

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION**

CASE NO. 08-81565-CIV-HURLEY/HOPKINS

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

CREATIVE CAPITAL CONSORTIUM, LLC,
A CREATIVE CAPITAL CONCEPTS, LLC,
and GEORGE L. THEODULE,

Defendants.

**GENOVESE JOBLOVE & BATTISTA, P.A.'S THIRD REQUEST FOR
INTERIM COMPENSATION TO PAY ATTORNEYS' FEES AND COSTS
AND MEMORANDUM IN SUPPORT**

(October 1, 2010 – March 31, 2012)

Jonathan E. Perlman, Esq., court appointed receiver (the "Receiver") of Creative Capital Consortium, LLC, A Creative Capital Concepts, LLC, United Investment Club, LLC, Reverse Auto Loan, LLC, Wealth Builders Circle, LLC, The Dream Makers Capital Investment, LLC, G\$ Trade Financial, Inc. and Unity Entertainment Group, Inc., (collectively the "Receivership Entities"), through undersigned counsel and pursuant to the Court's Order Appointing Receiver dated December 29, 2008 (the "Receivership Order"), hereby requests the Court to enter an order authorizing payment to Genovese, Joblove & Battista, P.A. ("GJB" or the "Firm") in the amount of \$145,308.57 for (i) reasonable attorneys' fees and costs incurred by GJB; and (ii) the Receiver's fees, for the period October 1, 2010 through March 31, 2012 (the "Application Period"), and in support of this application (the "Application"), states the following:

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1. Attached as Exhibit "A" is a Summary of the Fees incurred by GJB in its representation of the Receiver, and the Receiver's fees, from October 1, 2010 through March 31, 2012. Costs are posted through March 31, 2012.

2. Attached as Exhibit "A-1" is a summary of all GJB timekeepers, including the Receiver, their billing rates and the total hours that were charged by each timekeeper. Exhibit "A-2" is a summary of each timekeeper broken down by category.¹ All time has been billed at the reduced agreed upon rate as reflected in the Receiver's letter agreement with the SEC attached as Exhibit 1 to the SEC's Motion for Appointment of Receiver. [DE 2]. All non-partner timekeepers are billed at 10% below their regular hourly billing rate. Also, although several GJB partners as well as associates contributed time to this matter, this time valued at \$12,704.00 has been written off by GJB and contributed *pro bono* to the receivership. In addition, GJB has provided the receivership with an additional \$31,750.00 courtesy discount off the total invoice. The total savings to the receivership reflected in these negotiated and voluntary discounts is \$77,871.25.²

3. Attached as Exhibit "B" is the summary of costs. Total costs for which GJB seeks reimbursement are \$38,725.87.

4. The services rendered in each major category can be summarized as follows:

¹ In certain instances, time billed to one category appropriately could have been billed to one or more of several different categories.

² GJB maintains detailed time records that are kept contemporaneously with the services performed. GJB will provide these detailed time records to the Court for review *in camera* should the Court wish to review them. The negotiated discounts of \$33,417.25 together with voluntary discounts of \$44,454.00 result in a total savings of \$77,871.25.

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I. Genovese Joblove & Battista Lawyers and Para-professionals

a. Asset Analysis and Recovery. \$5,775.00. Time included in this category reflects the efforts of GJB professionals to identify and locate assets for the benefit of the Receivership Estate. GJB professionals continued to interview former employees of the Receivership Entities, friends and relatives of Theodule. Further, GJB professionals continued to obtain information from hundreds of financial records to locate hard assets belonging to the Receivership Estate and identify third parties who illegally diverted assets from the Receivership Entities.

b. Business Operations. \$660.00. GJB timekeepers have spent very little time as there is no ongoing operation. Time has been limited to updating and revising information related to the corporate status of the various Receivership Entities with the State of Florida, Division of Corporations.

c. Case Administration. \$17,238.00. Time billed to this category includes the efforts associated with the administration of the Receivership including staffing and case management staff meetings. In addition, timekeepers have worked diligently to review and categorize the voluminous amount of financial records obtained from over a dozen banks and brokerage firms. This category also includes work more generally related to the carrying out of the Receiver's responsibilities including communications with the Receiver's accountants to review forensic analysis as well as tax issues related to the Receivership Entities.

