

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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SECURITIES AND EXCHANGE COMMISSION, :

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)

**TWENTY-FIFTH JOINT INTERIM APPLICATION OF THE RECEIVER  
AND OTTERBOURG P.C. FOR ALLOWANCE OF COMPENSATION  
AND REIMBURSEMENT OF EXPENSES INCURRED DURING THE PERIOD  
JULY 1, 2023 THROUGH AND INCLUDING SEPTEMBER 30, 2023**

Melanie L. Cyganowski, the receiver (the “Receiver”) for Platinum Credit Management, L.P., Platinum Partners Credit Opportunities Master Fund LP, Platinum Partners Credit Opportunities Fund (TE) LLC, Platinum Partners Credit Opportunities Fund LLC, Platinum Partners Credit Opportunities Fund (BL) LLC, Platinum Liquid Opportunity Management (NY) LLC, Platinum Partners Liquid Opportunity Fund (USA) L.P., Platinum Partners Liquid Opportunity Master Fund L.P., Platinum Partners Credit Opportunities Fund International Ltd and Platinum Partners Credit Opportunities Fund International (A) Ltd. (collectively, the “Receivership Entities,” the “Platinum Entities” or “Platinum”), and Otterbourg P.C., as counsel to the Receiver (“Otterbourg” and, together with the Receiver, “Applicants”), hereby submit this Twenty-Fifth Joint Interim Application (the “Twenty-Fifth Interim Application”) for Allowance

of Compensation and Reimbursement of Expenses Incurred During the Period from July 1, 2023 through and including September 30, 2023 (the “Application Period”). There are two components to this Application: (i) the Receiver’s services and (ii) the services of her counsel (Otterbourg). The Receiver requests interim approval of fees in the amount of \$3,741.20 for the Application Period. Otterbourg requests interim approval of fees in the amount of \$87,531.75 and reimbursement of expenses in the amount of \$1,672.58 for the Application Period, for a combined total of fees for Applicants in the amount of \$91,272.95,<sup>1</sup> and expenses in the amount of \$1,672.58 for the Application Period.

This Twenty-Fifth Interim Application contains the following sections:

**Section I** provides a preliminary statement of the Receiver’s activities during the Application Period.

**Section II** summarizes the background of the receivership and also contains case status information required by Section C.2 of the Billing Instructions for Receivers in Civil Actions Commenced by the U.S. Securities and Exchange Commission (the “SEC Billing Guidelines”). Section II also describes the procedures used by Otterbourg in compiling its billing records and provides other information as requested by the SEC Billing Guidelines, including a description of each exhibit to this Twenty-Fifth Interim Application and the reduction in fees agreed to in connection with the appointment of the Receiver.

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<sup>1</sup> As agreed to by the Receiver, this total amount reflects several accommodations voluntarily made by Applicants: (1) a public service accommodation of a twenty percent (20%) reduction in the Receiver’s recorded time charges; (2) a ten percent (10%) reduction in Otterbourg’s recorded time charges for all project code categories except for any related to certain litigation matters (the previously resolved Beechwood Action and a previously resolved arbitration proceeding), for which Applicants have agreed to a twenty-five percent (25%) reduction in Otterbourg’s time charges (none were incurred during this Application Period), subject to Applicants requesting partial repayment of such reduction later in the case; and (3) a reduction in the Receiver’s aggregate fees (prior to application of the public service accommodation) to discount for the customary annual increases in her billable rate since her appointment. Therefore, during the Application Period, the Receiver’s recorded time charges before application of these accommodations were \$7,614.00 and Otterbourg’s recorded time charges were \$97,257.50, for a combined gross legal fees total (before the application of any accommodations) of \$104,871.50.

**Section III** contains a narrative description of the work Applicants performed on behalf of the Receivership estate during the Application Period, under each project category, in accordance with Section D of the SEC Billing Guidelines. All such categories correspond with the SEC's Billing Guidelines.

**Section IV** contains a summary of all expenses for which Applicants seek reimbursement and the procedures and policies adopted by Applicants to ensure compliance with Section E of the SEC Billing Guidelines.

**Section V** briefly summarizes the standards to be applied by the Court in determining fee awards in SEC receivership cases.

## **I. PRELIMINARY STATEMENT**

During the Application Period the Receiver and her team<sup>2</sup> (i) finalized the negotiated settlement with Mark Nordlicht (“Nordlicht”) regarding the Receiver’s objection to discharge complaint filed in his personal bankruptcy case and prepared a motion for approval of the settlement; (ii) continued to monitor the few remaining assets of the estate that have not been liquidated and that may have potential value; and (iii) continued to attend to administrative matters in the receivership case while awaiting the issuance of certain Court decisions that may impact the completion of any proposed plan of distribution.

As previously reported, certain of the settlements that the Receiver reached during the course of the Receivership are confidential. To preserve the confidentiality of these settlements, the Receiver advised that she would not and will not be disclosing details of *any* settlements, including the identity of the settling parties, the amounts agreed to be paid by such parties, whether such amounts are to be paid in structured payouts and over what period of time, and/or

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<sup>2</sup> To assist her with her duties, the Receiver retained, with the approval of the Court (on July 21, 2017), Otterbourg P.C. (“Otterbourg”) as her legal counsel [Dkt. No. 231] and Teneo Company as her financial advisor [Dkt. No. 232] (“Teneo” (f/k/a Goldin Associates) and, together with Otterbourg, the “Receivership Team”).

the source of any litigation-related funds received in any quarter, unless such details are matters of public record by virtue of a motion for Court approval of such settlement or otherwise.

**A. Analysis and Disposition of Receivership Assets**

During the Application Period, the Receivership received \$10,625.00. This is in addition to the approximately \$88.4 million received by the Receivership since the date of the Receiver's appointment. Certain parties have asserted secured claims to all or part of the proceeds of such liquidated investments, most of which have been resolved pursuant to the settlement in the litigation known as Beechwood and the agreement with Heartland Bank.

There are currently five remaining assets that the Receiver continues to monitor,<sup>3</sup> including assets in which the Receiver retained a residual interest and assets that are jointly held with PPVA that have potential value, but do not require outlays of capital to maintain. While there are additional assets that remain as property of the estate (*See* The Receiver's Twenty-Fifth Status Report to the Court, Exhibit B, Dkt. No. 683), the Receiver has determined that these other remaining assets do not have any value, are not being actively monitored, and will most likely be subject to a request to abandon in a proposed plan of distribution.

**B. Administrative Matters**

During the Application Period, the Receiver and the Receivership Team continued to speak with various interested parties and groups, including the Joint Liquidators for PPVA,<sup>4</sup> the SEC and Platinum investors and creditors. The Receiver updates the Receiver's website with key documents, answers to frequently asked questions and status reports to investors. The

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<sup>3</sup> The assets that the Receiver continues to monitor are: (i) China Horizon/Yellow River; (ii) Acceleration Bay litigation (Receivership has a residual interest); (iii) Agera litigation; (iv) Decision Diagnostics equity; and (v) Pro Player revenue sharing agreement.

<sup>4</sup> PPVA is the subject of insolvency proceedings pending in the Cayman Islands and a Chapter 15 bankruptcy proceeding in the U.S. Bankruptcy Court for the Southern District of New York.

Receivership Team also filed a quarterly report and fee applications in this Court during the Application Period.

## II. CASE BACKGROUND AND STATUS

### A. Case Background

#### SEC Complaint

On December 19, 2016, the United States Securities and Exchange Commission (the “SEC”) filed its Complaint (the “SEC Complaint”) against individual defendants Nordlicht, David Levy (“Levy”), Daniel Small (“Small”), Uri Landesman,<sup>5</sup> Joseph Mann, Joseph SanFilippo (“SanFilippo”), Jeffrey Shulse, and both Platinum Management (NY) LLC and Platinum Credit Management, L.P. (collectively, the “Defendants”).

The SEC Complaint alleged, *inter alia*, that the Defendants conducted a fraudulent scheme to inflate asset values and illicitly moved investor money to cover losses and liquidity problems. This was an allegedly multi-pronged fraud perpetrated by Platinum Management (NY) LLC and Platinum Credit Management, L.P., the managers of PPVA and Platinum Credit Opportunities Master Fund L.P. (together with its feeder funds, “PPCO”), respectively, involving multiple individuals led by Nordlicht, the founder of the Platinum Entities and the Co-Chief Investment Officer of PPVA and PPCO. The SEC further alleged that Nordlicht and the managers of the Platinum Entities overstated the value of an oil company (Black Elk Offshore Operations LLC) that was among the funds’ largest assets, and that they concealed a growing liquidity crisis by transferring money between the funds, making redemptions to favored investors and using misrepresentations to attract new investors to the struggling funds.

