

PORZIO, BROMBERG & NEWMAN, P.C.

100 Southgate Parkway
Morristown, NJ 07962-1997
Telephone (973) 538-4006
Fax (973) 538-5146

Attorneys Appearing: John S. Mairo (JM-0670)
Brett S. Moore (BM-0014)
Elizabeth M. McKeever (EM-9715)

Attorneys for Warren J. Martin Jr., Assignee for the
Benefit of Creditors of Fleer/Skybox International, LP

In the Matter of the General Assignment for
the Benefit of Creditors of FLEER/SKYBOX
INTERNATIONAL LP

Assignor,

to

WARREN J. MARTIN JR.,

Assignee.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, PROBATE PART
BURLINGTON COUNTY

DOCKET NO: 2005-1394

VERIFIED COMPLAINT OF ASSIGNEE PURSUANT TO N.J.R. 4:83-1 et seq.

Warren J. Martin Jr. (the "Assignee"), Assignee for the Benefit of Creditors of Fleer/Skybox International LP ("Fleer/Skybox"), by way of Verified Complaint ("the Complaint"), alleges and states as follows:

1. Plaintiff is the Assignee ("Assignee") for the Benefit of Creditors of Fleer/Skybox International, LP ("Fleer/Skybox"), having been so designated pursuant to a Deed of Assignment for the Benefit of Creditors (the "Assignment") dated June 8, 2005 and registered with the Burlington County Clerk's office on June 10, 2005 (the "Assignment Date"), and an Amended and Restated Deed of Assignment for the Benefit of Creditors dated July 14, 2005, and registered

with the Burlington County Clerk's office on July 18, 2005. Assignee is also an attorney-at-law of the State of New Jersey and a member of the law firm of Porzio, Bromberg & Newman, P.C. ("Porzio").

2. Prior to the Assignment Date, Fleer/Skybox was primarily in the business of producing and selling a wide variety of sport and entertainment trading cards. Fleer/SkyBox ceased all operations and terminated all employees prior to the Assignment Date.

COUNT ONE
(Professionals' Fees)

3. The Assignee repeats and re-alleges the allegations contained in all of the foregoing paragraphs as if fully set forth herein.

Porzio

4. On July 1, 2005, the Court entered an Order Authorizing Retention of Porzio *nunc pro tunc* to June 8, 2005, as attorneys to represent the interests of the Assignee in connection with the above-referenced matter.

5. Porzio has performed necessary legal services, including, but not limited to, legal strategy, case administration, provision of public notice, creditor relations, preparing and conducting an auction of Fleer/Skybox's assets, readying the estate for distribution to creditors and preparing fee applications.

6. The computer time records of Porzio detail the services rendered by date, time and activity, which reflect fees of \$661,472.50 and expenses of \$79,562.04¹ for a total amount of \$741,034.54 for legal services rendered through and including September 30, 2005. A summary

¹ These disbursements include amounts, such as payment of Fleer/Skybox's rent, insurance and other disbursements in the early stages of this case when the Fleer/Skybox estate did not have sufficient funds to pay its own expenses. Following the initial auction sale, Fleer/Skybox is now funded adequately but these early expenses advanced by Porzio have not been reimbursed.

report of Porzio's computer time records is annexed as **Exhibit "1"** to the accompanying Certification of John S. Mairo, which is itself annexed hereto as **Exhibit "A."**

Fox Rothschild

7. Fox Rothschild, LLP ("Fox Rothschild") was appointed as special corporate counsel to the Assignee *nunc pro tunc* to June 8, 2005 by Order of this Court dated July 1, 2005.

8. Fox Rothschild has performed services, including, but not limited to, negotiating and drafting agreements with different parties to reach a stalking horse agreement; addressing and advising the Assignee regarding licensing and intellectual property issues; assisting with negotiations during the first auction sale and the subsequent closing; and addressing and advising the Assignee with respect to redemption card claimants, lien issues, and issues regarding sale of assets to the Upper Deck Company.

9. The computer time records of Fox Rothschild detail the services provided by Fox Rothschild, which reflect fees of \$99,334.86 for legal services rendered through September 30, 2005. A copy of the computer time records of Fox Rothschild are annexed as **Exhibit "1"** to the accompanying Certification of Hal S. Baume, which is itself annexed hereto as **Exhibit "B."**

The Stetz Firm

10. Stetz, Belgiovine & Manwarren, P.C. (the "Stetz Firm") was retained as accountant to the Assignee *nunc pro tunc* to June 8, 2005 by Order of this Court dated July 1, 2005.