d. Fee/Employment Applications (Professionals). \$15,282.50. GJB professionals have prepared interim applications and proposed orders for Receivership professionals. Time in this category also includes the preparation and revisions to the GJB

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Second Interim application for fees and costs submitted in April, 2011, including telephone conferences with the SEC to discuss the interim application and the various negotiated and voluntary discounts to be applied to the application. The firm has provided a \$10,000.00 discount on its current invoice to help defray these costs.

e. Investor Communications. \$28,997.50. GJB timekeepers continue to work with the website administrator to update the Receivership website regularly in order to keep investors apprised of the status of the Receivership including the posting of a recent developments section in English, Spanish, and Creole. In addition, GJB staff continue to handle calls from the receivership “hot lines”, answering dozens of messages each month and responding to correspondence received through the U.S. mail and by email to the Receivership website at www.creativecapitalreceivership.com. The firm has provided a \$13,000.00 discount on its current invoice to help defray these costs.

f. General Litigation. \$1,551.50. To the extent possible, GJB has divided litigation efforts into specific categories as illustrated below. However, some litigation efforts relate to all litigation which time is generally included here. The Receiver has filed twenty-seven lawsuits seeking to recover over \$28 million in fraudulent transfers for the benefit of Creative Capital’s investors and creditors. One of the lawsuits remains pending before this Court, four of the lawsuits have been voluntarily dismissed, fifteen of the lawsuits have been settled for payments to the Receivership in excess of \$840,000.00, and the remaining lawsuits have resulted in judgments in favor of the Receivership in excess of \$7 million.

g. Litigation Third Party. \$25,605.00. In certain instances, time has been billed to this category rather than to a particular matter. Often times it was difficult to divide the

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time between the various insider matters as the work may have been related to multiple matters in which case time was appropriately billed to this general category, for example, in the drafting of the Receiver's form Motion for Partial Summary Judgment, Motion for Approval of Settlement, and Motion for Entry of Final Judgment. In addition, the Receiver's staff maintains centralized information related to the status and disposition of all third party litigation which time is billed to this general category.

The following lawsuits initiated by the Receiver against non-insiders have been settled or have resulted in a judgment in favor of the Receivership Estate during this Application period:

1. **Receiver v. Patrick Eliacin**, Case #09-81087-Civ-Hurley/Hopkins (action to recover fraudulent conveyances of at least \$300,000). This matter has been settled for \$7,000 in addition to real property valued at \$25,000. The Defendant also agreed to entry of a Consent Judgment. Final Hearing on this settlement took place on October 7, 2010. This matter is now closed.
2. **Receiver v. Michel Beaubrun, et al.**, Case #09-81091-Civ-Hurley/Hopkins (action to recover fraudulent conveyances of at least \$860,000 and seeking compensatory, punitive and special damages as a result of Defendants' aiding and abetting Theodule in the conversion of Creative Capital's property). This matter has been settled for \$75,000. In addition, the Defendants have agreed to entry of a Consent Final Judgment. Final Hearing on this settlement took place on October 14, 2010. This matter is now closed.
3. **Receiver v. Rony Desvarences**, Case #09-81090-Civ-Hurley/Hopkins (action to recover fraudulent conveyances of at least \$200,000). The Receiver's previously obtained default final judgment in this his matter has been vacated upon the filing of an agreed motion of the parties. This matter has been settled for \$18,000. The Defendant also agreed to entry of a Consent Judgment.
4. **Receiver v. Jean Dupre**, Case #09-22327-Civ-Hurley/Hopkins (action to recover fraudulent conveyances of at least \$200,000). This matter has been settled for entry of a Consent Final Judgment in the amount of \$64,500. Final Hearing on this settlement took place on October 7, 2010. This matter is now closed.

