

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
WEST PALM BEACH DIVISION  
www.flsb.uscourts.gov

In re:

Chapter 11

PALM BEACH FINANCE PARTNERS, L.P.,  
a Delaware limited partnership, *et al.*,<sup>1</sup>

Case No. 09-36379-BKC-PGH

Jointly Administered

Debtors.

**SUMMARY OF  
FIRST POST-CONFIRMATION APPLICATION FOR ALLOWANCE AND  
PAYMENT OF COMPENSATION AND REIMBURSEMENT OF EXPENSES  
INCURRED BY JONATHAN GUY MANNING AND CAMPBELLS LAW FIRM  
AS SPECIAL COUNSEL FOR GEOFFREY VARGA, THE LIQUIDATING  
TRUST MONITOR FOR PALM BEACH FINANCE II, L.P. FOR THE  
PERIOD OF JANUARY 16, 2015 THROUGH JUNE 30, 2015**

1. Name of Applicant: Campbells Law Firm (THE "APPLICANT")
2. Role of Applicant: Special Counsel for Geoffrey Varga, the Liquidating Trust Monitor for Palm Beach Finance II, L.P.
3. Name of Certifying Professional: Jonathan Guy Manning, Esq.
4. Date Case Filed: November 30, 2009
5. Date of application for employment: April 29, 2015
6. Date of Order Approving Professional Employment: May 28, 2015, *nunc pro tunc* to January 16, 2015
7. Date of Disclosure of Compensation (FRBP 2016): N/A
8. Date of this Application: August 21, 2015
9. Dates of Services Reimbursement Sought: January 16, 2015 through June 30, 2015

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<sup>1</sup> The address and last four digits of the taxpayer identification number for each of the Debtors follows in parenthesis:  
(i) Palm Beach Finance Partners, L.P., 3601 PGA Blvd., Suite 301, Palm Beach Gardens, FL 33410 (TIN 9943);  
and (ii) Palm Beach Finance II, L.P., 3601 PGA Blvd., Suite 301, Palm Beach Gardens, FL 33410 (TIN 0680).

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10. Total fee requested for this period: **\$30,806.25**
11. Balance remaining in fee retainer account, not yet awarded: \$ 0.00
12. Fees paid or advanced for this period, by other sources: N/A
13. **TOTAL "NET" AMOUNT OF REQUESTED PROFESSIONAL FEE: \$30,806.25**
14. Total expense reimbursement requested for this period: **\$ 118.21**
15. Balance remaining in expense retainer account, not yet received: N/A
16. Expenses paid or advanced for this period, by other sources: N/A
17. **TOTAL NET AMOUNT OF EXPENSE REIMBURSEMENTS REQUESTED FOR THIS PERIOD:** **\$ 118.21**
18. Total gross requested award (fees & costs) for this period (#10 + #14) \$30,924.46
19. **TOTAL NET REQUESTED AWARD (Fees & Costs) (#13 + #17):** **\$30,924.46**
20. If Final Fee Application, amounts of net awards requested in interim Applications but not previously awarded (total from History of Fees and Expenses, following pages):
21. Final fee and expense award requested (#19 + #20)

History of Fees and Expenses

1. Dates, sources, and amounts of retainers received: N/A
2. Dates, sources and amounts of third party payments received: N/A
3. Prior fee and expense awards: N/A

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PAYMENT OF COMPENSATION AND REIMBURSEMENT OF EXPENSES  
INCURRED BY JONATHAN GUY MANNING AND CAMPBELLS LAW FIRM  
AS SPECIAL COUNSEL FOR GEOFFREY VARGA, THE LIQUIDATING  
TRUST MONITOR FOR PALM BEACH FINANCE II, L.P. FOR THE  
PERIOD OF JANUARY 16, 2015 THROUGH JUNE 30, 2015**

Jonathan Guy Manning and Campbells Law Firm (the “Firm,” or “Applicant”), as special counsel for Geoffrey Varga, in his capacity as the Liquidating Trust Monitor for Palm Beach Finance II, L.P. (the “Monitor”), respectfully requests the entry of an order, pursuant to 11 U.S.C. §330, 331, 503(b)(2), the Confirmation Order and the Liquidating Trust Agreements for the Palm Beach Finance Partners and Palm Beach Finance II Liquidating Trusts, allowing and awarding to the Firm, as an administrative expense, the total amount of \$30,924.46, consisting of fees in the amount of 30,806.25 and reimbursement for actual and necessary expenses incurred in the amount of \$118.21 during the period of January 16, 2015 through June 30, 2015.<sup>2</sup> In this first post-confirmation

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<sup>1</sup> The address and last four digits of the taxpayer identification number for each of the Debtors follows in parenthesis: (i) Palm Beach Finance Partners, L.P., 3601 PGA Blvd., Suite 301, Palm Beach Gardens, FL 33410 (TIN 9943); and (ii) Palm Beach Finance II, L.P., 3601 PGA Blvd., Suite 301, Palm Beach Gardens, FL 33410 (TIN 0680).

