

UNITED STATES BANKRUPTCY COURT  
 SOUTHERN DISTRICT OF FLORIDA  
 WEST PALM BEACH DIVISION  
[www.flsb.uscourts.gov](http://www.flsb.uscourts.gov)

In re:

Chapter 11

PALM BEACH FINANCE PARTNERS, L.P.,  
 PALM BEACH FINANCE II, L.P.<sup>1</sup>

Case No. 09-36379-PGH  
 Case No. 09-36396-PGH  
 (Jointly Administered)

Debtors.

**ELLIOT B. KULA AND KULA & SAMSON, LLP'S  
 SECOND INTERIM POST CONFIRMATION FEE APPLICATION**

1.	Name of Applicant:	<i>Kula &amp; Samson, LLP</i>
2.	Role of Applicant:	<i>Liquidating Trustee's Consultant</i>
3.	Name of Certifying Professional:	<i>Elliot B. Kula</i>
4.	Date cases filed:	<i>November 30, 2009</i>
5.	Date of application for employment:	<i>March 12, 2013[ECF No. 1751]</i>
6.	Date of order approving employment:	<i>April 2, 2013[ECF No. 1778]</i>
7.	If debtor's counsel, date of Disclosure of Compensation form:	<i>N/A</i>
8.	Date of this application:	<i>April 25, 2014</i>
9.	Dates of services covered:	<i>November 1, 2013 thru February 28, 2014</i>
<b>Fees...</b>		
10.	Total fee requested for this period (from Exhibit 1):	\$ 350.00
11.	Balance remaining in fee retainer account, not yet awarded:	\$ 0.00
12.	Fees paid or advanced for this period, by other sources:	\$ 0.00
13.	<b>Net amount of fee requested for this period:</b>	<b>\$ 350.00</b>

<sup>1</sup>The address and last four digits of the taxpayer identification number for each of the Debtors are as follows: (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.

<b>Expenses...</b>	
14. Total expense reimbursement requested for this period:	\$ 0.00
15. Balance remaining in expense retainer account, not yet received:	\$ 0.00
16. Expenses paid or advanced for this period, by other sources:	\$ 0.00
17. <b>Net amount of expense reimbursements requested for this period</b>	\$ 0.00
18. Gross award requested for this period (#10 + #14)	\$ 350.00
19. <b>Net award requested for this period (#13 + #17)</b>	\$ 350.00

## History of Fees and Expenses

1. Dates, sources, and amounts of retainers received:			
Dates	Sources	Amounts	For fees or costs?
N/A			
2. Dates, sources, and amounts of third party payments received:			
Dates	Sources	Amounts	For fees or costs?
N/A			
3. Prior fee and expense awards...			
<b>First interim application [ECF No. 2069]</b>			
Dates covered by first application:		July 1, 2013 through October 31, 2013	
Amount of fees requested:		\$ 2,050.00	
Amount of expenses requested:		\$ 0.00	
Amount of fees awarded:		\$ 2,050.00	
Amount of expenses awarded:		\$ 0.00	
Amount of fee retainer authorized to be used:		\$ 0.00	
Amount of expense retainer authorized to be used:		\$ 0.00	
Fee award, net of retainer:		\$ 0.00	
Expense award, net of retainer:		\$ 0.00	
Date of first award:		January 29, 2014 [ECF No. 2138]	
Amount of fees actually paid:		\$ 2,050.00	
Amount of expense reimbursement actually paid:		\$ 0.00	

Portion of fees requested but not awarded, which applicant wishes to defer to final fee application:	\$ 0.00
Portion of expenses requested but not awarded, which applicant wishes to defer to final fee application:	\$ 0.00

<b>Monthly <i>POST CONFIRMATION</i> invoicing dated December 5, 2013</b>	
Dates covered by invoicing:	July 1, 2013 through October 31, 2013
Amount of fees and expenses requested:	\$ 2,050.00
Amount of fees and expenses paid absent objection:	\$ 0.00

<b>Monthly <i>POST CONFIRMATION</i> invoicing dated March 10, 2014</b>	
Dates covered by invoicing:	November 1, 2013 through February 28, 2014
Amount of fees and expenses requested:	\$ 350.00
Amount of fees and expenses paid absent objection:	\$ 350.00

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In re:

Chapter 11

PALM BEACH FINANCE PARTNERS, L.P.,  
PALM BEACH FINANCE II, L.P.<sup>2</sup>

Case No. 09-36379-PGH  
Case No. 09-36396-PGH  
(Jointly Administered)

Debtors.