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5. **Receiver v. Lakay Investment Inc.**, Case #09-22326-Civ-King/Bandstra (action to recover fraudulent conveyances of at least \$780,000). The Receiver has obtained a Final Judgment for \$780,000. The Receiver has continued his efforts to obtain information regarding real and personal property purchased with the fraudulent transfers to the Defendant.
6. **Receiver v. Millenium Executive Realty, Inc., et al.**, Case #09-81221-Civ-Hurley/Hopkins (action to recover advanced commissions paid by Creative Capital of at least \$500,000). This matter has been settled for \$250,000 plus an assignment of payment on a mortgage note valued at \$250,000 as a part of a global settlement related to Dolce Regency Suites, LLC. Final Hearing on this settlement took place on October 14, 2010. This matter is now closed.
7. **Receiver v. Dolce Regency Suites, LLC**, Case #09-81224-Civ-Hurley/Hopkins (action to recover fraudulent conveyances made by Creative Capital of at least \$7,000,000 for the purchase of member interests in Dolce Regency Suites, LLC). This matter has been settled for \$250,000 plus an assignment of payment on a mortgage note valued at \$250,000. Final Hearing on this settlement took place on October 14, 2010. This matter is now closed.
8. **Receiver v. Five Corners Investors I, LLC, et al.**, Case #09-81225-Civ-Hurley/Hopkins (action to recover fraudulent conveyances made by Creative Capital to the equity owners of Regency Suites I, LLC of at least \$7,000,000 to pay for the outstanding financial obligations of Regency Suites and to avoid the purchase money promissory note executed by Dolce Regency on behalf of the Defendants). This matter has been settled for \$250,000 plus an assignment of payment on a mortgage note valued at \$250,000 as part of a global settlement related to Dolce Regency Suites, LLC. Final Hearing on this settlement took place on October 14, 2010. This matter is now closed.
9. **Receiver v. G&R Aviation Services, et al.**, Case #09-81089-Civ-Hurley/Hopkins (action to seek to recover fraudulent conveyances to Sky King Air Express, Inc. of \$200,000 and G&R Aviation Services of at least \$380,000). The Receiver has obtained a Final Judgment for \$200,000 against Sky King Air Express, Inc. The case against G&R Aviation Services has been voluntarily dismissed. This matter is now closed.
10. **Receiver v. Development Funding & Services, LLC, et al.**, Case #09-81226-Civ-Hurley/Hopkins (action to recover consulting fees of at least \$197,000). The Receiver has obtained a Final Judgment for \$197,000 against Development Funding & Services, LLC and its principals. In addition, the Receiver has obtained a Final Judgment for \$10,000 against its principal Daniel Lavan, Jr. This matter is now closed.

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11. **Receiver v. Dean Mead Egerton Bloodworth Capuano & Bozarth, P.A.**, Case #09-81222-Civ-Hurley/Hopkins (action to recover fraudulent conveyances to the law firm of Dean Mead Egerton Bloodworth Capuano & Bozarth, P.A. of at least \$300,000). This matter has been settled for \$75,000. Final Hearing on this settlement took place on December 9, 2010. This matter is now closed.
12. **Receiver v. Showcase Investment Group, Inc.**, Case #09-81223-Civ-Hurley/Hopkins (action to recover consulting fees of at least \$160,000). This case is the subject of an automatic stay as a result of the bankruptcy petition filed by the principal owner and sole shareholder, Anthony Hinkle. The Receiver has timely filed a Proof of Claim in the bankruptcy proceeding. This case has been administratively closed by the Court as of May 4, 2011.
13. **Receiver v. Captin Construction Group, Inc.**, Case #09-80190-Civ-Hurley/Hopkins (action to recover fraudulent conveyances of at least \$350,000 to pay for Theodule's purchase of two homes in Georgia). This case has been administratively closed as to Captin Construction Group, Inc. which filed for bankruptcy. The Receiver has timely filed a Proof of Claim in the bankruptcy proceeding. The case against Homeland Title has been settled for \$70,000. The Order approving settlement was entered on December 27, 2011. This matter is now closed.

The following lawsuit initiated by the Receiver is currently pending against non-insiders:

14. **Receiver v. Regency Realty Group, Inc.**, Case #12-80486-Civ-Hurley/Hopkins (action to recover fraudulent conveyances made by Creative Capital of at least \$2,400,000 as part of the closing transaction relating to the purchase of Dolce Regency Suites, LLC). The Receiver filed this lawsuit in May 2012. Discovery is on-going. The case is set for trial in April 2013.

