

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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SECURITIES AND EXCHANGE COMMISSION, :
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 : Plaintiff, :
 :
 : -v- :
 :
 PLATINUM MANAGEMENT (NY) LLC; :
 PLATINUM CREDIT MANAGEMENT, L.P.; :
 MARK NORDLICHT; :
 DAVID LEVY; :
 DANIEL SMALL; :
 URI LANDESMAN; :
 JOSEPH MANN; :
 JOSEPH SANFILIPPO; and :
 JEFFREY SHULSE, :
 :
 : Defendants. :
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No. 16-cv-6848 (BMC)(VMS)

**ORDER AUTHORIZING THE
RECEIVER’S APPLICATION
TO RETAIN AND PAY
LIMITED SCOPE LEGAL
PROFESSIONALS**

Upon the application for entry of an order authorizing the retention and payment of certain limited scope legal professionals dated June 27, 2017, Dkt. No. 183, (the “*Application*”),¹ filed by the prior Receiver, Bart M. Schwartz, Esq. (the “*Prior Receiver*”), upon the declaration in support of the Application and exhibits thereto by Daniel M. Burstein (the “*Burstein Decl.*”), and upon the Declaration of Melanie L. Cyganowski Adopting in Part, Application of Bart M. Schwartz to Retain and Pay Certain Limited Scope Legal Professionals (the “*Cyganowski Decl.*”), submitted by Melanie L. Cyganowski, as the Receiver (the “*Receiver*”) for Platinum Credit Management, L.P., Platinum Partners Credit Opportunities Master Fund LP, Platinum Partners Credit Opportunity Fund (BL) LLC, Platinum Liquid Opportunity Management (NY) LLC and Platinum Partners Liquid Opportunity Fund (USA) L.P. (collectively, the “*Receivership Entities*”);

¹ Capitalized terms used but not defined herein have the meaning ascribed to them in the Cyganowski Decl.

NOW, THEREFORE after due deliberation and sufficient cause appearing therefor, it is hereby:

ORDERED, that the Receiver is hereby authorized to retain the Proposed Professionals and as more specifically set forth herein;

ORDERED, that the Receiver is hereby authorized to retain Hoover Slovacek, LLP ("**Hoover**") effective *nunc pro tunc* to the Appointment Date, to pay Hoover up to \$66,569.00 in fees and \$2,087.39 in expenses in connection with services rendered during the First Application Period, to be paid from the \$75,000 retainer provided to Hoover by the Prior Receiver, and the Receiver is authorized, but not required, to pay Hoover up to \$20,000 for any additional reasonable fees and expenses incurred after May 31, 2017, without further order of this Court.

ORDERED, that the Receiver is hereby authorized to retain Cooper & Scully, P.C. ("**Cooper**") effective *nunc pro tunc* to the Appointment Date, to pay Cooper & Scully up to \$52,312.50 in fees and \$7,090.52 in expenses in connection with services rendered during the First Application Period, and authorized, but not required to pay Cooper up to \$20,000 for any additional reasonable fees and expenses incurred after May 31, 2017, without further order of this Court;

ORDERED, that the Receiver is hereby authorized to retain Ahmad, Zavitsanos, Anaipakos, Alavi & Mensing P.C. ("**AZA**") effective *nunc pro tunc* to the Appointment Date, to pay AZA up to \$5,370.00 in connection with services rendered during the First Application Period;

ORDERED, that the Receiver is hereby authorized to retain Barrasso Usdin Kupperman Freeman & Sarver, LLC ("**Barrasso**") effective *nunc pro tunc* to the Appointment Date, to pay Barrasso up to \$13,717.50 in fees and \$1,462.87 in expenses in connection with services

rendered during the First Application Period, and authorized, but not required to pay Barrasso up to \$20,000 for any additional reasonable fees and expenses incurred after May 31, 2017, without further order of this Court;

ORDERED, that the Receiver is hereby authorized to retain Benesch, Friedman, Coplan & Aronoff LLP (“*Benesch*”) effective *nunc pro tunc* to the Appointment Date, to pay Benesch up to \$28,608.75 in fees and \$861.60 in expenses in connection with services rendered during the First Application Period, and authorized, but not required to pay Benesch up to \$20,000 for any additional reasonable fees and expenses incurred after May 31, 2017, without further order of this Court;

ORDERED, that the Receiver is hereby authorized to retain Ganfer & Shore, LLP (“*Ganfer*”) effective *nunc pro tunc* to the Appointment Date, to pay Ganfer up to \$86,491.50 in fees and \$1,182.52 in expenses in connection with services rendered during the First Application Period, and authorized, but not required to pay Ganfer up to \$10,000 for any additional reasonable fees and expenses incurred after May 31, 2017, without further order of this Court;

ORDERED, that the Receiver is hereby authorized to retain Bryan Cave LLP (“*Bryan Cave*”) effective *nunc pro tunc* to the Appointment Date, to pay Bryan Cave up to \$23,852.50 in fees and \$1,840.55 in expenses in connection with services rendered during the First Application Period, and authorized, but not required to pay Bryan Cave up to \$10,000 for any additional reasonable fees and expenses incurred after May 31, 2017, without further order of this Court;