**SECOND INTERIM POST CONFIRMATION FEE APPLICATION FOR ALLOWANCE  
AND PAYMENT OF COMPENSATION OF ELLIOT B. KULA AND KULA &  
SAMSON, LLP AS CONSULTANTS TO CHAPTER 11 LIQUIDATING TRUSTEE**

Kula & Samson, LLP (“*K&S*”), having been approved by this Court as expert consultants for Chapter 11 Liquidating Trustee, Barry E. Mukamal (“*Trustee*”), applies for allowance of compensation for professional services rendered and reimbursement of the necessary expenses paid or incurred by K&S between November 1, 2013 through February 28, 2014, and in support states:

1. On November 30, 2009, Palm Beach Finance Partners, L.P. (the “*Debtor*”) filed its Voluntary Petition for relief under chapter 11 of the United States Bankruptcy Code [ECF No. 1]. On December 1, 2009, this case was jointly administered with the estate of *In re Palm Beach Finance II, L.P.*, Case No. 09-36396-PGH [ECF No. 19].

2. On January 28, 2010, the Court entered the Agreed Order Directing Appointment of Chapter 11 Trustee and denying the United States Trustee’s Motion to Convert Cases to Cases under Chapter 7 [ECF No. 100].

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<sup>2</sup>The address and last four digits of the taxpayer identification number for each of the Debtors are as follows: (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.

3. On January 29, 2010, the United States Trustee appointed the Liquidating Trustee as Trustee in both estates [ECF No. 107].

4. On April 2, 2013, this Court entered an Order [ECF No. 1778] granting the Liquidating Trustee's Application to Employ Elliot B. Kula and Genovese Kula & Samson, LLP, as expert consultants to the Liquidating Trustee.

5. At the confirmation hearing held on October 19, 2010, the Court confirmed 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 of Palm Beach Offshore, Ltd. And Palm Beach Offshore II, Ltd.*, dated September 3, 2010 [ECF No. 245] (the "**Plan**") in the above referenced jointly administered bankruptcy proceeding.

The Plan defines Confirmation Date as "the date on which the Bankruptcy Court enters the Confirmation Order on its docket". The Order Confirming Second Amended Joint Liquidating Chapter 11 Plan [ECF No. 444] (the "**Confirmation Order**") was entered on the Court's docket on October 21, 2010.

6. Article 7 of the Plan provides:

7.1.4 *PBF Liquidating Trust Management.* Barry Mukamal shall be PBF Liquidating Trustee with the power and authority set forth in the PBF Liquidating Trust Agreement.

7.1.5 *PBF Liquidating Trust Structure.* As more fully set forth in the PBF Liquidating Trust Agreement, the PBF Liquidating Trustee shall oversee and direct the PBF Liquidating Trust's operations and activities, including the retention of counsel.

7.1.7 *PBF II Liquidating Trust Monitor.* Geoffrey Varga, as Joint Official Liquidator for Offshore Funds shall be the PBF II Liquidating Trust Monitor with the power and authority set forth in the PBF II Liquidating Trust Agreement.

7.1.11 *Compensation of Professionals Retained by the Liquidating Trustees and the PBF II Liquidating Trust Monitor.* Professionals retained by the PBF II

Liquidating Trust Monitor and the Liquidating Trustee shall be entitled to monthly interim compensation for fees and expenses incurred in carrying out their duties consistent with the Plan and the Liquidating Trust Agreements; provided, however, that the PBF II Liquidating Trust Monitor or the Liquidating Trustee shall provide to the other, and the United States Trustee, notice of such requested fees and expenses on a monthly basis. Following such notice, if no objections to the fees and expenses set forth in the monthly statement are received in writing within 10 business days, 100% of such professional's fees and expenses shall be paid. Notice of objections to such fees and expenses shall be made via e-mail and/or facsimile. If objections to the fees and expenses are made and cannot be resolved, such objections will be heard and resolved by the Bankruptcy Court. Any such fees and expenses shall be payable from the Trust Asset of the Liquidating Trusts. The PBF II Liquidating Trust Monitor and the Liquidating Trustee shall, no less frequently than once every four (4) months, submit applications to the Bankruptcy Court for final approval of reimbursement of fees and expenses paid to their professionals.