Each of these actions has required the Receiver's professionals to engage in the various activities involved in pursuing federal civil actions, ranging from discovery and the taking of depositions, to motion practice and trial preparation. In particular, during this application period, the Receiver and his counsel spent substantial time on the matter against Lakay Investments and Homeland Title. The case against Homeland Title required responding to a motion to dismiss and the filing of a summary judgment motion on the issue of fraudulent intent as well as the

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preparation and exchange of expert witness reports. Further, the parties participated in a mediation session with multiple lawyers for the title company and its insurance carrier.

h. Litigation Insiders. Timekeepers at GJB have assisted the Receiver in litigation focused primarily on fraudulent transfers to the Theodule insiders including his wife and close relatives. A considerable amount of time has been spent on securing settlements that will increase the Receivership Estate assets and fully protect the interests of the Creative Capital investors. The GJB timekeepers billed very little to this general category, most time has been appropriately billed to a particular matter.

The following lawsuits initiated by the Receiver against insiders have been settled or have resulted in a judgment in favor of the Receivership Estate as follows:

1. **Receiver v. Gabrielle Alexis, Esq., et al.**, Case #09-20865-Civ-Hurley/Hopkins (action against Creative Capital's former attorney to recover damages as counsel to Creative Capital and to recover fraudulent conveyances in excess of \$6,000,000). The Receiver has obtained a Final Judgment for \$750,000.
2. **Receiver v. Mario Theodule, et al.**, Case #09-80477-Civ-Hurley/Hopkins (action against Theodule's brother to recover fraudulent conveyances of at least \$386,000 and for compensatory, punitive and special damages as a result of Defendants' aiding and abetting Defendant Theodule in the conversion of Creative Capital's property). The Receiver has obtained a Consent Final Judgment in the amount of \$101,000 against Mario Theodule and entry of a Consent Final Judgment in the amount of \$50,000 and \$200,000 for each of his wholly owned corporations, DA Beat House, Inc. and Got Swagg, Inc., respectively.
3. **Receiver v. Dorothy Delisfort-Theodule, et al.**, Case #09-80480-Civ-**Hurley**/Hopkins (action against Theodule's wife and her companies to recover fraudulent conveyances of least \$1.7 million and seeking compensatory, punitive and special damages as a result of Defendants' aiding and abetting Theodule in the conversion of Creative Capital's property). This matter proceeded to trial and the Receiver obtained a Final Judgment in the amount of \$3,000,200.

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4. **Receiver v. Yves Theodule, et al.**, Case #09-80478-Civ-**Hurley**/Hopkins (action against Theodule's brother to recover fraudulent conveyances of at least \$344,000). The Defendants have agreed to the entry of a Consent Final Judgment.
5. **Receiver v. George Julius Theodule**, Case #09-80479-Civ-**Hurley**/Hopkins (action against Theodule's son to recover fraudulent conveyances of at least \$101,000). The Receiver has obtained a Final Judgment for \$106,571.24.
6. **Receiver v. Gerson Corominas, et al.**, Case #09-22325-Civ-Hurley/**Hopkins** (action against Theodule's close friends and their companies to recover fraudulent conveyances of at least \$260,000 and seeking compensatory, punitive and special damages as a result of Defendants' aiding and abetting Theodule in the conversion of Creative Capital's property). This case has been administratively closed pending the conclusion of the bankruptcy proceeding. The Receiver has voluntarily dismissed his adversary complaint in the bankruptcy proceeding.

These actions have required the Receiver's professionals to engage in the various activities involved in pursuing federal civil actions, ranging from discovery and the taking of depositions, to motion practice and trial preparation. In particular, during this application period, the Receiver and his counsel spent substantial time on the matter against Dorothy Delisfort-Theodule, including extensive pre-trial and trial preparation for the trial that took place in October 2010. The Receiver obtained a Final Judgment against Delisfort-Theodule in the amount of \$3,000,200.

i. **Litigation SEC.** \$137.50. Time associated directly to the pending SEC litigation is included in this category, including communications with the SEC.