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<sup>5</sup> Uri Landesman passed away in September 2018.

In a parallel action, the U.S. Attorney's Office for the Eastern District of New York brought criminal charges against Nordlicht and the individual Defendants. Following the criminal trial of Nordlicht, Levy and SanFilippo, the jury returned a verdict convicting Nordlicht and Levy of defrauding bondholders in portfolio company Black Elk Offshore Operations LLC, but acquitting each of them on the remaining charges. SanFilippo was acquitted on all counts with which he was charged. The Court thereafter overturned the jury verdict with respect to Levy and ordered a new trial with respect to Nordlicht. The Department of Justice appealed those decisions and on November 5, 2021, the Court of Appeals for the Second Circuit vacated the Court's order and remanded to the Court for further proceedings consistent with its decision. Following the decision, Nordlicht and Levy requested that the Second Circuit reconsider its decision and/or hear the appeal anew *en banc*, which requests were denied on December 29, 2021.

On March 29, 2022, Nordlicht and Levy filed a petition for a writ of certiorari with the United States Supreme Court. On October 3, 2022, the United States Supreme Court declined to hear the appeal. On October 14, 2022, Nordlicht filed a motion with the Court seeking a new trial. Levy joined in Nordlicht's request. On July 12, 2023, the Court issued a Memorandum Decision & Order [Case No. 16-00640 (BMC), Dkt. No. 1004], denying Nordlicht and Levy's motion for a new trial with respect to the securities fraud conviction, granting the motion with respect to the wire fraud conviction, and, further, vacating the wire fraud conspiracy convictions.

Daniel Small's jury trial in the Eastern District of New York began in July 2022 and following a two-week trial, Small was convicted by a jury on charges of securities fraud and securities fraud conspiracy for his role in connection with Black Elk. Small filed a motion seeking to have his conviction overturned by the Court or, in the alternative, requesting a new

trial. On July 6, 2023, the Court issued a Memorandum Decision & Order [Case No. 16-00640 (BMC), Dkt. No. 1003], denying Small's motion. At Small's sentencing hearing on November 15, 2023, Small was sentenced to probation.

On July 18, 2023, the Court issued its Order on Loss Calculation [Case No. 16-00640 (BMC), Dkt. No. 1005] with respect to losses that may be attributable to Nordlicht, Levy and Small as a result of the Defendants' conduct. Following briefing by the Defendants and the United States Government on the issue, and a hearing to consider the parties' different theories of the amount of loss, if any, attributable to the Defendants' conduct, the Court found that the amount of loss is zero.

Appointment of Receiver and Receivership Order

To prevent further diversion of funds and dissipation of the assets of the Platinum Entities, the SEC sought, *inter alia*, the appointment of a receiver to take control of the Platinum Entities and their assets.

On December 19, 2016, the District Court entered an Order Appointing Receiver, [Dkt. Nos. 6 and 16], which appointed Bart Schwartz as receiver (the "Prior Receiver"). At the time of his appointment, the Prior Receiver was serving as a monitor for the Platinum Entities.

On June 23, 2017, after six months, the Prior Receiver resigned and, upon the recommendation of the SEC, by Order dated July 6, 2017, Melanie L. Cyganowski was appointed as Receiver, effective immediately (*i.e.*, July 6, 2017), and ordered to assume all authority previously held by the Prior Receiver under the current Receivership Order. [Dkt. No. 216]. On October 16, 2017, the Court entered the Second Amended Order Appointing Receiver (the "Receivership Order"). [Dkt. No. 276]. The Court amended the Receivership Order on December 29, 2017 to add the following Cayman Islands entities to the receivership: Platinum Partners Liquid Opportunity Master Fund L.P., Platinum Partners Credit Opportunities Fund

International, Ltd. and Platinum Partners Credit Opportunities Fund International (A), Ltd. [Dkt. No. 297].

Under the terms of the Receivership Order, the Receiver is, among other things, required to preserve the *status quo*, ascertain the extent of commingling of funds, ascertain the true financial condition of the Platinum Entities, prevent further dissipation of property and assets of those entities, prevent the encumbrance or disposal of property or assets of the Platinum Entities, preserve the books, records, and documents of the Platinum Entities, be available to respond to investors' inquiries, protect investors' assets, conduct an orderly wind down, including a responsible disposition of assets and an orderly and fair distribution of those assets, and determine whether one or more of the Receivership Entities should undertake bankruptcy filings.

**B. Case Status<sup>6</sup>**

In accordance with Section C.2. of the SEC Billing Guidelines, Applicants state as follows:

(a) As of September 30, 2023, the Receivership Entities had approximately \$17.5 million in funds. Certain parties have claimed an interest in certain sold assets and have asserted claims to a portion of the sale proceeds of such assets (as opposed to a general claim against the Receivership Entities). Other parties have presented documentation which purportedly granted them security interests in all or certain of Platinum's assets. These secured claims were challenged and have been substantially resolved pursuant to settlements in the Beechwood litigation and an agreement with Heartland Bank.

It is estimated that, as of September 30, 2023, accrued and unpaid administrative expenses amount to approximately \$4.8 million. This amount includes the fees and expenses

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<sup>6</sup> The Receiver and Otterbourg base the information in this section primarily on the Receivership's Standardized Fund Accounting Reports covering the period July 1, 2023 through September 30, 2023.



that have been incurred by the Receiver, Otterbourg and Teneo during this Application Period and that are being requested herein, holdbacks for prior applications of the Receiver, Otterbourg and Teneo and holdbacks to the Prior Receiver's counsel (Cooley) with respect to its interim fee application. In addition to these unpaid administrative expenses, the Receiver paid remaining in-house Platinum staff and other operating expenses during the Application Period.

(b) Cash disbursements during the Application Period totaled \$329,559.00. This amount was disbursed for payment of the fees of the Receiver and her professionals and business asset expenses (primarily consisting of payroll and related expenses paid to Platinum employees, office rent, and payments to Epiq).

Cash receipts during the Application Period totaled \$10,625.00, consisting of interest income and install payments by Schafer and Weiner law firm in connection with a previously approved settlement agreement.

Pursuant to the previously-approved bar date procedures motion [Dkt. No. 453], the bar date to file a proof of claim asserting a claim arising before the Receivership was March 29, 2019 and the bar date for governmental units to file a proof of claim was April 12, 2019. In excess of 300 claims were filed. Parties holding investor claims and claims for unpaid redemptions were not required to file proofs of claim. Requests for payment of administrative claims, if any, incurred on or prior to June 30, 2022 were required to be filed by October 21, 2022. None were filed. A description of the claims reconciliation process is described in Section IV.C below.

The Receiver cannot at this time state what distributions will ultimately be to creditors and investors, as it will in large part be dependent upon the outcome of the claims resolution process.

As of September 30, 2023, the primary assets of the estate (“Receivership Property”) consisted of the following:

- (i) Cash and cash equivalents of approximately \$17.5 million;
- (ii) Remaining stock and royalty interests, litigation financing and other miscellaneous investments; and
- (iii) Potential litigation claims.

(c) The Receiver and the Receivership Team have analyzed pre-Receivership activities, including transfers made by PPCO and PPLO to other entities and individuals, and the professional services provided by, among others, valuation agents, fund administrators, auditors and legal advisors, to determine if any additional causes of action exist that, on a cost-benefit basis, warrant the commencement of litigation. Where mutual releases were warranted, the Receiver has sought and obtained such releases. Whether and the extent to which the Receiver may commence additional affirmative actions against, among others, insiders of Platinum, if any, will likely be addressed as part of the proposed plan of distribution and likely reservation of rights.

### **III. FEES AND EXPENSES REQUESTED**

In connection with the Application Period, the Receiver requests interim approval of her fees in the amount of \$3,741.20. Otterbourg requests interim approval of fees in the amount of \$87,531.75 and reimbursement of expenses in the amount of \$1,672.58. Thus, the combined total of fees for Applicants of \$91,272.95 plus expenses of \$1,672.58, is \$92,945.53.

The Receiver has assembled a team of Otterbourg professionals to prosecute the litigations commenced by the Receiver, to address different investments and to assist with the administration and wind down of the case. The Otterbourg professionals communicate with each

other and the other retained professionals regularly to keep others informed of each's activities and avoid duplication of efforts.

The fees requested are determined on the basis of the hours worked by Otterbourg attorneys and paraprofessionals, as well as the Receiver, and the hourly rates in effect at the time the services were rendered, as modified by a public service accommodation, described below. The fees requested also take into account all relevant circumstances and factors as set forth in the New York Lawyer's Rules of Professional Responsibility, as applied to Otterbourg as attorneys, including the nature of the services performed, the amount of time spent, the experience and ability of the lawyers and legal assistants working on this engagement, the novelty and complexity of the specific issues involved, the time limitations imposed by the circumstances, and the responsibilities undertaken by Applicants.