7. This application is submitted pursuant to 11 U.S.C. § 331 for the allowance and payment to K&S in the amount of \$350 for fees incurred between November 1, 2013 and February 28, 2014, for a total request of \$350.

8. All of the services rendered by K&S were performed for and on behalf of the Liquidating Trustee.

#### **I. SUMMARY OF SERVICES RENDERED**

9. K&S rendered varied services as experts on behalf of the Liquidating Trustee for the period of time from November 1, 2013 through February 28, 2014. K&S is requesting \$350 in professional fees for services rendered. K&S logged a total of 0.7 hours at the hourly rate of \$500 during the time period for which fees were required in this fee application.

10. K&S devoted 0.7 hours, for a total of \$350, towards analyzation of issues, research, review of documents and other case materials in order to perform certain analyses.

## **II. REQUEST FOR COMPENSATION**

11. Pursuant to the decisions of the United States Court of Appeals for the Fifth Circuit in In re First Colonial Corp. of America, 544 F.2d 1291 (5th Cir. 1977); and In re Johnson v. Georgia Highway Express, Inc., 488 F.2d 714 (5th Cir. 1974), the applicant requests that this Court consider the following factors in determining the amount of compensation that is reasonable for the applicant's services in this case.

## **III. TIME AND LABOR REQUIRED**

12. The transcribed time records and details of services rendered by K&S are attached hereto as Exhibit 3. K&S has devoted 0.7 hours in time in providing services to the Liquidating Trustee between November 1, 2013 through February 28, 2014. Attached as Exhibit 1-A is a Summary of Professional and Paraprofessional Time Total Per Individual for this Period Only and attached as Exhibit 1-B is a Summary of Professional and Paraprofessional Time by Activity Code Category for this Time Period Only. Also attached as Exhibit 2 is a Summary of Requested Reimbursement of Expenses for this Time Period Only.

13. All professionals of K&S record the time expended in the rendition of professional services for the Liquidating Trustee by recording a detailed description of such professional services rendered.

14. All professionals involved in the rendering of services in this proceeding avoided any unnecessary duplication of work and time expended.

## **IV. NOVELTY AND DIFFICULTY OF THE ISSUES AND QUESTIONS PRESENTED**

15. K&S was retained by the Liquidating Trustee as advisors providing consulting services on a wide range of appellate matters that the Liquidating Trustee deems necessary.

**V. SKILL REQUISITE TO PERFORM THE LEGAL SERVICES PROPERLY**

16. K&S submits that the professionals assigned to these cases have the requisite experience, seniority and skills necessary to effectively and efficiently meet the requirements of the tasks required. K&S believes it has demonstrated the requisite, substantial expertise to skillfully provide its services.

**VI. PRECLUSION FROM OTHER EMPLOYMENT**

17. Though K&S has devoted time as consultants for the Liquidating Trustee as more fully set forth in Exhibit 3, K&S has not been forced to decline other matters as a result of its accepting this employment.

**VII. CUSTOMARY FEE**

18. The hourly rate charged is K&S's customary fee for services of the type rendered herein.

**VIII. TIME LIMITATIONS IMPOSED BY THE CLIENT  
OR THE CIRCUMSTANCES**

19. K&S has not been required to expend considerable time within short periods.

**IX. THE EXPERIENCE, REPUTATION AND ABILITY OF THE PROFESSIONALS**

20. K&S is a well-respected law firm having substantial experience in the type of services required under this engagement. The quality of work performed by K&S in this proceeding attests to the firm's experience, reputation and ability.

21. Elliot Kula received his Juris Doctor from Hamline University School of Law in 1993. Mr. Kula practices exclusively as an appellate attorney. A copy of Mr. Kula's resume is attached to the Liquidating Trustee's Application to Employ Elliot B. Kula and Kula & Samson, LLP, [ECF No. 1751], and is incorporated herein by reference.



**X. THE UNDESIRABILITY OF THE CASE**

22. K&S does not deem these cases to be undesirable and is honored to have been retained by the Liquidating Trustee.

**XI. APPLICABLE LEGAL STANDARD**

23. The amount requested by K&S is reasonable in terms of awards in cases of similar magnitude and complexity. The compensation which K&S is requesting comports with the mandate of the Bankruptcy Code, which directs that services be evaluated in light of comparable services performed in non-bankruptcy cases in the community. The fee requested by K&S in the amount of \$350 for 0.7 hours of services is entirely appropriate.

24. K&S considers the reasonable value of services rendered to this estate to be not less than \$350 for services rendered for the Fee Period.