II. Receiver

The Receiver is responsible for administering the Receivership Entities pursuant to the Order Appointing Receiver, and overseeing the work of the professionals and staff working on the Receivership. The Receiver has spent considerable time reviewing documents,

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corresponding, e-mailing and communicating with various entities, lawyers, bankers and employees as well as managing and overseeing asset analysis and recovery efforts. The Receiver has participated extensively in litigation decisions, meetings and conferences. In addition, during this period, the Receiver has actively participated in all settlement conferences and mediations, reviewed and approved all settlements as well as attended the trial of Dorothy Delisfort-Theodule. The Receiver has also worked diligently with the SEC in its litigation efforts.

The Receiver is requesting \$11,062.50 for his hours.

1. For the Application Period, GJB seeks reimbursement for 891.4 hours of attorney time, including the Receiver, and 229.4 hours of para-professional time. The total amount of fees sought during the Application Period is **\$234,706.75** after GJB's voluntary discount of \$31,750.00. Total expenses sought by GJB for the Application Period is **\$38,725.87**.

2. In consideration of the Receivership Estate's current cash position, the undersigned recommends and consents to a holdback of sixty percent (60%) of the total fee invoices outstanding, without prejudice, to request at a later date the remaining amount due. Accordingly, GJB seeks authorization to be paid \$106,582.70 for its fees and that of the Receiver, and reimbursement of \$38,725.87 in costs, for a total payment of **\$145,308.57**.

3. The undersigned has closely reviewed the invoices and believes the information was accurately recorded and necessary. Moreover, I am responsible for supervising all of the attorneys in my firm on the case. Further, I have carefully reviewed the exhibits attached hereto. I certify that the hours expended and the costs incurred were necessary and reasonable to represent the Receiver during the Application Period.

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4. The Securities and Exchange Commission has reviewed this Application, as well as the underlying time and billing records, and consents to the payment requested herein.

III. Receivership Funds

As of March 31, 2012, the Receiver had collected \$1,254,932.64 on behalf of the Receivership Estate.

MEMORANDUM OF LAW

This Court has the power to appoint a receiver and to award the receiver fees for his services and for expenses incurred by the Receiver in the performance of his duties. *See Donovan v. Robbins*, 588 F. Supp. 1268, 1272 (N.D. Ill. 1984) (“[T]he receiver diligently and successfully discharged the responsibilities placed up on him by the Court and is entitled to reasonable compensation for his efforts.”). *See also Securities & Exchange Commission v. Elliott*, 953 F. Supp. 1560 (11th Cir. 1992) (receiver is entitled to compensation for faithful performance of his duties).

The determination of fees to be awarded is largely within the discretion of the trial court. *Monaghan v. Hill*, 140 F.2d 31 (9th Cir. 1944). Such discretion, however, is predicated upon the assumption that careful consideration is given to all evidence pertaining to the value of the attorneys’ services in light of the factors relevant to a determination.

In determining attorneys’ fees, a court must: (1) determine the nature and extent of the services rendered; (2) determine the value of those services; and (3) consider the factors set forth in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d. 714 (5th Cir. 1974).³ *See Grant v.*

³ In *In re Norman v. Housing Authority of City of Montgomery*, 836 F.2d 1292 (11th Cir. 1988), the Eleventh Circuit applied the following factors in determining an award for attorneys’ fees: (1) the time and labor properly employed by the attorneys in processing the case; (2) the quality

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George Schumann Tire and Battery Co., 908 F.2d 874, 877-878 (11th Cir. 1990) (bankruptcy fee award case addressing the issue of attorneys' fees generally before considering specific requirements in the bankruptcy context). The twelve factors set forth in *Johnson*, a case involving an award of attorneys' fees under Federal civil rights statutes, as incorporated by the Eleventh Circuit in *Grant*, a bankruptcy case, are as follows: (1) the time and labor required; (2) the novelty and difficulty of the questions presented; (3) the skill required to perform the legal services properly; (4) the preclusion of other employment by the attorney due to acceptance of the case; (5) the customary fee for similar work in the community; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or by the circumstances; (8) the amount involved and results obtained; (9) the experience, reputation and ability of the attorney; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases.