Pursuant to the public service accommodation applicable to this matter, a 20% accommodation has been applied across the board to the Receiver's recorded time. Furthermore, fees for legal services performed by Otterbourg professionals have been reduced by 10% from the aggregate recorded time charges for all project codes, except for those relating to the previously resolved Beechwood litigation and an arbitration proceeding, for which Applicants have applied a 25% discount to the aggregate recorded time charges, subject to the right of Applicants to request a partial repayment of the discount later in the case. (No fees were billed to these project codes during the Application Period.) In addition, the Receiver has agreed to provide a further discount in an amount that represents the increase in her fees since her appointment. (In accordance, with Otterbourg's regular practice, its hourly rates are reviewed and potentially increased on October 1<sup>st</sup> of each year.)

Pursuant to the public service and rate increase accommodations described above, the recorded time charges for the Receiver have been reduced from \$7,614.00 to \$3,741.20, a reduction in the amount of \$3,872.80. In addition, the recorded time charges for the Otterbourg professionals have been reduced from \$97,257.50 to \$87,531.75, a reduction in the amount of \$9,725.75. Therefore, the total reduction for fees incurred during the Application Period by the Receiver and Otterbourg professionals is \$13,598.55. This does not include other voluntary reductions in the work recorded with respect to certain matters, which are taken in connection with Applicant's customary review of its recorded time detail and the Receiver's agreement not to bill for any professionals billing less than fifteen (15) hours for the Application Period.

All non-working travel time is billed at half of the amount of the actual non-working travel time of the professional. There was no travel time during the Application Period.

As required by the SEC Billing Guidelines, the Receiver and Otterbourg submitted Applicants' time detail to the SEC for its review.

This Twenty-Fifth Interim Application includes certain exhibits:

(a) The SFAR for the period of July 1, 2023 through September 30, 2023 is attached as **Exhibit A** hereto.

(b) A Fee Schedule showing the total fees billed and hours worked during the Application Period by the Receiver and each Otterbourg professional, along with the billing rates of each such professional, is attached as **Exhibit B** hereto.

(c) In accordance with Section D.3.c of the SEC Billing Guidelines, a summary reflecting the total fees billed and the hours worked by the Receiver and each professional organized by project category, including a chart showing the amounts being requested after application of the accommodations discussed above, is attached as **Exhibit C** hereto.

(d) In accordance with the Section D.5 of the SEC Billing Guidelines, the time records of the Receiver and the Otterbourg professionals for the Application Period, arranged in chronological order within each activity category, are attached as **Exhibits D** and **E**, respectively, hereto.

(e) In accordance with Section E.1.a. of the SEC Billing Guidelines, a summary of all expenses for which Applicants seek reimbursement organized by expense category, are attached as **Exhibit F** hereto.

(f) In accordance with Section E.1.a. of the SEC Billing Guidelines, the expense record of Otterbourg for the Application Period is attached as **Exhibit G** hereto.

(g) Also submitted herewith as **Exhibit H** is the Certification required by Section A.1 of the SEC Billing Guidelines.

This is the Receiver and Otterbourg's Twenty-Fifth request for fees and expenses in this case. Otterbourg received no retainer in this case and the Receivership Order limits the Receiver and Otterbourg to obtaining compensation solely from the Receivership estate.

The Receivership Order permits the Receiver and her advisors to be paid on a quarterly basis. In accordance with the SEC Billing Guidelines, and as noted above, the Receiver and Otterbourg submitted its time records for the Twenty-Fifth Interim Application to SEC counsel prior to filing the Application with the Court, and SEC counsel has reviewed such time records and fee and expenses being requested pursuant to this Application

The Receiver and Otterbourg professionals recorded all services performed in time increments of one tenth (0.1) of an hour. All services by Otterbourg paralegals and other paraprofessionals were professional in nature and, if not performed by the indicated paraprofessionals, would have been performed by attorneys.

Four attorneys billed time during the Application Period (in addition to the Receiver).<sup>7</sup> Because of the diversity of issues confronting the Receiver, this case necessitated the involvement of attorneys with background and experience in the litigation and bankruptcy disciplines relevant to this receivership during the Application Period.

The particular Otterbourg professionals who billed time during the Application Period and their specific roles were as follows:

(a) Peter Feldman (Partner) (21.5 Hours to P04) – Mr. Feldman is a senior litigator in Otterbourg’s litigation department. Mr. Feldman was asked to assist with the drafting and review of the settlement agreement in the Nordlicht Bankruptcy Case.

(b) Erik B. Weinick (Partner) (2.6 Hours to P01; 15.5 Hours to P04; .6 Hours to P05) – Mr. Weinick is a senior litigator and is also a member of Otterbourg’s bankruptcy department. He has served as the Receiver’s “hub and spoke,” coordinating the work of the Receiver’s professionals and Platinum’s Chief Financial Officer on almost every matter confronting the Receivership from asset dispositions, to litigation matters, and administrative matters, including responding to investor inquiries, preparing or reviewing documents filed in this case, and communicating with counsel for the joint liquidators of PPVA on matters of mutual interest, including the resolution of issues between the estates. During the Application Period, Mr. Weinick spearheaded matters relating to the Nordlicht Bankruptcy Case, assisted with the preparation of status reports and monitored the status of remaining assets.

(c) Jennifer S. Feeney (Partner) (6.9 Hours to P01; 14.3 Hours to P04) – Ms. Feeney is a senior member of Otterbourg’s bankruptcy department. During the Application Period, Ms. Feeney attended to case administration matters, including preparing the Receiver’s quarterly

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<sup>7</sup> The Receiver has requested that Otterbourg voluntarily not bill the time of any professional that billed less than fifteen (15) hours to the case during the Application Period. Accordingly, other attorneys and paraprofessionals may have worked on the matter, but payment for their time is not being requested and is not reflected in the time detail.

report and updating other reports regarding the status of open matters. Additionally, Ms. Feeney, along with Erik Weinick, worked to keep the Receiver apprised of all activities being undertaken by the Receivership Team.

(d) Michael A. Pantzer (Associate) (58.4 Hours to P04) – Mr. Pantzer is an associate in the bankruptcy department. During the Application Period, Mr. Pantzer drafted and revised the settlement agreement and related moving papers in the Nordlicht Bankruptcy Case and appeared in the Nordlicht Bankruptcy Case on behalf of the Receiver at the hearing to consider the settlement.

#### **IV. SERVICES RENDERED BY RECEIVER AND OTTERBOURG DURING APPLICATION PERIOD**

In accordance with Section D.3 of the SEC Billing Guidelines, Applicants segregated their time during the Application Period into three (3) project categories.<sup>8</sup> Narrative summaries of these activity categories follow:

##### **A. Asset Analysis & Recovery – Total Fees: \$9,564.50**

The review of the assets in the Receivership's asset portfolio is complete. There are only a few remaining assets that the Receiver continues to monitor. During the Application Period, counsel for the Receiver did not expend a significant amount of time monitoring the remaining assets, but continues to keep apprised of their status, market for the sale of stock holdings and other options for monetization, including the previously described China Horizon/Yellow River asset that is jointly held with PPVA through a company called PGS. The Joint Liquidators of PPVA and the Receiver continue to monitor this asset and explore options for monetizing the asset, if possible. This asset may ultimately add value to the Receivership Estate, although it is

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<sup>8</sup> As noted above, **Exhibit C** hereto shows each professional working on a particular project category and the total hours he or she billed in that category prior to the agreed-upon reduction to the aggregate recorded time charges. The fees for each activity category are stated herein *without* showing the agreed upon reductions.

still speculative and any amount that may be realized and the timing of such monetization is still in flux and indeterminate. During the Application Period, the Receivership Team also reviewed the assets that were in the initial portfolio of assets upon the Receiver's appointment to prepare a summary of the work done with respect to each asset and the ultimate disposition of the asset, or determination by the Receiver that the asset had no value. This review will aid in the wind up of the Receivership at the appropriate time.