<sup>2</sup> On its July 2015 invoice, the Firm issued a \$45.00 and \$140.00 credit to correct two inadvertent billing errors on invoices that are the subject of this Application as to costs and attorney’s fees, respectively. Specifically, the credit for \$45.00 corrects an inadvertent overcharge for copies and results in copy charges totaling 15 cents per page and the credit for \$140.00 corrects an inadvertent overcharge for 1.7 hours of

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application ("Application"), a total of 40.95 hours were expended by the Firm in its representation of the Monitor, for an average hourly rate of \$752.29 during the time period for which fees and expenses are requested in this Application.

Pursuant to Section 7.1.11 of the Second Amended Joint Plan of Liquidation of Barry Mukamal, as Chapter 11 Trustee of Palm Beach Finance Partners, L.P. and Palm Beach Finance II, L.P., and Geoffrey Varga, as Joint Official Liquidator for Palm Beach Offshore, Ltd. and Palm Beach Offshore II, Ltd. (the "Plan")<sup>3</sup>, and the PBF II Liquidating Trust Agreement authorized thereunder, professionals retained by the Liquidating Trustee and Monitor are authorized to receive monthly interim compensation for fees and expenses incurred in carrying out their duties consistent with the Plan and Liquidating Trust Agreements from Trust Assets of the Liquidating Trusts, as long as: (i) notice of the fees and expenses are provided on a monthly basis to the Liquidating Trustee and U.S. Trustee; (ii) no written objections to the fees and expenses sought are received within 10 business days (if objections to the fees and expenses are timely made and cannot be resolved amicably, the Court is to hear and resolve the objections); and (iii) professionals submit applications to the Court for final approval of reimbursement of fees and expenses previously paid to them, no less than once every four (4) months. The Firm has not yet received payment from the Liquidating Trustee for the services rendered and costs incurred to the Monitor during the period from January 16, 2015 through June 30, 2015 and makes this Application to obtain final allowance of those fees and expenses.

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partner Mark Goodman's time at \$775.00 instead of his standard rate of \$695.00 per hour for this case.

<sup>3</sup> Capitalized terms not defined herein shall have the meaning given such terms in the Plan.

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## **I. JURISDICTION**

This Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334, and the Court's retained jurisdiction pursuant to the Confirmation Order. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is core pursuant to 28 U.S.C. §157(b)(2). The statutory predicate for the relief sought herein is sections 330, 331 and 503(b)(2) of the Bankruptcy Code.

## **II. INTRODUCTION**

### **A. Allocation of Request For Attorneys' Fees And Reimbursement of Expenses**

In this Application, the Firm requests compensation and reimbursement of expenses in the amount of \$30,924.46 in connection with 40.95 hours worked and expenses incurred on behalf of the Monitor.

### **B. Retainer Paid To The Firm**

None.

### **C. The Exhibits To This Fee Application**

There are a total number of 4 exhibits attached to this Application. The exhibits are as follows:

#### **EXHIBIT NO.**

Exhibit 1	Summary of Professional and Paraprofessional Time
Exhibit 2	Summary of Requested Reimbursement of Expenses and Disbursements
Exhibit 3	Declaration of Certification
Composite Exhibit 4	Contemporaneous Expense and Time Records

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### **III. BACKGROUND**

1. On November 30, 2009 (the “Petition Date”), Palm Beach Finance Partners, L.P. and Palm Beach Finance II, L.P. (the “Debtors”) commenced these bankruptcy cases by each filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Florida, West Palm Beach Division.

2. On January 28, 2010, in connection with motions filed by the U.S. Trustee for the Southern District of Florida (the “U.S. Trustee”) and Geoffrey Varga, as Joint Official Liquidator of Palm Beach Offshore, Ltd. and Palm Beach Offshore II, Ltd. (the “JOL”), the Court entered an order granting the motion to appoint a Chapter 11 trustee and directed the U.S. Trustee to appoint a Chapter 11 trustee. On or about January 29, 2010, the U.S. Trustee selected Barry Mukamal as the Chapter 11 trustee of the Debtors (the “Chapter 11 Trustee”). This selection was approved on February 2, 2010 by Order of the Court.

3. On August 27, 2010, the Chapter 11 Trustee and the JOL, as co-plan proponents, filed their Amended Disclosure Statement and First Amended Plan, and, on September 3, 2010, the Plan Proponents filed their Second Amended Disclosure Statement and the Second Amended Plan (the “Plan”).