The *Johnson* factors have been consistently applied by the district courts to award attorneys' fees and costs in equity receiverships involving the Securities and Exchange Commission. See *Securities & Exchange Commission v. Pension Fund of America*, 2009 WL 1563907 (S.D. Fla. June 2, 2009) (court to consider the factors enunciated in *Johnson*); *Securities & Exchange Commission v. Megafund Corporation*, 2008 WL 2839998 (N.D. Texas June 24, 2008) (court to examine whether the fee application [is] justified under the factors set forth in *Johnson*).

of services rendered; (3) the scope of the activity and conspiracy under attack; (4) the financial risk involved; (5) the magnitude, complexity and novelty of the issues involved; (6) the beneficial results obtained; and (7) the degree to which, if any, efforts were supported by prior governmental action.

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In this Third Request for Interim Compensation, the Receiver has identified by category the amount of work required by this case during the time frame at issue. With respect to the *Johnson* factors, the Receiver would note the following:

The Time and Labor Required

The exhibits attached to this application include **Exhibit A-1** -- Summary of Time, **Exhibit A-2** -- Summary of Time by Activity Code, and **Exhibit B** -- Summary of Requested Reimbursement of Expenses. The exhibits and narrative description in this Application evidence the time and labor employed in proceeding with this case.

The Novelty and Difficulty of the Questions Presented

The investigation and issues underlying the attempted asset recovery have been pronouncedly difficult, given the massive movement of monies, the recalcitrance of witnesses and the difficulty in sifting through and analyzing the voluminous bank records thus far.

The Skill Required to Perform the Legal Services Properly

This case is complex with respect to the legal issues presented, the document management, the number of parties involved and its financial magnitude. It requires experienced and skilled professionals to investigate and prosecute.

The Preclusion of Other Employment by the Attorney due to Acceptance of the Case

Although this case has required an extensive investment of professional and paraprofessional time, it has not been necessary for the Receiver or GJB to turn away other work due to this assignment.

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The Customary Fee for Similar Work in the Community

The hourly rates charged by the attorneys providing work to the Receiver, as well as the Receiver's hourly rate, are below the customary rates of the attorneys working on this case and below those charged by attorneys of comparable skills in the Southern District of Florida for similar work.

Whether the Fee is Fixed or Contingent

The Receiver's and his professionals' compensation in this matter are comprised of fixed hourly rates subject to the final approval of this Court. The Court should consider that the Receiver and GJB have assumed the risk of non-payment and delay in payment.

Time Limitations Imposed by the Client or by the Circumstances

The nature of this case has required careful time management by the professionals involved because of the need to resolve issues efficiently and economically, despite the magnitude of the financial documentation and its analysis.

The Amount Involved and Results Obtained

The evidence thus far gathered and analyzed points to a Ponzi scheme in the range of nearly \$70 million dollars. Thus far, the Receiver has collected over \$1.2 million dollars for the Receivership Estate and over \$7 million in judgments to be collected, with one case seeking \$2.4 million in damages still in litigation.

Significantly, the Receiver has filed lawsuits against Wells Fargo Bank, Bank of America and several brokerage firms seeking several million dollars in damages in each case on behalf of the Receivership Estate. The Receiver has sought and received approval of a litigation

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coordination agreement which authorizes the Receiver to retain counsel on a contingent basis, rather than hourly, to bring these third party claims. *See* DE 252.

The Experience, Reputation and Ability of the Attorney

The principal attorneys on this case are seasoned professionals in the areas of bankruptcy, securities, insolvency and litigation practice.

The Undesirability of the Case

The case is not undesirable; the Receiver and the professionals under his authority are privileged to be involved.

Awards in Similar Cases

The Receiver believes the fees and costs submitted to the Court for consideration in this Application are similar to those awarded in other SEC receivership cases in the Southern District of Florida.

This case involves the investigation and asset recovery emanating from a massive Ponzi scheme involving tens of thousands of documents, thousands of investors, hundreds of companies, and dozens of principals, insiders, third parties and potential witnesses. The Receiver continues to fulfill the duties and rights set forth in the Order Appointing Receivership by analyzing those documents and financial records, conducting interviews, subpoenaing documents, taking depositions, recovering assets, communicating with investors, filing ancillary lawsuits as detailed *supra*, and believes the fees and costs requested herein are proper in light of all the factors set forth in the relevant case law.