**B. Case Administration (P04) - Total Fees: \$87,102.00**

This category includes tasks that may not be directly related to a specific investment or transaction, but impact the overall administration of the Receivership Estate, including attention to the plan of distribution, communications with investors, preparing status reports, and activities in the Nordlicht Bankruptcy Case. The tasks recorded under this category include the following:

1. **Nordlicht Bankruptcy Case.** Nordlicht filed a Chapter 7 bankruptcy petition on June 29, 2020 in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The case was assigned Case No. 20-22782 (the "Nordlicht Bankruptcy Case") and is currently pending before Judge David S. Jones. The Receiver has been monitoring and exercising rights as a creditor in the Nordlicht Bankruptcy Case. The Receiver previously filed a proof of claim on behalf of PPCO in the Nordlicht Bankruptcy Case, asserting a claim in the amount of not less than \$219 million (the "Receiver's Proof of Claim"). It is uncertain, even if allowed in whole or in part, what recovery, if any, may be available from the Nordlicht Bankruptcy Case, which currently has extensive claims filed against it and has limited disclosed assets with which to satisfy those claims. Nordlicht previously filed a proof of claim against the Receivership Estate. That claim is now the property of Nordlicht's bankruptcy estate and is under the control of the Chapter 7 Trustee to pursue. Pursuit of the Receiver's objection to the



Nordlicht proof of claim has been stayed during the Nordlicht Bankruptcy. The Receiver, however, continues to speak with the Chapter 7 Trustee with respect to, among other things, resolution of the claims held by each against the other's estate with the goal of reaching a consensual agreement regarding treatment of Nordlicht's claim against the Receivership Entities.

Additionally, following Nordlicht's refusal to continue to toll the Receiver's time to do so, to protect and preserve estate assets and causes of action that can be asserted by creditors against Nordlicht, the Receiver filed a complaint objecting to the discharge of Nordlicht (the "Discharge Complaint").<sup>9</sup> The Discharge Complaint alleges, among other things, that Nordlicht knowingly and fraudulently made a false oath in the Nordlicht Bankruptcy Case by failing to list significant assets and financial transactions in his bankruptcy schedules, and concealed his property with the intent to hinder, delay, or defraud his creditors. Nordlicht has asserted a counterclaim essentially seeking dismissal of the Receiver's Proof of Claim filed against Nordlicht's estate.

The parties previously agreed to put the litigation on hold while they explored resolution of their respective claims through mediation. The Hon. Allan L. Gropper (Ret.) was appointed as mediator. The initial mediation session occurred on November 4, 2022. No resolution was reached at that time, but the parties continued to engage in discussions with the mediator and ultimately came to an agreement.

During the Application Period, the Receiver and her counsel spent time finalizing the terms of the resolution with Nordlicht and drafting the settlement agreement ("Settlement Agreement") and corresponding motion to approve the Settlement Agreement. On July 21, 2023, the parties filed a motion with the Bankruptcy Court seeking approval of the settlement

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<sup>9</sup> The First Amended Complaint was filed on November 5, 2021.

agreement (“Bankruptcy Court Settlement Motion”). [Nordlicht Adv. Pro., Dkt. No. 57]. No objections were filed to the Bankruptcy Court Settlement Motion. On August 22, 2023, the Bankruptcy Court held a hearing on the Bankruptcy Court Settlement Motion and on August 23, 2023 it entered an Order granting it. [Nordlicht Adv. Pro. Dkt. No. 60.] Although the Bankruptcy Court approved the Settlement Agreement, one of the conditions to the Effective Date (as that term is defined in the Settlement Agreement) was this Court’s approval of the Settlement Agreement (Settlement Agreement, Section II.B.). Accordingly, on August 30, 2023, the Receiver filed a motion in this Court seeking approval of the Settlement Agreement (the “District Court Settlement Motion” and, together with the Bankruptcy Court Settlement Motion, the “Settlement Motions”). [Dkt. No. 679]. On September 26, 2023, the Court entered an order approving the District Court Settlement Motion. [Dkt. No. 682].

Interested parties should refer to either of the Settlement Motions for a complete description of the Settlement Agreement. The Settlement Agreement ends hard-fought litigation commenced in December 2020, by resolving *all* pending disputes regarding the Receiver’s and Nordlicht’s respective claims against one another in the Bankruptcy Case. The material terms of the Settlement Agreement, all of which are subject to the conditions to effectiveness, are summarized in the Settlement Motion as follows:<sup>10</sup>

- a. Nordlicht shall be deemed to have dismissed with prejudice the Initial Answer, the Answer and Counterclaim and the Claim Objection; and shall be deemed to have withdrawn, waived and released with prejudice, any asserted, unasserted or potential objection or defense to the Receiver’s Proof of Claim, Proposed Amended POC and Proposed Second Amended Complaint.
- b. Nordlicht agrees that the Receiver is permitted to file the Proposed Amended POC and the Proposed Second Amended Complaint which shall be deemed to be

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<sup>10</sup> Capitalized terms in the below summary that are not otherwise defined herein have the meanings ascribed to them in the Settlement Motions.

the Receiver's operative Proof of Claim and Complaint in the Bankruptcy Case and Adversary, respectively.

- c. Nordlicht shall be deemed to have waived, withdrawn and released with prejudice any objection to any distribution(s) the Receiver might receive in the Bankruptcy Case on account of the Proposed Amended POC in addition to any payments to be received under the Settlement Agreement.
- d. Nordlicht shall be deemed to have waived, withdrawn and released with prejudice any asserted, unasserted or potential claim for sanctions and attorneys' fees against the Receiver and her counsel under Federal Rule of Bankruptcy Procedure 3001 or otherwise.
- e. In satisfaction of the Receiver's 523(a)(19) Claim, Nordlicht agreed to make the following payments to the Receiver in the manner set forth in the Settlement Agreement:
  1. On the first business day following the Effective Date (as defined in the Settlement Agreement),<sup>11</sup> Nordlicht agreed to pay the Receiver the amount of \$50,000 (the "Initial Payment").
  2. Within ninety (90) calendar days of the Effective Date, Nordlicht shall pay the Receiver the amount of \$50,000 (the "Subsequent Payment").
  3. Upon the Receiver's timely receipt and indefeasible collection of both the Initial Payment and the Subsequent Payment, the Receiver shall submit a proposed order to the Bankruptcy Court dismissing the Proposed Second Amended Complaint with prejudice and closing the Adversary.
  4. In addition to the Initial Payment and the Subsequent Payment, Nordlicht shall make payments to the Receiver based on Nordlicht's future income paid over time in monthly payments (the "Monthly Payments") in the minimum amount of \$250,000 and the maximum amount of \$5,000,000 and in the event of default the Receiver may file a non-dischargeable affidavit of judgment by confession against Nordlicht in the amount of \$5,000,000, minus any credits for Monthly Payments previously paid. Any amounts required to be paid by Nordlicht for Monthly Payments will be offset by any amount paid by Nordlicht as restitution pursuant to an Order and Judgment in the Criminal Action.
  5. The Parties shall exchange general releases of one another except that the releases do not release the Receiver's right to assert the Proposed

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<sup>11</sup> Per the terms of the Settlement Agreement, the Receiver the Settlement Agreement became effective on October 26, 2023.

Amended POC against Nordlicht's bankruptcy estate or to receive restitution and/or disgorgement payments from Nordlicht.

The Receiver received the Initial Payment of \$50,000 on or about the October 26, 2023 Effective Date. There are subsequent deadlines and payment dates over the course of the next several years, which the Receiver will continue to monitor and enforce.

During the Application Period, Applicants dedicated time to finalizing the Settlement Agreement, communicating with Nordlicht's counsel, preparing the Settlement Motions, and preparing for and attending the hearing before the Bankruptcy Court.

**2. Plan of Distribution.** While the Receiver awaits the resolution of the disputed indemnification claims (for which the establishment of reserves may be required if not resolved prior to the approval of a plan of distribution) her team has considered issues relevant to a potential plan of distribution. However, Applicants did not expend a significant amount of time to the plan of distribution during the Application Period. Because the outcome of the claim issues may materially impact the plan, the Receivership Team has held off on filing a proposed plan of distribution. Ultimately, through a motion seeking approval of a plan of distribution, the Receiver will seek the Court's approval of, among other things, (i) the distribution methodology to apply in calculating the distribution to be made on account of each claim and equity interest and (ii) the treatment of claims and equity interests under the plan of distribution. Investors and creditors will have the opportunity to object to the plan of distribution and any of its provisions, including the distribution methodology and treatment of claims and equity interests. The Receiver cannot at this time state what distributions will ultimately be to creditors and investors.

**3. Website and Investor Communications.** The Receiver retained Epiq to create and maintain the Receiver's website ([www.PlatinumReceivership.com](http://www.PlatinumReceivership.com)) and provide other services to the estate, including official communications with stakeholders. This website

provides investors and other interested parties with, among other things, periodic status reports, access to court documents and answers to frequently asked questions. The Receiver revises the website as necessary to update the “Frequently Asked Questions” section and to add “key documents.” The website allows interested parties to sign up to receive daily notices whenever there are new filings on the Receivership docket. The Receiver and the Receivership Team have attempted to respond to investor inquiries and continue to regularly respond and react to inquiries and requests for information.

