

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

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

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

CREATIVE CAPITAL CONSORTIUM, et al.,

Defendants.

**ORDER GRANTING THIRD REQUEST FOR INTERIM COMPENSATION
TO PAY ATTORNEYS' FEES AND COSTS**

THIS CAUSE is before the Court upon the third request of Genovese, Joblove & Battista, P.A. (“GJB”) for interim compensation to pay attorneys’ fees and costs [ECF No. 258].

This case involves an alleged Ponzi scheme that defrauded thousands of investors of over \$60 million. The Court appointed Jonathan E. Perlman as Receiver to initiate litigation on behalf of the Receivership Entities to preserve and maintain their assets for the benefit of investors and creditors. *See* ECF No. 8, ¶ 2. After appointment, the Receiver retained GJB to provide legal services to the Receivership Estate.

As 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 fee invoices currently outstanding, with the remaining 60% to be requested at a later date. A receiver who “reasonably and diligently discharges his duties” is entitled to compensation. *See SEC v. Elliot*, 953 F.2d 1560, 1577 (11th Cir. 1992). “Whether a receiver merits a fee is based on the circumstances surrounding the receivership, and results are always relevant.” *Id.* (citations and quotations omitted). Other relevant factors

include: (1) the time and labor required; (2) the novelty and difficulty of the legal questions; (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 the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorney; (10) the under-desirability of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. *See Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714 (5th Cir.1974).

Applying these factors here, the Court finds that GBL is entitled to compensation for the fees and costs it has incurred. Specifically, the Court, as it has on previous requests, finds that the fees sought by GJB are reasonable. The Court notes that the SEC, having reviewed the time records and this interim compensation request, consents to the award and amount of fees and costs.

Accordingly, it is hereby **ORDERED** and **ADJUDGED** that:

1. The motion of Genovese, Joblove & Battista, P.A. for interim compensation to pay attorneys' fees and costs [ECF No. 258] is **GRANTED**.
2. The Receiver is authorized and directed to pay, from the assets of the Receivership Estate, a total of **\$145,308.57 (One Hundred Forty-Five Thousand, Three Hundred Eight Dollars and Fifty-Seven Cents)** to Genovese Joblove & Battista, P.A. for services rendered to the Receivership Estate. This amount represents \$106,582.70 in fees and \$38,725.87 in costs.
3. This Order is without prejudice for Genovese, Joblove & Battista, P.A. to request

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attorneys' fees and costs not awarded herein at a later date.

DONE and **ORDERED** in Chambers at West Palm Beach, Florida this 30th day of
November, 2012.


Daniel T. K. Hurley
United States District Judge

Copies provided to counsel of record