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CONCLUSION

GJB respectfully suggests that its application meets all the criteria for this interim request for compensation. The Receiver, with the assistance of GJB, has secured assets and aggressively and successfully, instituted and pursued litigation to recover Receivership Estate assets while communicating regularly with all parties in interest, especially investors. The Receiver has done so at great financial risk given the cashless condition of the Receivership Estate when appointed.

WHEREFORE, GENOVESE JOBLOVE & BATTISTA, by and through undersigned counsel, respectfully requests that this Court enter an order authorizing the payment of \$145,308.57 to GJB representing \$106,582.70 in fees and reimbursement of \$38,725.87 in costs for the Application Period. A proposed form of order is attached.

Dated: November 14, 2012
Miami, Florida

Respectfully submitted,

By: s/Jonathan E. Perlman
Jonathan E. Perlman
RECEIVER

-and-

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CERTIFICATE OF SERVICE

I hereby certify that on November 14, 2012, the foregoing document is being served on all counsel of record and entities identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

s/Carmen Contreras-Martinez .
Carmen Contreras-Martinez

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SERVICE LIST

**Securities and Exchange Commission v. Creative Capital Consortium, LLC et. al.
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Via CM/ECF

10061-001/3735

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EXHIBIT A**SUMMARY OF INTERIM APPLICATION FOR COMPENSATION OF FEES
AND COSTS OF GENOVESE JOBLOVE & BATTISTA, P.A.**

- | | | |
|----|--|--|
| 1. | Name of Applicant | Genovese Joblove & Battista, P.A. and
Jonathan E. Perlman, Esq. |
| 2. | Role of Applicant | Counsel for Receiver and Receiver |
| 3. | Name of certifying professional | Jonathan E. Perlman |
| 4. | Date Receiver appointed | December 29, 2008 |
| 5. | Date of services recovered | October 1, 2010 – March 31, 2012 |
| 6. | Total fee payment requested for this period | \$106,582.70 |
| 7. | Total expense reimbursement requested for this period | <u>\$ 38,725.87</u> |
| 8. | Total fee and expense award requested | <u>\$145,308.57</u> |

HISTORY OF FEE APPLICATIONS

Application Number	Application Period	Date Submitted	Amount of Fees Requested	Amount of Fees Held Back	Amount of Fees Awarded	Total Amount Of Fees & Costs Awarded	Date Awarded
1	12/24/08– 9/30/09	02/18/10	\$884,101.50	\$657,887.79	\$226,213.71	\$290,000.00	3/30/10
2	10/1/09– 9/30/10	04/14/11	\$741,879.25	\$519,315.47	\$222,563.78	\$271,141.13	6/08/11
TOTALS:			\$1,625,980.75	\$1,177,203.26	\$448,777.49	\$561,141.13	

CASE NO.: 08-81565-CIV-Hurley/Hopkins

EXHIBIT A-1**SUMMARY OF TIME BY TIMEKEEPER****PROFESSIONAL LEGAL SERVICES RENDERED (TOTAL)**

NAME	RATE	HOURS	TOTAL FEES
Jonathan E. Perlman	\$295.00	37.50	\$ 11,062.50
David P. Lemoie	\$350.00	74.90	26,215.00
Carmen Contreras-Martinez	\$275.00	668.05	183,713.75
Nancy E. Bergold	\$275.00	71.70	19,717.50
Omar Bradford	\$200.00	39.25	7,850.00
TOTAL BY PROFESSIONAL		891.40	\$ 248,558.75

PARAPROFESSIONAL LEGAL SERVICES RENDERED (TOTAL)

NAME	RATE	HOURS	TOTAL FEES
Silvia J. Anderson	\$110.00	15.30	1,683.00
Michael Pedroso	\$ 75.00	207.80	15,585.00
JoJo Russo	\$100.00	6.30	630.00
TOTAL BY PARAPROFESSIONAL		229.40	\$ 17,898.00

