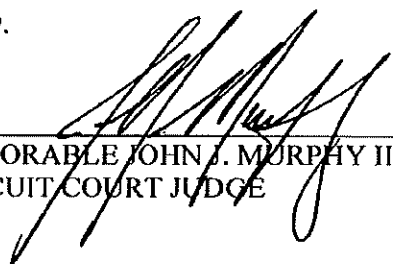
**ORDER ON MAYER BROWN LLP'S MOTION FOR PARTIAL SUMMARY
JUDGMENT REGARDING THE RECEIVER'S BENEFIT OF THE BARGAIN
DAMAGES THEORY**

This cause came before the Court on Mayer Brown LLP's ("Mayer Brown") Motion for Partial Summary Judgment Regarding the Receiver's Benefit of the Bargain Damages Theory ("Motion"). Having reviewed the Motion, response, reply, court file, and having heard argument of counsel, it is hereby **ORDERED** that Mayer Brown's Motion is **GRANTED**. The Court determines that an award of benefit of the bargain damages is appropriate as against a party to the bargain the plaintiff is seeking to enforce. *See Nordyne Inc. v. Fla. Mobile Home Supply, Inc.*, 625 So. 2d 1283, 1286 (Fla. 1st DCA 1993); *Colandrea v. Johansen*, 632 So. 2d 284, 285 (Fla. 2d DCA 1994).

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In the instant case, the record demonstrates that Mayer Brown was not a party to any alleged bargain involving the Funds or their investors. The Receiver has not provided evidence to the contrary on this issue.

DONE AND ORDERED in Chambers at Fort Lauderdale, Broward County, Florida on this 10 day of Dec, 2019.


HONORABLE JOHN J. MURPHY III
CIRCUIT COURT JUDGE

Copies to:
Counsel of Record