4. **Criminal Trial.** Applicants continue to monitor the criminal proceedings of the Defendants. The description of the status of the criminal trials and the appeal is discussed in Section II.A above.

5. **Receivership Estate Oversight and General Case Administration.** The Receiver and the Receivership Team also devoted time during the Application Period to the general oversight of the Platinum Entities and the estate. Conferences with the Receiver and members of the Receivership Team occurred as needed to facilitate the exchange of relevant information, including the status of certain assets being monitored, the claims process, the Nordlicht Bankruptcy and other administrative matters. The Receiver maintained direct oversight over all legal and financial-related work being done by her Receivership Team. Otterbourg attorneys assisted the Receiver, along with assistance from Platinum’s CFO and Teneo, in analyzing cash management and other administrative issues of the Receivership estate.

C. **Claims Review (P05) – Total Fees: \$591.00**

During the Application Period, Applicants addressed inquiries regarding claims and investor issues as they arose, but there was minimal time dedicated to claims issues during the

Application Period. The below, however, provides a status of the claims review and analysis that was previously undertaken by the Receiver.

1. **Administrative Claim Bar Date.** Although the Receiver has been paying administrative expenses in the ordinary course of business, to eliminate the risk of having to address potentially unknown administrative claims of unknown amount prior to proposing a plan of distribution, the Receiver sought to establish an administrative bar date. On July 19, 2022, the Receiver filed a motion seeking the entry of an order [dkt. no. 643] (the “Admin Bar Date Motion”) (i) establishing a deadline for filing administrative claims, if any, arising on or after December 19, 2016 through and including June 30, 2022, (ii) approving (a) a proof of administrative claim form, (b) the form and manner of notice of the administrative claim bar date, and (c) procedures for filing proofs of administrative claim. The Admin Bar Date Motion was approved by the Court on August 18, 2022. [Dkt. No. 653] The deadline to file an administrative claim in accordance with the Bar Date Order was October 21, 2022. No administrative claims were filed.

2. **Review of Claims and Interests.** Pursuant to the Order approving the procedures to reconcile claims and verify interests, entered on December 1, 2020 (the “Claims Procedures and Verification Order”) [Dkt. No. 554], on March 9, 2021, the Receiver filed a Notice of Receiver’s Claims Analysis Report (the “Claims Report”), which set forth her determinations with respect to each of the filed claims. [Dkt. No. 564] Certain claims were allowed as filed or pursuant to previously reached settlements, others disallowed in total, and others partially allowed.

Thirteen claimants, asserting multiple claims, objected to the Receiver’s determinations in the Claims Report. Certain of the objections were consensually resolved or the claims

withdrawn. With respect to certain claim objections for which no resolution was reached, in accordance with the procedures set forth in the Claims Procedures and Verification Order, on November 12, 2021, the Receiver filed an Omnibus Motion to Confirm Receiver's Determinations [Dkt. Nos. 597] (the "Claims Motion") and subsequent briefing occurred. The Claims Motion is currently under consideration by the Court.

The Claims Report solely relates to general unsecured claims and secured claims. In accordance with the Claims Procedures and Verification Order, investors in PPCO, including unpaid redeemers, received a letter that contains information regarding that investor's equity interest in one or more Receivership Entities (the "PPCO Investor Statement"). The PPCO Investor Statement sets forth the amounts invested in one or more Receivership Entities and the amounts previously received as distributions on account of the investor's equity interest, all as reflected in the books and records of the Receivership Entities. Investors had an opportunity to review the information provided and to refute the information, but solely on the basis that the books and records of the Receivership Entities are inaccurate, which was required to be supported by documentation from the investor.

**3. SHIP Escrow Motion.** In connection with the completion of the Receiver's claim review and final determination of all claims, on March 18, 2022, the Receiver filed her Motion for an Order (I) Permanently Enjoining any Prosecution of Claim No. 145 and (II) Confirming the Receiver's Authority to Consent to the Release of the Indemnity Escrow Amount (the "SHIP Escrow Motion"). The SHIP Escrow Motion has its roots in the Court's earlier approval of the Receiver's July 1, 2020 settlement with Senior Health Insurance Company of Pennsylvania in Rehabilitation ("SHIP") and Fuzion Analytics, Inc. ("Fuzion"), Dkt. No. 536-2 (the "Settlement"). The Settlement required that within two (2) business days of the Effective

Date (as defined by the Settlement), the Receiver make a wire transfer of \$4,530,155.68 (the “Indemnity Escrow Amount”) to the “Indemnity Escrow Agent” (as defined by the Settlement), with the Indemnity Escrow Amount to serve as indemnification by SHIP of the Receiver to the extent that certain parties listed on the Debt Registry<sup>12</sup> with respect to putative ownership by (i) PBLA ULICO 2017; (ii) BBIL ULICO 2014; and (iii) OMNIA Ltd. (the “Putative Lenders”) of some portion of the debt (the “Unresolved Portion”), or their agent, BAM Administrative Services, LLC (“BAM”), acting on their behalf, sought payment on the Unresolved Portion.

To satisfy the condition precedent to the release of the Indemnity Escrow Amount, pursuant to the SHIP Escrow Motion, the Receiver requested that the Court: (i) confirm the effect of the Receiver’s Disallowance by permanently enjoining any further prosecution of the BAM claim; and (ii) under certain circumstances, confirm the Receiver’s authority to release the \$4,530,155.68 Indemnity Escrow Amount to SHIP. On November 2, 2023, the Court entered an Order approving the SHIP Escrow Motion, which confirmed the Receiver’s disallowance of Claim No. 145 and the Receiver’s authority to consent to the release of the Indemnity Escrow Amount.

## V. EXPLANATION OF EXPENSES AND RELATED POLICIES

Applicants seek reimbursement of its out-of-pocket costs in the amount of \$1,672.58. **Exhibit F** sets forth the various categories of expenses for which Applicants seek reimbursement. Applicants will retain the documentation supporting these expenses for a period of seven years in accordance with the SEC Billing Guidelines and will provide the SEC with copies upon request.

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<sup>12</sup> The “*Debt Registry*” refers to a document that is attached to the Settlement as Exhibit A. See Dkt. No. 536-1 at 20 of 33.



Applicants observed the following policies in connection with its expenses during the Application Period:

(a) In accordance with Section E.2.b. of the SEC Billing Guidelines, Applicants seek reimbursement for photocopying and laser printing expenses performed in-house (listed as Photocopies and Laser Copies in **Exhibit F**) at a rate of \$.15 per page. Otterbourg made 3,058 internal photocopies during the Application Period at the rate of 0.15 cents per page, totaling \$458.70 for all in-house copies.

(b) In accordance with Section E.2.g., Applicant would normally seek reimbursement of outgoing facsimile charges at a rate of \$1.00 per page for outgoing transmissions. However, Otterbourg did not make any outgoing facsimile transmissions during the Application Period. Similarly, Otterbourg has not received any incoming facsimile transmissions, nor would it seek to charge anything for them.

(c) With respect to all expenses, Applicants seek reimbursement only for the actual cost of its filing and court reporting fees, postage and overnight delivery fees and long distance telephone charges. Applicants have not included in any request for expense reimbursement 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 in the SEC Billing Guidelines). Whenever possible, Applicants have used email to transmit documents via portable document format, thereby reducing facsimile, overnight courier and copying costs otherwise chargeable to the Receivership Estate.

(d) In accordance with Section E.2.h of the SEC Billing Guidelines, Applicants have charged for computerized research only to the extent of the actual discounted invoiced cost of its vendor, Westlaw.

(e) In accordance with Section E.2.j. of the SEC Billing Guidelines, Applicants have neither sought reimbursement for local travel expenses for late night travel home or travel to court (including mileage, taxis, etc.) nor for meals.

(f) In accordance with Section E.2.K of the SEC Applicants have not sought reimbursement for secretarial, word processing, proofreading or document preparation expenses (other than by professionals or paraprofessionals), data processing and other staff services (exclusive of paraprofessional services) or clerical overtime.

(g) The Receiver has created a website to provide updates to investors and other interested parties and to answer frequently asked questions. This service is only charged to the extent of the invoiced cost from the vendor Epiq, which is billed directly to the Receivership Estate.

(h) In some instances, cost incurred during a particular application period will not be reflected in Applicants' records until a subsequent application period. Applicants will seek reimbursement for such "trailing" expenses in subsequent fee application periods.