4. On October 21, 2010, following a hearing on October 19, 2010, the Court entered an order confirming the Plan.

5. Pursuant to the Plan, on the Effective Date of the Plan, the Chapter 11 Trustee, on behalf of the Debtors and the Beneficiaries, executed the Liquidating Trust Agreements thereby establishing the Liquidating Trusts for the estates of each of the Debtors.

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6. Pursuant to the Plan, Barry Mukamal was appointed the Liquidating Trustee with the power and authority set forth in the Liquidating Trust Agreements, subject only (in the case of the PBF II Liquidating Trust Agreement) to the power and authority granted to the Monitor in the Plan and the PBF II Liquidating Trust Agreement. Pursuant to the Plan, Geoffrey Varga, as JOL was appointed the Monitor with the power and authority set forth in the PBF II Liquidating Trust Agreement.

7. The PBF II Liquidating Trust Agreement authorizes the Monitor to employ and pay reasonable compensation to attorneys, accountants, appraisers, expert witnesses, insurance adjusters or other persons whose services, in the sole judgment of the Monitor, may be reasonably necessary or advisable to advise or assist him in the discharge of his duties, or otherwise in the exercise of any powers vested in the Monitor.

8. On April 29, 2015, the Monitor filed the Application to Employ Jonathan Guy Manning from Campbells Law Firm Nunc Pro Tunc to January 16, 2015 as special counsel for the Monitor (the "Retention Application") [ECF. No. 2603]. On May 28, 2015, the Court entered an order approving the employment of Jonathan Guy Manning and the Firm, *nunc pro tunc* to January 16, 2015, pursuant to the terms of the Retention Application [ECF No. 2624].

9. Pursuant to Section 7.1.11 of the Plan, professionals retained by the Liquidating Trustee and Monitor are authorized to receive monthly interim compensation for fees and expenses incurred in carrying out their duties consistent with the Plan and Liquidating Trust Agreements from Trust Assets of the Liquidating Trusts, as long as: (i) notice of the fees and expenses are provided on a monthly basis to the Liquidating Trustee and U.S. Trustee; (ii) no

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written objections to the fees and expenses sought are received within 10 business days (if objections to the fees and expenses are timely made and cannot be resolved amicably, the Court is to hear and resolve the objections); and (iii) professionals submit applications to the Court for final approval of reimbursement of fees and expenses previously paid to them, no less than once every four (4) months.

10. Pursuant to Section 7.1.11 of the Plan, on June 24, 2015, the Firm submitted to the Liquidating Trustee and the U.S. Trustee its invoice for services rendered to the Monitor for the period January 16, 2015 through January 31, 2015 in the amount of \$12,476.25 (\$12,476.25 for fees and \$0 for costs), April 1, 2015 through April 30, 2015 in the amount of \$1,411.21 (\$1,312.50 for fees and \$98.71 for costs) and May 1, 2015 through May 31, 2015 in the amount of \$10,802.00 (\$10,797.50 for fees and \$4.50 for costs). No objection to the requested fees was made. Accordingly, the Firm awaits payment of \$24,689.46 for services rendered to, and costs incurred by, the Monitor from January 16, 2015 through May 31, 2015.

11. Pursuant to Section 7.1.11 of the Plan, on July 13, 2015, the Firm submitted to the Liquidating Trustee and the U.S. Trustee its invoice for services rendered to, and costs incurred by, the Monitor for the period June 1, 2015 through June 30, 2015 in the amount of \$6,235.00 (\$6,220.00 for fees and \$15.00 for costs). No objection to the requested fees or costs was made. Accordingly, the Firm awaits payment of \$6,235.00 for services rendered to, and costs incurred by, the Monitor from June 1, 2015 through June 30, 2015.

12. By this Application, the Firm seeks final allowance of the foregoing fees and costs, spanning January 16, 2015 through June 30, 2015, which total \$30,924.46.



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#### **IV. SERVICES RENDERED BY THE FIRM TO THE ESTATE**

The Firm was retained by the Monitor to advise him on Cayman law in connection with the pending adversary case filed by the Liquidating Trustee against General Electric Capital Corporation (“GECC”), Adv. No. 12-01979-PGH (the “Adversary Case”). Specifically, on January 12, 2015, GECC served a subpoena *duces tecum* upon the JOL seeking information and documents that largely implicate Cayman law. On April 22, 2015, GECC cancelled that subpoena and re-issued a new subpoena *duces tecum* upon the Monitor seeking the same information and document, which continue to implicate Cayman law.

During the time period covered in this Application, the Firm reviewed the subpoenas, provided input regarding the impact of Cayman law on Mr. Varga’s responses to those subpoenas and assisted in the preparation of responses to the subpoenas. In this regard, the Firm participated in numerous discussions with the Monitor’s local counsel, Levine Kellogg Lehman Schneider + Grossman, LLP and consultant Kinetic Partners (Cayman) Ltd. Partners. The Firm also participated in discussions with GECC’s U.S. counsel and Cayman counsel to address the procedure for review and objection to the discovery sought.