11. The Stetz Firm has performed services, including, but not limited to accounting support and investigative services.

12. The computer time records of the Stetz Firm detail the services provided by the Stetz Firm, which reflect fees of \$36,983.13 for accounting services rendered through September 30, 2005. A copy of the computer time records of the Stetz Firm are annexed as **Exhibit "1"** to the accompanying Certification of Robert Manwarren, which is itself annexed hereto as **Exhibit "C."**

WHEREFORE, the Assignee seeks:

- a. an allowance in the sum of \$661,472.50 for the legal services rendered by Porzio to the Assignee through September 30, 2005 and \$79,562.04 for reimbursement of disbursements during the same time period;
 - b. an allowance in the sum of \$99,334.86 for the legal services rendered by Fox Rothschild to the Assignee; and
 - c. an allowance in the sum of \$36,983.13 for the accounting services rendered by the Stetz Firm to the Assignee.
-

COUNT TWO
(Assignee's Final Commission)

13. The Assignee repeats and re-alleges the allegations contained in all of the foregoing paragraphs as if fully set forth herein.

14. The Assignee has served from the Assignment Date through the present time. When the Assignee submits his Verified Application for Approval of Commission, he will also submit computer time records reflecting the hours he expended in the performance of his duties as Assignee and a detailed description of the services performed.

15. Pursuant to N.J.S.A. 2A:19-43 (2005), the Assignee is entitled to a maximum commission of 20 (twenty) percent of all receipts and interest he brings into the estate.

WHEREFORE, the Assignee seeks an allowance of an appropriate final commission to the Assignee in an amount to be requested and determined at a later date.

COUNT THREE
(Distributions to Creditors)

16. The Assignee repeats and re-alleges the allegations contained in all of the foregoing paragraphs as if fully set forth herein.

17. Upon completion of the Assignee's collection of assets, review of claims which have been filed by employees and non-employees against Fleer/Skybox, and following hearings on the extent and validity of any and all claims which the Assignee will move to expunge, reduce or reclassify, the Assignee will submit a Verified Application to Approve Final Distributions to Creditors.

WHEREFORE, the Assignee seeks approval of a Final Distribution to Creditors.

COUNT FOUR
(Approve Final Accounting, Discharge Bond, and Abandon/Destroy Books, Records and Assets)

18. The Assignee repeats and re-alleges the allegations contained in all of the foregoing paragraphs as if fully set forth herein.

19. The Assignee has thus far filed three bonds with the Court, consisting of a bond in the amount of \$50,000.00 dated August 12, 2005, a bond in the amount of \$3,350,000.00 dated September 9, 2005, and a bond in the amount of \$1,414,084.00 dated September 8, 2005. These bonds were filed with the Court on September 22, 2005.

20. Upon completion of distributions to creditors, the Assignee will present, for the Court's approval, a Verified Application for Approval of the Assignee's Final Accounting regarding the administration of Fleer/Skybox's estate, as well as a request for discharge of the

Bonds. A copy of the Assignee's Cash Reconciliation Report, Balance Sheet and Income Statement will be submitted therewith.

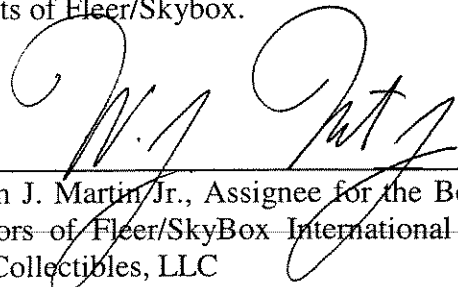
21. The Assignee has preserved the books and records of Fler/Skybox, and certain remaining assets which were not sold or could not be sold at auction, and hereby seeks further authorization to either destroy and/or abandon them upon the entry of a final judgment in this matter.

WHEREFORE, the Assignee seeks:

- a. approval of the Assignee's Final Accounting;
- b. discharge of the Assignee's Bonds; and
- c. authorization to destroy and/or abandon the books and records and miscellaneous remaining assets of Fler/Skybox.

DATED: October, 2005

By: _____


Warren J. Martin Jr., Assignee for the Benefit of
Creditors of Fler/SkyBox International LP and
Fler Collectibles, LLC