## **VI. FACTORS TO BE CONSIDERED BY THE COURT IN AWARDING FEES**

The case law on equity receiverships sets forth the standards for approving receiver compensation and the fees and expenses for the receiver's counsel. This Court has discretion to determine compensation to be awarded to a court-appointed equity receiver and his or her counsel and "may consider all of the factors involved in a particular receivership in determining an appropriate fee." *Gaskill v. Gordon*, 27 F.3d 248, 253 (7th Cir. 1994). Many authorities (even if dated) provide "convenient guidelines", but in the final analysis, "the unique fact situation of each case renders direct reliance on precedent impossible." *Securities & Exchange Comm'n v. W.L. Moody & Co.*, 374 F. Supp. 465, 480 (S.D. Tex. 1974), *aff'd sub nom*, 519 F.2d 1087 (5th Cir. 1975).

In allowing counsel fees in Securities Act receiverships, “[t]he court will consider . . . the complexity of problems faced, the benefit to the receivership estate, the quality of work performed, and the time records presented.” *Securities & Exchange Comm’n v. Fifth Ave. Coach Lines, Inc.*, 364 F. Supp. 1220, 1222 (S.D.N.Y. 1973); *see also United States v. Code Prods. Corp.*, 362 F.2d 669, 673 (3d Cir. 1966) (court should consider the time, labor and skill required (but not necessarily expended), the fair value of such time, labor and skill, the degree of activity, the dispatch with which the work is conducted and the result obtained). “[R]esults are always relevant.” *Securities & Exchange Comm’n v. Elliott*, 953 F.2d 1560, 1577 (11th Cir. 1992) (quoting *Moody*, 374 F Supp. at 480). However, a good result may take a form other than a bare increase in monetary value. *Id.* (“Even though a receiver may not have increased, or prevented a decrease in, the value of the collateral, if a receiver reasonably and diligently discharges his duties, he is entitled to compensation.”).

Another “basic consideration is the nature and complexity of the legal problems confronted and the skill necessary to resolve them.” *Moody*, 374 F. Supp. at 485. Moreover, “[t]ime spent cannot be ignored.” *Id.* at 483. Another “significant factor . . . is the amount of money involved.” *Id.* at 486; *see also Gasser v. Infanti Int’l, Inc.*, 358 F. Supp. 2d 176, 182 (E.D.N.Y. 2005) (receiver’s legal fees “must be reasonable in light of the services rendered by counsel and the amount of property held in the receivership”).

Under these standards, Applicants have adequately demonstrated that the amount of fees requested is appropriate and warranted. Applicants acted quickly to take control of and monetize the assets of the Platinum Entities and have taken action to finalize the resolution of claims and proceed to file a plan of distribution.

## VII. HOLDBACKS

Earlier in the Receivership, in an effort to preserve assets while the Receiver was actively litigating certain matters, including the removal of the purported blanket liens on the Receivership's assets, Applicants agreed to hold back twenty percent (20%) of the allowed fees requested with respect to all project codes other than with respect to the fees approved for Otterbourg with respect to certain litigation matters, for which Applicants agreed to hold back five percent (5%) in view of the additional fee accommodation being taken with respect to those project codes<sup>13</sup> (collectively, the "Holdback Amount"). Accordingly, the total Holdback Amount for this Twenty-Fifth Interim Fee Application if the requested fees are approved is \$18,254.59 (\$748.24 for the Receiver and \$17,506.35 for Otterbourg). All payments will be made from the Receivership assets.

WHEREFORE, PREMISES CONSIDERED, the Receiver and Otterbourg respectfully request that the Court:

(a) grant interim approval of the Receiver's compensation in the amount of \$3,741.20 (the "Allowed Receiver Fees");

(b) grant interim approval of Otterbourg's compensation in the amount of \$87,531.75 (the "Allowed Otterbourg Fees" and, together with the Allowed Receiver Fees, the "Allowed Fees");

(c) grant interim approval of Otterbourg's request for reimbursement of its out-of-pocket expenses in the amount of \$1,672.58;

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<sup>13</sup> No time was spent during this Application Period with respect to those project codes in which Applicants agreed to an additional accommodation.

(d) authorize the Receiver to immediately pay to Applicants from the Receivership assets (i) the Allowed Fees, less the Holdback Amount, plus (ii) 100% of the allowed out-of-pocket expenses of Applicants; and

(e) grant such other relief as the Court deems appropriate.

Dated: November 20, 2023

Otterbourg P.C.

By: Erik B. Weinick

Erik B. Weinick

Jennifer S. Feeney

230 Park Avenue

New York, New York 10169

Tel.: (212) 661-9100

Fax: (212) 682-6104

eweinick@otterbourg.com

On Behalf of Melanie L. Cyganowski, as Receiver,  
and Otterbourg P.C., as Counsel to the Receiver

**EXHIBIT A**

SFAR

**PLATINUM PARTNERS CREDIT OPPORTUNITIES MASTER FUND LP AND AFFILIATED ENTITIES****Schedule of Receipts and Disbursements**

	Period from 7/1/2023 to 9/30/2023			Cumulative Total from 7/7/2017 to 9/30/2023		
	PPCO	PPLO	Total	PPCO	PPLO	Total
Cash (Beginning of Period)	\$ 14,303,134	\$ 3,484,524	\$ 17,787,658	\$ 7,788,872	\$ 1,617,492	\$ 9,406,363
<b>Receipts</b>						
Business Income	-	-	-	-	-	-
Cash and Securities	-	-	-	24,596	-	24,596
Interest/Dividend Income	-	-	-	150,158	91,472	241,630
Asset Sales and Third-Party Litigations Proceeds	10,625	-	10,625	85,542,461	1,829,706	87,372,167
Other Receipts	-	-	-	801,896	3,294	805,190
<b>Total Receipts</b>	\$ 10,625	\$ -	\$ 10,625	\$ 86,519,111	\$ 1,924,472	\$ 88,443,583
<b>Disbursements</b>						
Disbursements to Investors/Claimants	-	-	-	(17,874,754)	-	(17,874,754)
Disbursements for Receivership Operations	-	-	-	-	-	-
Disbursements to Receiver or Other Professionals	(190,801)	-	(190,801)	(31,926,733)	(2,575)	(31,929,308)
Business Asset Expenses	(138,758)	-	(138,758)	(8,303,654)	(35,825)	(8,339,479)
Personal Asset Expenses	-	-	-	-	-	-
Investment Expenses	-	-	-	(19,698,926)	-	(19,698,926)
Third-Party Litigation Expenses	-	-	-	-	-	-
Tax Administrator Fees and Bonds	-	-	-	(115,814)	(19,039)	(134,854)
Federal and State Tax Payments	-	-	-	-	-	-
Disbursements for Distribution Expenses Paid by the Fund	-	-	-	(2,175,096)	-	(2,175,096)
Disbursements to Court/Other <sup>1</sup>	-	-	-	(228,806)	-	(228,806)
<b>Total Disbursements</b>	\$ (329,559)	\$ -	\$ (329,559)	\$ (80,323,783)	\$ (57,440)	\$ (80,381,223)
Cash (End of Period)	\$ 13,984,200	\$ 3,484,524	\$ 17,468,724	\$ 13,984,200	\$ 3,484,524	\$ 17,468,724

<sup>1</sup> Disbursement to PPVA for its share of proceeds from the sale of interest in Cokal Limited

# **EXHIBIT B**

## Fee Schedule by Professional



**SUMMARY OF HOURS BILLED BY PROFESSIONALS AND PARAPROFESSIONALS  
FOR THE STATEMENT PERIOD OF  
JULY 1, 2023 THROUGH AND INCLUDING SEPTEMBER 30, 2023**

Professional	Year Admitted	Rate Per Hour	No. of Hrs.	Total Compensation <sup>1</sup>
Melanie L. Cyganowski ("MLC") Partner	1982	\$1620.00 <sup>2</sup>	4.7	\$7,614.00
Peter Feldman ("PF") Partner	1980	\$1240.00	21.5	\$26,660.00
Jennifer S. Feeney ("JSF") Partner	1998	\$1015.00	21.2	\$21,518.00
Erik B. Weinick ("EBW") Partner	2002	\$985.00	18.7	\$18,419.50
Michael A. Pantzer ("MAP") Associate	2017	\$525.00	58.4	\$30,660.00
	<b>TOTAL</b>		<b>124.5</b>	<b>\$104,871.50</b>

<sup>1</sup> These amounts reflect the recorded fees prior to application of the agreed upon fee accommodations.

<sup>2</sup> The Receiver's hourly billable rate at the time of retention in July 2017 was \$995. As previously agreed with the SEC, the Receiver's aggregate fees have been reduced to discount for any increase in her billable rate since being retained.