#### **V. ALLOWANCE AND EVALUATION OF SERVICES RENDERED BY THE FIRM**

Section 330(a) of the Bankruptcy Code provides, in relevant part:

(a)(1) After notice to the parties in interest and the United States trustee and a hearing, and subject to sections 326, 328, and 329, the court may award to a trustee, an examiner, a professional person employed under Section 327 or 1103—

(A) reasonable compensation for actual, necessary services rendered by the trustee, examiner, professional person, or

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attorney and by any paraprofessional person employed by any such person; and

- (B) reimbursement for actual, necessary expenses.
- (2) The court may, on its own motion or on the motion of the United States Trustee, the United States Trustee for the District or Region, the trustee for the estate, or any other party in interest, award compensation that is less than the amount of compensation that is requested.
- (3)(A) In determining the amount of reasonable compensation to be awarded, the court shall consider the nature, the extent, and the value of such services, taking into account all relevant factors, including—
  - (A) the time spent on such services;
  - (B) the rates charged for such services;
  - (C) whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title;
  - (D) whether the services were performed within a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issue, or task addressed; and
  - (E) whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.
- (4)(A) Except as provided in subparagraph (B), the court shall not allow compensation for —
  - (i) unnecessary duplication of services; or
  - (ii) services that were not —
    - (I) reasonably likely to benefit the Debtors' estate; or
    - (II) necessary to the administration of the case.

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- (B) In a chapter 12 or chapter 13 case in which the Debtors is an individual, the court may allow reasonable compensation to the Debtors' attorney for representing the interests of the Debtors in connection with the bankruptcy case based on a consideration of the benefit and necessity of such services to the Debtors and the other factors set forth in this section.
- (5) The court shall reduce the amount of compensation awarded under this section by the amount of any final compensation awarded under §331, and, if the amount of such final compensation exceeds the amount of compensation awarded under this section, may order the return of the excess to the estate.
- (6) Any compensation awarded for the preparation of a fee application shall be based on the level and skill reasonably required to prepare the application.

The Applicant believes that the requested fee of \$30,806.25 for 40.95 hours worked is reasonable considering the factors to be applied under 11 U.S.C. §330(a)(1) and the factors enumerated in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714 (5th Cir. 1974), made applicable to bankruptcy proceedings by *In re First Colonial Corp. of America*, 544 F.2d 1291 (5th Cir. 1977) as follows:

- a. The time and labor required;
- b. The novelty and difficulty of the questions presented;
- c. The skill required to perform the legal services properly;
- d. The preclusion of other employment by the attorney due to acceptance of the case;
- e. The customary fee for similar work in the community;
- f. Whether the fee is fixed or contingent;
- g. Time limitations imposed by the client or by the circumstances;

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- h. The amount involved and the results obtained;
- i. The experience, reputation and ability of the attorneys;
- j. The undesirability of the case;
- k. The nature and length of the professional relationship with the client;
- l. Awards in similar cases;
- m. Whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title; and
- n. Whether the services were performed within a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issue, or task addressed.

**A. Consideration Of Section 330(a) and The First Colonial Factors**

The foregoing description of the services rendered by the Firm to the Monitor, together with the more detailed description of time expended and services rendered set forth in the attached exhibits, describe the nature and extent of the professional services rendered by the Firm to the Monitor for the benefit of the bankruptcy estate during the period of time from January 16, 2015 through June 30, 2015.

Jonathan Guy Manning is the Partner at the Firm with principal responsibility for the representation of the Monitor as special counsel in these cases and for supervision of legal services rendered to the Monitor. Mr. Manning concentrates his practice in the areas of investment fund litigation, insolvency and restructuring. Mr. Manning's hourly billing rate in this Application is \$850.00 and \$875.00. Mark Goodman is a Partner at the Firm who also has experience in the areas of litigation, insolvency and restructuring. Mr. Goodman's hourly billing rate in this Application is

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\$695.00.<sup>4</sup>

Whenever possible, the Firm delegated work on the Monitor's legal matters to Associates and Paralegals of the Firm who have lower billing rates than Partners of the Firm. Liam Faulkner, a senior associate at the Firm, handles litigation, insolvency and restructuring matters and his hourly billing rate in this Application is \$595.00. Georgette Bakhit, a paralegal at the Firm, has worked on these cases on behalf of the Monitor at the hourly billing rate of \$350.00. Given the foregoing, the average billing rate for the Firm's legal services to the Monitor during the Application period is \$752.29 per hour.

The Monitor's legal matters demanded considerable legal skills in the areas of litigation and business law. The Firm's attorneys enjoy a good reputation for their abilities in the areas of complex commercial litigation in the Cayman Islands, and the Firm's billing rates reflect customary billing rates in the Cayman Islands for legal services similar to the services rendered by the Firm to the Monitor in these cases.