**XII. ALLOCATION BETWEEN DEBTORS' ESTATES**

25. The Liquidating Trustee requests that 18% of the fee awarded be allocated to Palm Beach Finance Partners, L.P. ("**PBF**") and 82% of the fee awarded be allocated to Palm Beach Finance II, L.P. ("**PBF II**"). Section 1.76, entitled "Pro Rata Allocation Formula," of the Second Amended Joint Plan of Liquidation dated September 3, 2010 [ECF No. 245] provides for a *pro rata* allocation formula derived from the Compiled Financial Statements, dated April 30, 2008, for each of the Debtors by Kaufman Rossin & Co. The data contained therein supports an 18%/82% allocation between PBF and PBF II, respectively, based upon the total assets of each entity as of the date of such compilations. Based on the circumstances and since the services provided by K&S were performed on behalf of and benefitted both estates, the Liquidating Trustee believes that this formula is the proper methodology to allocate certain fees and expenses between the two estates and

respectfully requests the Court approve the allocation of fees requested in this Application as follows:

<b>Estate / Percentage</b>	<b>Fees</b>
Palm Beach Finance Partners, L.P. (18%)	\$63.00
Palm Beach Finance II. L.P. (82%)	\$287.00
<b>TOTAL FEES AND COSTS:</b>	<b>\$350.00</b>

**WHEREFORE**, K&S respectfully requests that it be allowed the full compensation and reimbursement of expenses sought under this application. K&S requests this Court to award a total of \$350 for fees incurred between November 1, 2013 and February 28, 2014, approve the allocation of fees and expenses between the estates and for such other and further relief this Court deems just and proper.

#### **CERTIFICATION**

1. I have been designated by Kula & Samson, LLP (the "Applicant") as the professional with responsibility in these cases for compliance with the current Mandatory Guidelines on Fees and Disbursements For Professionals In The Southern District of Florida Bankruptcy Cases (the "Guidelines").

2. I have read the Applicant's application for compensation and reimbursement of costs (the "Application").

3. To the best of my knowledge, information, and belief formed after reasonable inquiry, the Application complies with the Guidelines.

4. To the best of my knowledge, information, and belief formed after reasonable inquiry, the fees and disbursements sought fall within the Guidelines, except as specifically noted in this Certificate and described in the Application.

5. Except to the extent that fees or disbursements are prohibited or restricted by the Guidelines, the fees and disbursements sought are billed at rates and in accordance with practices customarily employed by the Applicant and generally accepted by the Applicant's clients.

6. In providing a reimbursable service or disbursement (other than time charged for paraprofessionals and professionals), the Applicant does not make a profit on that service or disbursement (except to the extent that any such profit is included within the permitted allowable amounts set forth in the Guidelines for photocopies and facsimile transmission).

7. In charging for a particular service or disbursement, the Applicant does not include in the amount for which reimbursement is sought the amortization of the cost of any investment, equipment or capital outlay (except to the extent that any such amortization is included within the permitted allowable amounts set forth herein for photocopies and facsimile transmission).

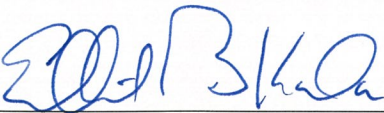
8. In seeking reimbursement for a service which the Applicant justifiably purchased or contracted for from a third party, the Applicant is requesting reimbursement only for the amount billed to the Applicant by the third-party vendor and paid by the Applicant to such vendor.

9. The trustee, the examiner (if any), the chairperson of each official committee (if any), the debtor, the U.S. Trustee, and their respective counsels, will be mailed, simultaneously with the filing of the Application with the Court, a complete copy of the Application (including all relevant exhibits).

10. The following are the variances with the provisions of the Guidelines, the date of the specific Court approval of such departure, and the justification for the departure: None.