# **EXHIBIT C**

## Fees by Project Code

**JULY 2023 - SEPTEMBER 2023 SUMMARY OF COMPENSATION BY PROJECT CODE FOR RECEIVER  
(WITH DISCOUNTS)**

<b>Project Code</b>	<b>Project Category</b>	<b>Total Hours</b>	<b>Total Fees Recorded</b>	<b>Billable Rate Accommodation<sup>1</sup></b>	<b>Public Service Accommodation<sup>2</sup></b>	<b>Total Accommodation</b>	<b>Total Fees Requested</b>
P04	Case Administration	4.5	\$7,290.00	\$2,812.50	\$895.50	\$3,708.00	\$3,582.00
P05	Claims Administration & Objections	0.2	\$324.00	\$125.00	\$39.80	\$164.80	\$159.20
	<b>TOTALS:</b>	<b>4.7</b>	<b>\$7,614.00</b>	<b>\$2,937.50</b>	<b>\$935.30</b>	<b>\$3,872.80</b>	<b>\$3,741.20</b>

**JULY 2023 – SEPTEMBER 2023 SUMMARY OF COMPENSATION BY PROJECT CODE FOR OTTERBOURG  
(WITH DISCOUNTS)**

<b>Project Code</b>	<b>Project Category</b>	<b>Total Hours</b>	<b>Total Fees Recorded</b>	<b>Public Service Accommodation<sup>3</sup></b>	<b>Total Fees Requested</b>
P01	Asset Analysis & Recovery	9.5	\$9,564.50	\$956.45	\$8,608.05
P04	Case Administration	109.7	\$87,102.00	\$8,710.20	\$78,391.80
P05	Claims Administration & Objections	0.6	\$591.00	\$59.10	\$531.90
	<b>TOTALS:</b>	<b>119.8</b>	<b>\$97,257.50</b>	<b>\$9,725.75</b>	<b>\$87,531.75</b>

<sup>1</sup> The billable rate accommodation is a reduction in the Receiver's aggregate fees (prior to application of the public service accommodation) to discount for the customary annual increases in her billable rate since October 1, 2017.

<sup>2</sup> The public service accommodation is a twenty percent (20%) reduction in the Receiver's recorded time charges.

<sup>3</sup> The public service accommodation is a ten percent (10%) reduction in Otterbourg's recorded time charges.

**P01– ASSET DISPOSITION  
SUMMARY OF HOURS BILLED BY PROFESSIONALS AND PARAPROFESSIONALS  
FOR PROJECT CODE P01**

Professional	Year Admitted	Rate Per Hour	No. of Hrs.	Total Compensation <sup>1</sup>
Erik B. Weinick ("EBW") Partner	2002	\$985.00	2.6	\$2,561.00
Jennifer S. Feeney ("JSF") Partner	1998	\$1015.00	6.9	\$7,003.50
	<b>TOTAL</b>		<b>9.5</b>	<b>\$9,564.50</b>

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<sup>1</sup> These amounts reflect the recorded fees prior to application of the agreed upon fee accommodations.

**P04 – CASE ADMINISTRATION  
SUMMARY OF HOURS BILLED BY PROFESSIONALS AND PARAPROFESSIONALS  
FOR PROJECT CODE P04**

Professional	Year Admitted	Rate Per Hour	No. of Hrs.	Total Compensation <sup>1</sup>
Melanie L. Cyganowski ("MLC") Partner	1982	\$1620.00 <sup>2</sup>	4.5	\$7,290.00
Peter Feldman ("PF") Partner	1980	\$1240.00	21.5	\$26,660.00
Jennifer S. Feeney ("JSF") Partner	1998	\$1015.00	14.3	\$14,514.50
Erik B. Weinick ("EBW") Partner	2002	\$985.00	15.5	\$15,267.50
Michael A. Pantzer ("MAP") Associate	2017	\$525.00	58.4	\$30,660.00
	<b>TOTAL</b>		<b>114.2</b>	<b>\$94,392.00</b>

<sup>1</sup> These amounts reflect the recorded fees prior to application of the agreed upon fee accommodations.

<sup>2</sup> The Receiver's hourly billable rate at the time of retention in July 2017 was \$995. As previously agreed with the SEC, the Receiver's aggregate fees have been reduced to discount for any increase in her billable rate since being retained.

**P05 – CLAIMS ADMINISTRATION & OBJECTIONS  
SUMMARY OF HOURS BILLED BY PROFESSIONALS AND PARAPROFESSIONALS  
FOR PROJECT CODE P05**

Professional	Year Admitted	Rate Per Hour	No. of Hrs.	Total Compensation <sup>1</sup>
Melanie L. Cyganowski ("MLC") Partner	1982	\$1620.00 <sup>2</sup>	.2	\$324.00
Erik B. Weinick ("EBW") Partner	2002	\$985.00	.6	\$591.00
	<b>TOTAL</b>		<b>0.8</b>	<b>\$915.00</b>

<sup>1</sup> These amounts reflect the recorded fees prior to application of the agreed upon fee accommodations.

<sup>2</sup> The Receiver's hourly billable rate at the time of retention in July 2017 was \$995. As previously agreed with the SEC, the Receiver's aggregate fees have been reduced to discount for any increase in her billable rate since being retained.

# **EXHIBIT D**

## Receiver Time Records

OTTERBOURG P.C.  
230 PARK AVENUE  
NEW YORK, NY 10169-0075

November 15, 2023  
BILL NO. 235239

Client/Matter No.: 22126/0901  
Matter Name: SEC v. PLATINUM MANAGEMENT (NY) LLC,  
et al  
Billing Partner: ML CYGANOWSKI

For Services Rendered Through September 30, 2023:

<u>DATE</u>		<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
Phase: P04		Case Administration		
<u>ATTORNEY</u>				
07/12/23	MLC	Correspondence Correspondence re: draft settlement papers for Nordlicht settlement	.30	486.00
07/12/23	MLC	Review Documents Attention to financial payment of certain expenses for receivership	.20	324.00
07/13/23	MLC	Review Documents Review of financial expense report	.30	486.00
07/15/23	MLC	Correspondence Nordlicht: Correspondence with Trustee counsel re: settlement	.20	324.00
07/20/23	MLC	Correspondence Correspondence with Nordlicht counsel re: settlement	.20	324.00
07/21/23	MLC	Preparation of Documents Nordlicht finalizing settlement papers	.20	324.00



OTTERBOURG P.C.  
230 PARK AVENUE  
NEW YORK, NY 10169-0075

Client/Matter: 22126/0901  
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November 15, 2023  
BILL NO. 235239

<u>DATE</u>	<u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/01/23	MLC	Review Documents Review of financial expenses report	.30	486.00
08/21/23	MLC	Correspondence Correspondence re: request by counsel for BDO for production of certain documents re: pending arbitration involving PPVA	.20	324.00
08/22/23	MLC	Review Documents Payment of approved expenses	.20	324.00
08/22/23	MLC	Correspondence Correspondence re: Judge Jones hearing on Nordlicht settlement approval	.40	648.00
08/22/23	MLC	Memo Memo re: approval of Nordlicht settlement by Bankruptcy Court	.20	324.00
08/30/23	MLC	Review Documents Reviewed final draft of motion to EDNY re: Nordlicht proposed settlement	.40	648.00
09/05/23	MLC	Review Documents Review of financials and proposed expenses of receivership	.50	810.00
09/14/23	MLC	Correspondence Nordlicht - correspondence re Nordlicht settlement	.20	324.00

OTTERBOURG P.C.  
230 PARK AVENUE  
NEW YORK, NY 10169-0075

Client/Matter: 22126/0901  
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November 15, 2023  
BILL NO. 235239

<u>DATE</u>	<u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/20/23	MLC	Review Documents Review of financial report provided by Teneo	.50	810.00
09/26/23	MLC	Correspondence Nordlicht - correspondence re court approval of Nordlicht settlement	.10	162.00
09/27/23	MLC	Correspondence Nordlicht - correspondence with Mediator Judge Gropper re approval of Nordlicht settlement	.10	162.00
TOTAL PHASE P04			4.50	\$7,290.00

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Phase: P05 Claims Administration & Objections

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<u>DATE</u>	<u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/15/23	MLC	Review Documents Nordlicht - review provisions in settlement re proof of claim issues	.20	324.00
TOTAL PHASE P05			.20	\$324.00

TOTAL FOR SERVICES \$7,614.00

# **EXHIBIT E**

## Otterbourg Time Records

OTTERBOURG P.C.  
 230 PARK AVENUE  
 NEW YORK, NY 10169-0075

November 3, 2023  
 BILL NO. 235005

Client/Matter No.: 22126/0902  
 Matter Name: COUNSEL TO RECEIVER IN SEC v. PLATINUM  
 MANAGEMENT  
 Billing Partner: ML CYGANOWSKI