With respect to additional factors enumerated in section 330(a) of the Bankruptcy Code, the legal services rendered by the Firm were necessary to achieve the Monitor's goals and legal obligations at the time the services were rendered. Moreover, the legal services performed by the Firm were performed within a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issue, or task addressed.

With regard to the remaining *First Colonial* factors, the Firm's fees were fixed; the Firm was not precluded from other employment due to the acceptance of representation on behalf of the

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<sup>4</sup> As noted previously in this Application, the Firm inadvertently charged 1.75 hours of Mr. Goodman's

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Monitor in these cases; the cases were not undesirable; and the Firm did not have a relationship with the Monitor prior to the commencement of these cases, except that the Firm serves as Cayman counsel for Geoffrey Varga in his capacity as the Joint Official Liquidator of Palm Beach Offshore, Ltd. and Palm Beach Offshore II, Ltd. in the those entities' liquidation proceedings in the Cayman Islands. Finally, the award requested by the Firm in this Application is similar to awards made by this bankruptcy court in similar cases.

#### **VI. CONCLUSION**

For the foregoing reasons, the Firm respectfully requests that the Court enter an Order allowing and awarding the Firm, as an administrative expense, \$30,806.25 for legal services rendered by the Firm in connection with representation of the Monitor for the period of time from January 16, 2015 through June 30, 2015 and \$118.21 for reimbursement of actual and necessary expenses incurred by the Firm, for a total of \$30,924.46.

Dated: August 14, 2015.

Respectfully submitted,

**CAMPBELLS LAW FIRM**

Special Counsel for the Monitor,  
Geoffrey Varga  
Floor 4

Willow House  
Cricket Square  
P.O. Box 884  
Grand Cayman, KY1-1103, Cayman Islands  
Telephone: 345.949.2648  
Facsimile: 345.949.8618  
E-mail: [gmanning@campbellslegal.com](mailto:gmanning@campbellslegal.com)

By   
JONATHAN GUY MANNING

time at \$775.00 but has since issued a credit on its July 2015 invoice for the overage.

**EXHIBIT 1****Summary of Professional and Paraprofessional Time**  
**January 16, 2015 through June 30, 2015**

<b>Name of Professional</b>	<b>Position</b>	<b>Year Licensed</b>	<b>Total Hours</b>	<b>Published Rates</b>	<b>Blended Hourly Rate</b>	<b>Total Fee</b>
Jonathan Guy Manning	Partner	2005	8.75	\$850.00	\$ 850.00	\$ 7,437.50
Jonathan Guy Manning	Partner	2005	11.95	\$875.00	\$ 875.00	\$ 10,456.25
Mark Goodman	Partner	2008	11.00	\$695.00	\$ 695.00	\$ 7,645.00
Mark Goodman	Partner	2008	1.75	\$775.00	\$ 775.00	\$ 1,356.25
Liam Faulkner	Senior Associate	2012	5.25	\$595.00	\$ 595.00	\$ 3,123.75
<b>Subtotals:</b>			<b>38.70</b>		<b>\$ 775.68</b>	<b>\$ 30,018.75</b>
<b>Name of Paraprofessional</b>	<b>Position</b>	<b>Year Licensed</b>	<b>Total Hours</b>	<b>Published Rates</b>	<b>Blended Hourly Rate</b>	<b>Total Fee</b>
Georgette Bakhit	Paralegal		2.25	350.00	\$ 350.00	\$ 787.50
<b>Subtotals:</b>			<b>2.25</b>		<b>\$ 350.00</b>	<b>\$ 787.50</b>
<b>TOTALS:</b>			<b>40.95</b>		<b>\$ 752.29</b>	<b>\$ 30,806.25</b>

Total Hours by Professionals and Paraprofessionals:

40.95

"Blended" Hourly Rate:

\$752.29

Total\* Professional and Paraprofessional Fees:

\$30,806.25

IG9754

**EXHIBIT 2**

**Summary of Requested Reimbursement of Expenses and Disbursements  
January 1, 2015 through June 30, 2015**

In House Duplicating	\$56.25
Outside Courier/Messenger Service	\$55.00
Long Distance Telephone Charges	\$6.96
<b>TOTAL "GROSS" AMOUNT OF REQUESTED DISBURSEMENTS</b>	<b>\$118.21</b>

IG9731



**EXHIBIT 3**

**Declaration of Certification**

I have been designated by Campbells Law Firm (the "Applicant") as the professional with responsibility in this case for compliance with the "Guidelines for Fee Applications for Professionals in the Southern District of Florida in Bankruptcy Cases" (the "Guidelines").