**I HEREBY CERTIFY** that the foregoing is true and correct.

Kula & Samson, LLP  
17501 Biscayne Blvd.  
Suite 430  
Miami, FL 33160  
Telephone (305) 354-3858  
Facsimile (305) 354-3822

By:   
Fla. Bar No. 3794  
E-mail: [elliott@kulaandsamson.com](mailto:elliott@kulaandsamson.com)

**I HEREBY CERTIFY** that, pursuant to that certain Order Authorizing Professionals Employed by the Liquidating Trustee and Monitor to Provide Notice of their Post Confirmation Fee Applications for Compensation in Summary Form [ECF No. 648], a Notice of Filing, which will include a Certificate of Service for the foregoing, will be filed at a later date.

s/ Michael S. Budwick  
Michael S. Budwick, Esquire  
Fla. Bar No. 938777  
[mbudwick@melandrussin.com](mailto:mbudwick@melandrussin.com)  
MELAND RUSSIN & BUDWICK, P.A.  
3200 Southeast Financial Center  
200 South Biscayne Boulevard  
Miami, Florida 33131  
Telephone: (305) 358-6363  
Telecopy: (305) 358-1221

*Attorneys for the Liquidating Trustee*

**EXHIBIT "1-A"****Summary of Professional and Paraprofessional Time  
Total per Individual for this Period Only**

[If this is a final application, and does not cumulate fee details from prior interim applications, then a separate Exhibit 1-A showing cumulative time summary from all applications is attached as well.]

<b>Name</b>	<b>Title</b>	<b><u>Year Licensed</u></b>	<b><u>Total Hours</u></b>	<b><u>Hourly Rate</u></b>	<b><u>Total Fees</u></b>
Elliot B. Kula	Attorney	1994	0.70	\$500.00	\$ 350.00
Blended Hourly Rate				\$500.00	
<b>Total Fees</b>			0.70		\$ 350.00

**EXHIBIT "1-B"****Summary of Professional and Paraprofessional Time  
by Activity Code Category for this Time Period Only**

<b>Professional Services</b>				
	<b>Name</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>
Attorney	Elliot B. Kula	\$500.00	0.70	\$ 350.00
<b>CATEGORY TOTALS:</b>			<b>0.70</b>	<b>\$ 350.00</b>

EXHIBIT "2"  
Summary of Requested Reimbursement Of Expenses  
for this Time Period Only

[If this is a final application which does not cumulate prior interim applications, a separate summary showing cumulative expenses for all applications is attached as well]

1.	Filing Fees	\$ 0.00
2.	Process Service Fees	\$ 0.00
3.	Witness Fees	\$ 0.00
4.	Court Reporter & Transcripts	\$ 0.00
5.	Lien and Title Searches	\$ 0.00
6.	Photocopies (in-house copies) ( copies @ 15¢)	\$ 0.00
7.	Photocopies (outside copies)	\$ 0.00
8.	Postage	\$ 0.00
9.	Overnight Delivery Charges	\$ 0.00
10.	Outside Courier/Messenger Services	\$ 0.00
11a.	Long Distance (a) Telephone Charges	\$ 0.00
11b.	Long Distance (b) Conference Calls	\$ 0.00
12.	Long Distance Fax Transmission @ \$1.00/pg.	\$ 0.00
13.	Computerized Research	\$ 0.00
14.	Out of Southern District of Florida Travel	\$ 0.00
	A. Transportation	
	B. Lodging	
	C. Meals	
15.	Other (Not specifically disallowed; must specify and justify)	\$ 0.00
<b>TOTAL "GROSS" AMOUNT OF REQUESTED DISBURSEMENTS</b>		<b>\$ 0.00</b>



Kula & Samson, LLP

Appeals and Litigation Support

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# Kula & Samson, LLP

## INVOICE

**Date:** 03/10/2014

**Invoice #:** 428

**EIN:** 27-4635978

**Matter:**

In re: Palm Beach Finance Partners, L.P.,  
 Palm Beach Finance II, L.P.  
Case Nos.: 09-36379-PGH & 09-36396-PGH (Jointly Administered)

**Bill To:**

Barry Mukamal as Liquidating Trustee  
 c/o Meland Russin Budwick  
 3200 Southeast Financial Center  
 200 South Biscayne Blvd.  
 Miami, FL 33131

**Due Date:** 04/09/2014

**\*\*For legal services rendered November 1, 2013 – February 28, 2014**

**Professional Services**

Date	Details	Hours	Rate	Amount
11/12/2013	EBK L500 Appeal review and analyze issues related to [REDACTED]	0.70	500.00	350.00
<b>For professional services rendered</b>		<b>0.70</b>		<b>\$350.00</b>
				<b>Finance Charges</b>
				<b>\$0.00</b>
				<b>Invoice Amount</b>
				<b>\$350.00</b>
				<b>Payment Received</b>
				<b>\$0.00</b>
				<b>Invoice Balance</b>
				<b>\$350.00</b>

Invoice # 428

**EXHIBIT 3**