ORDERED, that the Receiver is hereby authorized to retain Maslon LLP (“*Maslon*”) effective *nunc pro tunc* to the Appointment Date, to pay Maslon up to \$79,065.60 in fees and \$595.71 in expenses in connection with services rendered during the First Application Period,

and authorized, but not required to pay Maslon up to \$20,000 for any additional reasonable fees and expenses incurred after May 31, 2017, without further order of this Court;

ORDERED, that the Receiver is hereby authorized to retain Morrison Cohen, LLP (“*Morrison Cohen*”) effective *nunc pro tunc* to the Appointment Date, to pay Morrison Cohen up to \$21,379.50 in fees and \$79.31 in expenses in connection with services rendered during the First Application Period, and authorized, but not required to pay Morrison Cohen up to \$15,000 for any additional reasonable fees and expenses incurred after May 31, 2017, without further order of this Court;

ORDERED, that the Receiver is hereby authorized the Receiver requests authorized to retain Paneth & O’Mahony, PLLC (“*Paneth*”) effective *nunc pro tunc* to the Appointment Date, to pay Paneth up to \$9,807 in fees in connection with services rendered during the First Application Period, and authorized, but not required to pay Paneth up to \$15,000 for any additional reasonable fees and expenses incurred after May 31, 2017, without further order of this Court;

ORDERED, that the Receiver is hereby authorized to retain Virtus Law LLP (“*Virtus*”) effective *nunc pro tunc* to the Appointment Date, to pay Virtus up to \$10,474.63 in fees and \$820.28 in expenses in connection with services rendered during the First Application Period, and authorized, but not required to pay Virtus up to \$15,000 for any additional reasonable fees and expenses incurred after May 31, 2017, without further order of this Court;

ORDERED, that the Receiver is hereby authorized to retain Stikeman Elliot LLP (“*Stikeman*”) effective *nunc pro tunc* to the Appointment Date, and to pay up to \$15,000 for any reasonable fees and expenses incurred after May 31, 2017, without further order of this Court;

ORDERED, that the Receiver is hereby authorized to retain Walkers effective *nunc pro tunc* to the Appointment Date, to pay Walkers up to \$11,374.50 in fees and \$477.49 in expenses in connection with services rendered during the First Application Period, and authorized, but not required to pay Walkers up to \$40,000 for any additional reasonable fees and expenses incurred after May 31, 2017, without further order of this Court;

ORDERED, that the Receiver is hereby authorized to retain Chediak Advogados (“*Chediak*”) effective *nunc pro tunc* to the Appointment Date, to pay Chediak up to \$13,727.50 in fees and \$1,431.75 in expenses in connection with services rendered during the First Application Period, and authorized, but not required to pay Chediak up to \$50,000 for any additional reasonable fees and expenses incurred after May 31, 2017, without further order of this Court;

ORDERED, that the Receiver is hereby authorized to retain Allen & Overy LLP (“*A&O*”) effective *nunc pro tunc* to the Appointment Date, and to pay A&O up to \$6,577.00 in fees and expenses in connection with services rendered during the First Application Period, and through and including August 31, 2017, and authorized, but not required to pay Allen & Overy (along with Demarest Advogados) up to \$30,000 for any additional reasonable fees and expenses incurred after May 31, 2017, without further order of this Court;

ORDERED, that the Receiver is hereby authorized to retain Demarest Advogados (“*Demarest*”) effective *nunc pro tunc* to the Appointment Date, and to pay Demarest up to \$27,056.08 in fees and expenses in connection with services rendered during the First Application Period, and through and including August 31, 2017, and authorized, but not required to pay Demarest Advogados (along with Allen & Overy) up to \$30,000 for any additional reasonable fees and expenses incurred after May 31, 2017, without further order of this Court;

ORDERED, that the Receiver is hereby authorized to retain Kessler Collins, P.C. (“*Kessler*”) effective *nunc pro tunc* to the Appointment Date, to pay Kessler up to \$12,677.50 in fees and \$1,592.46 in expenses in connection with services rendered during the First Application Period, and authorized, but not required to pay Kessler up to \$30,000 for any additional reasonable fees and expenses incurred after May 31, 2017, without further order of this Court;

ORDERED, that the Receiver is hereby authorized to retain O’Connell Law, PLLC (“*O’Connell*”) effective *nunc pro tunc* to the Appointment Date, to pay O’Connell up to \$10,040.00 in fees in connection with services rendered during the First Application Period, and authorized, but not required to pay O’Connell up to \$20,000 for any additional reasonable fees and expenses incurred after May 31, 2017, without further order of this Court;

Dated: Brooklyn, New York
December 26, 2017

SO ORDERED:

THE HON. BRIAN M. COGAN
UNITED STATES DISTRICT JUDGE
EASTERN DISTRICT OF NEW YORK