I have read the Applicant's application for compensation and reimbursement of expenses (the "Application"). The Application complies with the Guidelines, and the fees and expenses sought fall within the Guidelines, except as specifically noted in this certification and described in the Application, as follows: On August 7, 2015, Applicant realized that Applicant inadvertently overcharged for copies and, accordingly, issued a \$45.00 credit on its July 2015 invoice which results in copy charges totaling 15 cents per page.

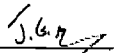
The fees and expenses sought are billed at rates and in accordance with practices customarily employed by the Applicant and generally accepted by the Applicant's clients.

In seeking reimbursement for the expenditures described on Exhibit 2, the Applicant is seeking reimbursement only for the actual expenditure and has not marked up the actual cost to provide a profit or to recover the amortized cost of investment in staff time or equipment or capital outlay (except to the extent that the Applicant has elected to charge for in-house photocopies and outgoing facsimile transmissions at the maximum rates permitted by the Guidelines).

In seeking reimbursement for any service provided by a third party, the Applicant is seeking reimbursement only for the amount actually paid by the Applicant to the third party.

The following are the variances with the provisions of the Guidelines, the date of each court order approving the variance, and the justification for the variance: Not applicable.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
Jonathan Guy Manning

Dated: 14 August 2015

**COMPOSITE EXHIBIT 4**

# Campbells

## INVOICE

Geoff Varga, as Trust Monitor  
Kinetic Partners  
675 Third Avenue, 21st Floor  
New York, NY 10017  
USA

January 2015  
Invoice # 118678

File # 12955-23157  
Attorney Guy Manning  
Client Geoff Varga, as Trust Monitor  
Matter Palm Beach GECC Litigation

For Professional Services Rendered

12,476.25

Total Professional Services and Disbursements

US\$12,476.25

Client Ref 12955-23157  
 Invoice # 118678

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File # 12955-23157  
 Attorney Guy Manning  
 Client Geoff Varga Trust Monitor  
 Matter Palm Beach GECC Litigation

# **PROFESSIONAL SERVICES**

Date		Professional Services	Hours	Amount
01/16/15	GM	reviewing subpoena, considering issues, in house discussion; emails with client, all re GECC litigation	0.75	637.50
01/20/15	MG	Attending to reviewing and summarizing various authorities relating to CRPL in preparation for call. In house discussion with GM. Call with Kinetic/Robin Rubens.	3.00	2,085.00
01/20/15	GM	reviewing note from MG on CRPL; preparing for and participating in call with US counsel re GECC subpoena.	2.00	1,700.00
01/21/15	MG	Attending to preparing summary of law of privilege.	0.50	347.50
01/22/15	MG	Attending to reviewing amended note on law of privilege and further revising note. E-mail to Robin Rubens with note on law of privilege. Further exchange of e-mails with Robin Rubens.	1.00	695.00
01/22/15	GM	emails / in house discussions re GECC subpoena and CRPL issues	0.25	212.50
01/26/15	MG	Attending to exchange of e-mails with Guy Manning re JOLs' objection to GECC's subpoena. Exchange of e-mails with Robin Rubens. E-mail to Ann Gittleman re GECC issues.	0.50	347.50
01/27/15	MG	Attending to considering JOLs' objection to GECC's subpoena, including e-mails between Ann Gittleman and Robin Rubens. E-mail to Robin Rubens with comments on	1.25	868.75

Client Ref 12955-23157  
 Invoice # 118678

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		Motion/Objection.		
01/27/15	GM	Various emails re subpoena.	0.25	212.50
01/28/15	MG	Attending to considering e-mail from Ann Gittleman with comments on draft GECC Protective Motions and considering e-mail from Robin Rubens. Call with Kinetic to discuss subpoena issues. Exchange of e-mails with Robin Rubens.	0.50	347.50
01/28/15	GM	Various emails and discussions re draft motion and objections.	0.75	637.50
01/29/15	GM	reviewing and commenting on drafts of Motion and Objections; calls and in house discussion re same	3.75	3,187.50
01/30/15	MG	Attending to Call with Robin Rubens to discuss Subpoena Motion/Objection.	0.50	347.50
01/30/15	GM	Reviewing and commenting on draft Motion and Objections; call with R Rubens and client.	1.00	850.00

**Timekeeper Summary**

		Rate	Hours	Amount
GM	Guy Manning	850.00	8.75	7,437.50
MG	Mark Goodman	695.00	7.25	5,038.75

**Total Professional Services**

**US\$ 12,476.25**

**Total Professional Services and Disbursements**

**US\$12,476.25**

# Campbells

## INVOICE

Geoff Varga, as Trust Monitor  
Kinetic Partners  
675 Third Avenue, 21st Floor  
New York, NY 10017  
USA

April 2015  
Invoice # 123661

File # 12955-23157  
Attorney Guy Manning  
Client Geoff Varga, as Trust Monitor  
Matter Palm Beach GECC Litigation