LEGAL SERVICES RENDERED (TOTAL)

NAME	RATE	HOURS	TOTAL FEES
Total Professional		891.40	248,558.75
Total Paraprofessional		229.40	17,898.00
SUBTOTAL:			266,456.75
FIRM VOLUNTARY DISCOUNT			[31,750.00]
TOTAL LEGAL SERVICES		<u>1,120.80</u>	\$ <u>234,706.75</u>

EXHIBIT B

**Summary of Requested Reimbursement of Expenses for
Period October 1, 2010 - March 31, 2012**

1.	Certificate of Good Standing	\$15.00
2.	Filing Fees.....	\$460.00
3.	Process Service Fees	\$5,503.00
4.	Professional Fees	\$3,649.92
5.	Service of Subpoena	\$769.59
6.	Recording Fees.....	\$627.50
7.	Telephone/Conference Call Service Charges	\$276.80
8.	Court Call.....	\$37.00
9.	Court Reporter Fees	\$9,050.83
10.	Transcript	\$200.00
11.	Translating/Interpreting Service	\$432.00
12.	Witness Fees	\$80.00
13.	Writ of Garnishment	\$100.00
14.	Document Production	\$3,137.65
15.	Photocopies	\$9,852.24
	(a) In-house copies: \$5,677.73	
	(b) Outside copies: \$3,955.91	
	(c) Certified copies: \$ 218.60	
16.	Postage	\$87.45
17.	Overnight Delivery Charges	\$1,638.93
18.	Courier/Messenger Service.....	\$60.00

- 19. Computerized Research\$894.88
 - Pacer: \$ 206.88
 - Accurint: \$ 688.00

- 20. Travel Expenses\$1,759.08
 - (a) Local Travel: \$ 329.20
 - (b) Hotel: \$1,393.88
 - (c) Parking: \$ 36.00

- 21. Miscellaneous\$94.00
 - (a) Other: \$ 9.00
 - (b) CDs Burned: \$ 85.00

TOTAL EXPENSE REIMBURSEMENT REQUESTED\$38,725.87

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
(WEST PALM BEACH DIVISION)

CASE NO. 08-81565-CIV-HURLEY/HOPKINS

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

CREATIVE CAPITAL CONSORTIUM,
LLC, A CREATIVE CAPITAL CONCEPT\$,
LLC, and GEORGE L. THEODULE,

Defendants.

ORDER

THIS CAUSE is before the court upon the motion of Genovese Joblove & Battista, P.A. (“GJB”) for interim compensation to pay attorneys’ fees and costs. [DE #__]. GJB was retained by the Receiver on behalf of the Receivership Estate to provide legal services deemed necessary and reasonable by the Receiver. The instant motion seeks interim compensation for their efforts. The Receiver and GJB request \$106,582.70 in fees and \$38,725.87 in costs, the totals representing 40% of the fees incurred during the Application Period, with the other 60% to be requested at a later date. The Receiver and GJB initially agreed to discount their normal hourly fee 10% and subsequently agreed to an additional \$44,454.00 discount. Significantly, the SEC, having reviewed the time and billing records and conferred with the Receiver and GJB to discuss the reasonableness of their fees, consents to the request.

After considering this motion and the documents submitted in support, the SEC's consent and the case law, the court finds that GJB's and the Receiver's services were reasonable, appropriate, and necessary. Accordingly, it is hereby **ORDERED** and **ADJUDGED** that:

1. The motion for reimbursement of attorneys' fees and costs [DE #___] is **GRANTED**.
2. The Receiver is authorized and directed to pay, from the assets held by the Receivership Estate, a total of One Hundred Forty-Five Thousand Three Hundred Eight Dollars and Fifty-Seven Cents (\$145,308.57) to Genovese Joblove & Battista, P.A. for services rendered to the Receivership Estate.
3. This order is without prejudice for GJB or the Receiver to file a motion for the reimbursement of attorneys' fees not covered by this order at a later date.

DONE and **ORDERED** in Chambers at West Palm Beach, Florida this ___ day of November, 2012.

Daniel T. K. Hurley
United States District Judge

Copies provided to counsel of record