For Professional Services Rendered- April 2015

1,312.50

**Disbursements**

Courier  
Photocopies & Printing  
Telephone

55.00  
36.75  
6.96

Total Disbursements

\$98.71

Total Professional Services and Disbursements

US\$1,411.21

Client Ref 12955-23157  
 Invoice # 123661

April 2015  
 Page 1

File # 12955-23157  
 Attorney Guy Manning  
 Client Geoff Varga Trust Monitor  
 Matter Palm Beach GECC Litigation

# **PROFESSIONAL SERVICES**

Date		Professional Services	Hours	Amount
04/20/15	JGM	call from and emails with R Rubens, organizing extensive conflict check	0.50	437.50
04/22/15	JGM	considering implications of change to subpoena	0.25	218.75
04/23/15	JGM	various emails with R Rubens re retention issues	0.25	218.75
04/24/15	JGM	running detailed conflict check, reviewing draft application, order and affidavit, commenting on affidavit	0.50	437.50

## **Timekeeper Summary**

		Rate	Hours	Amount
JGM	Guy Manning	875.00	1.50	1,312.50
<b>Total Professional Services</b>				<b>US\$ 1,312.50</b>

## **Disbursements**

Date	Disbursements	Amount
04/28/15	Courier to: Levine Kellogg Lehman Schnelder & G –	55.00
	Attn: Robin J. Rubens – WB#7734-7749-5523	
	Photocopies & Printing	36.75
	Telephone	6.96
<b>Total Disbursements</b>		<b>US\$ 98.71</b>
<b>Total Professional Services and Disbursements</b>		<b><u>US\$ 1,411.21</u></b>

# Campbells

## INVOICE

Geoff Varga, as Trust Monitor  
Klnetic Partners  
675 Thlr Avenue, 21st Floor  
New York, NY 10017  
USA

May 2015  
Invoice # 123664

File # 12955-23157  
Attorney Guy Manning  
Client Geoff Varga, as Trust Monitor  
Matter Palm Beach GECC Litigation

For Professional Services Rendered- May 2015

10,797.50

### Disbursements

Photocopies & Printing

4.50

Total Disbursements

US\$4.50

Total Professional Services and Disbursements

US\$10,802.00



Client Ref 12955-23157  
 Invoice # 123664

May 2015  
 Page 1

File # 12955-23157  
 Attorney Guy Manning  
 Client Geoff Varga Trust Monitor  
 Matter Palm Beach GECC Litigation

# **PROFESSIONAL SERVICES**

<b>Date</b>		<b>Professional Services</b>	<b>Hours</b>	<b>Amount</b>
05/08/15	JGM	Detailed consideration of strategy, s.4 authorities, drafting of cost estimate and analysis of most cost effective strategy	2.75	2,406.25
05/11/15	JGM	Reviewing and commenting on revised draft Motion and Objections; considering potential approaches to the S.4 application and document review exercise, preparing detailed note on same as part of a costs estimate; emails with R Rubens	4.45	3,893.75
05/12/15	JGM	Finalising costs estimate and further consideration of issues	0.75	656.25
05/13/15	JGM	Call with R Rubens, further consideration of approach to S.4 application and doc review exercise, revising costs estimate	2.00	1,750.00
05/15/15	JGM	Briefing L Faulkner	0.25	218.75
05/15/15	LMF	Briefing with G Manning	0.25	148.75
05/20/15	JGM	Briefing L Faulkner	0.25	218.75
05/20/15	LMF	Briefing with G Manning	0.25	148.75
05/27/15	MGM	Attending to exchange of e-mails with Robin Rubens re proposed call with GECC counsel.	0.25	193.75

Client Ref 12955-23157  
 Invoice # 123664

May 2015  
 Page 2

05/28/15	MGM	Attending to exchange of e-mails with Robin Rubens re proposed call.	0.25	193.75
05/29/15	MGM	Attending to exchange of e-mails with Robin Rubens re proposed call. Telephone call with Robin Rubens	1.00	775.00
05/31/15	MGM	Attending to exchange of e-mails with Robin Rubens.	0.25	193.75

#### Timekeeper Summary

		Rate	Hours	Amount
JGM	Guy Manning	875.00	10.45	9,143.75
LMF	Liam Faulkner	595.00	0.50	297.50
MGM	Mark Goodman	775.00	1.75	1,356.25
<b>Total Professional Services</b>				<b>US\$ 10,797.50</b>

#### Disbursements

Date	Disbursements	Amount
	Photocopies & Printing	4.50
<b>Total Disbursements</b>		<b>US\$ 4.50</b>
<b>Total Professional Services and Disbursements</b>		<b><u>US\$10,802.00</u></b>

# Campbells

## INVOICE

Geoff Varga, as Trust Monitor  
675 Third Avenue, 21st Floor  
New York, NY 10017  
USA

30 June 2015  
Invoice # 124431

File # 15193-23157  
Attorney Guy Manning  
Client Geoff Varga, as Trust Monitor  
Matter Palm Beach GECC Litigation

**For Professional Services Rendered** 6,220.00

**Disbursements**  
Photocopies & Printing 15.00

**Total Disbursements** 15.00

**Total Professional Services and Disbursements** US\$ 6,235.00

**Past Due Balance** 24,689.46

**Total Amount Due** US\$ 30,924.46

Client Ref 15193 - 23157  
 Invoice # 124431

30 June 2015  
 Page 1

File # 15193-23157  
 Attorney Guy Manning  
 Client Geoff Varga, as Trust Monitor  
 Matter Palm Beach GECC Litigation

#### Professional Services

Date		Professional Service	Hours	Amount
06/03/15	LMF	Email to/from M Goodman re upcoming conference call with GECC's counsel	0.25	148.75
06/08/15	MGM	Attending to exchange of e-mails with Kate Lattner.	0.25	173.75
06/09/15	LMF	Pre-call discussion with M Goodman; preparation for conference call, review of costs estimate and documents filed on behalf of Trust Monitor in the US; attendance on conference call	1.00	595.00
06/09/15	GCB	Review of e-mail from Liam Faulkner re upcoming conference call with GECC's counsel.	0.25	87.50
06/09/15	GCB	Attending to conference call with Mark Goodman, Liam Faulkner and GECC's counsel.	0.50	175.00
06/09/15	MGM	Attending to telephone call with Robin Rubens/GECC's counsel. E-mail to Marc Kish/Grainne King re follow up call.	0.75	521.25
06/10/15	LMF	Emails with Harneys re conference call	0.25	148.75
06/10/15	MGM	Attending to exchange of e-mails with Robin Rubens. Exchange of e-mails with Marc Kish re follow up call.	0.50	347.50
06/11/15	LMF	Attendance on call with Harneys; email to Robin Rubens; email from Robin Rubens	1.00	595.00
06/11/15	MGM	Attending to telephone call with Marc Kish followed by in house discussion with Liam Faulkner re next steps/task allocation. Considering e-mail from Robin Rubens with document inventory.	1.00	695.00
06/11/15	GCB	Reviewing costs estimate and documents filed on behalf of Trust Monitor in the US; Attendance on call with Harneys.	1.00	350.00
06/12/15	LMF	Email from R Rubens, review of inventory of documents provided; email to/from M Goodman;	0.75	446.25
06/12/15	MGM	Attending to exchange of e-mails with Liam Faulkner re inventory of documents.	0.25	173.75
06/22/15	LMF	Email to M Goodman re disclosure exercise; brief discussion with M Goodman	0.25	148.75
06/25/15	LMF	Briefing with M Goodman and G Bakht; emails from M Goodman and R Rubens	0.50	297.50
06/25/15	MGM	Attending to telephone call with Marc Kish at Harneys re inventory. IHD with Liam Faulkner/Georgette Bhakht re document review exercise. Telephone call out to Robin Rubens, message left. Exchange of e-mails with Robin Rubens and internally.	0.75	521.25
06/25/15	GCB	Attending to briefing with M Goodman and L Faulkner; e-mails from M Goodman and R Rubens.	0.50	175.00

Client Ref 15193 - 23157  
 Invoice # 124431

30 June 2015  
 Page 2

### Professional Services

Date	Professional Service	Hours	Amount
06/26/15 LMF	Email from/to R Rubens; call with R Rubins; email from/to K Lattner	0.75	446.25
06/30/15 MGM	Attending to exchange of e-mails with Kate Lattner re inventory.	0.25	173.75

### Timekeeper Summary

		Rate	Hours	Amount
GCB	Georgette Bakht	350.00	2.25	787.50
LMF	Liam Faulkner	695.00	4.75	2,826.25
MGM	Mark Goodman	695.00	3.75	2,606.25
<b>Total Professional Services</b>				<b>US\$ 6,220.00</b>

### Disbursements

Date	Disbursements	Amount
	Photocopies & Printing	15.00
<b>Total Disbursements</b>		<b>US\$ 15.00</b>

### Total Professional Services and Disbursements

**US\$ 6,235.00**

### Past Due Balance

**24,689.46**

### Total Amount Due

**US\$ 30,924.46**

### Prior Unpaid Invoices for this Matter

Date	Invoice No.	Amount Billed	Amount Paid	Amount Due
01/31/15	118678	12,476.25	0.00	12,476.25
06/10/15	123661	1,411.21	0.00	1,411.21
06/10/15	123664	10,802.00	0.00	10,802.00
<b>Past Due Balance:</b>				<b>24,689.46</b>