For Services Rendered Through September 30, 2023:

Phase: P01		Asset Analysis & Recovery	
<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/05/23 EBW	Correspondence Yellow River - attention to correspondence from company.	.40	394.00
09/05/23 EBW	Correspondence Acceleration Bay - correspondence with litigation team regarding status.	.20	197.00
09/11/23 EBW	Correspondence Assets - attention to reports on asset status.	.40	394.00
09/13/23 JSF	Telephone Call(s) Call with T. Rogers and EBW re: Catch Up on Asset Review and Next Steps	.20	203.00
09/13/23 EBW	Telephone Call(s) Assets - teleconference with T. Rogers and J. Feeney regarding asset status and strategy.	.20	197.00

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Client/Matter: 22126/0902  
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November 3, 2023  
BILL NO. 235005

<u>DATE</u>	<u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/20/23	JSF	Telephone Call(s) Call with EBW and Curt Solsvig re: Remaining Assets	.60	609.00
09/20/23	JSF	Examine Documents Review of Platinum Assets - Status of Assets to Be Monitored and Resolved Assets	1.10	1,116.50
09/20/23	EBW	Telephone Call(s) Assets - video conference with Teneo and J. Feeney regarding status.	.60	591.00
09/20/23	EBW	Correspondence Assets - review of asset status.	.40	394.00
09/22/23	JSF	Examine Documents Review of Receivership Assets and Dispositions	2.60	2,639.00
09/26/23	EBW	Telephone Call(s) Assets - teleconference with CFO regarding asset status.	.40	394.00
09/28/23	JSF	Examine Documents Review of Status Reports for Asset Review Report	2.40	2,436.00
TOTAL PHASE P01			9.50	\$9,564.50

Phase: P04

Case Administration

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Client/Matter: 22126/0902  
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November 3, 2023  
BILL NO. 235005

<u>DATE</u>	<u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
07/03/23	MAP	Draft/revise Nordlicht Bankruptcy - Revise Settlement Agreement and Memorandum of Law in Support.	3.40	1,785.00
07/04/23	PF	Review/correct Legal Papers Nordlicht settlement - correct legal papers: agreement, draft order, draft release	1.10	1,364.00
07/04/23	MAP	Correspondence Nordlicht Bankruptcy - Correspondence with Otterbourg team and Receiver regarding revised settlement agreement and memorandum of law.	.30	157.50
07/05/23	MAP	Draft/revise Nordlicht Bankruptcy - Revise settlement agreement resolving adversary and memo of law in support.	2.40	1,260.00
07/06/23	PF	Review/correct Legal Papers Review and revise draft Nordlicht settlement	.50	620.00
07/06/23	EBW	Preparation of Legal Papers Nordlicht - attention to settlement motion and correspondence with Bankruptcy Court.	.70	689.50
07/06/23	EBW	Analysis of Legal Papers Defendants - review of rulings on Dan Small post-trial motions.	.70	689.50

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Client/Matter: 22126/0902  
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November 3, 2023  
BILL NO. 235005

<u>DATE</u> <u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
07/06/23 MAP	Draft/revise Nordlicht Bankruptcy - Revise scheduling order and correspondence with opposing counsel and chambers regarding the same.	.90	472.50
07/10/23 JSF	Examine Documents Defendants - Review Summary of Small Opinion	.40	406.00
07/10/23 JSF	Examine Documents Attention to Status Report - Update on Open Issues	1.80	1,827.00
07/11/23 EBW	Telephone Call(s) Nordlicht - teleconference with counsel for trustee regarding settlement.	.30	295.50
07/11/23 EBW	Analysis of Legal Papers Defendants - analysis of ruling on post-trial motion.	.30	295.50
07/12/23 PF	Examine Documents Nordlicht: Comments from Anil Makhijani and comment	.50	620.00
07/12/23 EBW	Analysis of Legal Papers Defendants - review of decision on Small post-trial motions.	.30	295.50

OTTERBOURG P.C.  
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NEW YORK, NY 10169-0075

Client/Matter: 22126/0902  
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November 3, 2023  
BILL NO. 235005

<u>DATE</u> <u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
07/12/23 MAP	Review Documents Nordlicht bankruptcy - Review revisions to settlement agreement and memo of law provided by opposing counsel and correspondence with Otterbourg team regarding the same.	1.20	630.00
07/13/23 PF	Examine Documents Proposed changes per Nordlicht counsel and response	.50	620.00
07/13/23 EBW	Analysis of Legal Papers Nordlicht - analysis of decision on post-trial motions.	.40	394.00
07/13/23 EBW	Correspondence Nordlicht - correspondence with team regarding settlement.	.30	295.50
07/13/23 MAP	Draft/revise Revise settlement agreement and memo of law in support and correspondence with Otterbourg team regarding the same.	1.20	630.00
07/14/23 PF	Telephone Call(s) re: Legal Papers Telcon with Sal LaMonica re proposed settlement with Nordlicht	.30	372.00
07/14/23 PF	Telephone Call(s) re: Legal Papers Telcon with MAP re LaMonica comments to Nordlicht settlement	.20	248.00



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Client/Matter: 22126/0902  
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November 3, 2023  
BILL NO. 235005

<u>DATE</u>	<u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
07/14/23	PF	Preparation of Correspondence Email to Receiver explaining LaMonica comments and potential resolution	.50	620.00
07/14/23	PF	Preparation of Correspondence Email to LaMonica re proposed change to settlement agreement with Nordlicht	.20	248.00
07/14/23	JSF	Prepare Legal Papers Prepare Second Quarter Status Report	2.20	2,233.00
07/14/23	MAP	Correspondence Nordlicht Bankruptcy - Correspondence with opposing counsel regarding settlement agreement.	.20	105.00
07/14/23	MAP	Telephone Call(s) Nordlicht Bankruptcy - Call with P. Feldman and Counsel for Chapter 7 Trustee regarding settlement agreement and follow-up call with P. Feldman regarding the same.	.60	315.00
07/17/23	JSF	Prepare Legal Papers Prepare and Update Status Report	1.20	1,218.00
07/17/23	JSF	Prepare Legal Papers Review of Schedule of Receipts and Disbursements for Second Quarter	.30	304.50

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NEW YORK, NY 10169-0075

Client/Matter: 22126/0902  
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November 3, 2023  
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<u>DATE</u>	<u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
07/17/23	EBW	Preparation of Motion Papers Nordlicht - attention to settlement issues.	.20	197.00
07/17/23	EBW	Preparation of Memorandum Administrative - review of, and revisions to, quarterly report.	.40	394.00
07/18/23	PF	Review/correct Legal Papers Revise Settlement Agreement, Memo or Law and proposed Order Nordlicht including in response to changes from Nordlicht	1.10	1,364.00
07/18/23	PF	Review/correct Correspondence To MLC re changes to Nordlicht settlement agreement	.20	248.00
07/18/23	JSF	Prepare Legal Papers Revisions to Quarterly Status Report	1.30	1,319.50
07/18/23	MAP	Correspondence Correspondence with Otterbourg team, M. Cyganowski and opposing counsel regarding settlement agreement.	.50	262.50
07/19/23	PF	Preparation of Correspondence emails to counsel for Nordlicht re settlement agreement	.20	248.00

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November 3, 2023  
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<u>DATE</u>	<u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
07/19/23	JSF	Examine Documents Review the Orders Entered in the Criminal Cases	.70	710.50
07/19/23	EBW	Analysis of Legal Papers Defendants - review of Judge Cogan's ruling on loss calculation.	.30	295.50
07/19/23	MAP	Correspondence Nordlicht bankruptcy - Correspondence with Otterbourg team and opposing counsel regarding settlement agreement.	.60	315.00
07/20/23	PF	Review/correct Legal Papers Release for Nordlicht settlement	.80	992.00
07/20/23	JSF	Examine Documents Review of Website FAQs re: Updates	.30	304.50
07/20/23	MAP	Correspondence Nordlicht Bankruptcy - Correspondence with opposing counsel regarding settlement.	.20	105.00
07/20/23	MAP	Draft/revise Nordlicht Bankruptcy - Revise settlement agreement and motion in support.	1.90	997.50

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November 3, 2023  
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<u>DATE</u>	<u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
07/21/23	PF	Review/correct Legal Papers Review and comment upon settlement documents (to be in final): agreement, order, EBW declaration; emails re signature and notice section	1.60	1,984.00
07/21/23	PF	Research re Legal Papers Re Nordlicht settlement: review of Rule 33 motion for new trial and acquittal	.50	620.00
07/21/23	EBW	Preparation of Motion Papers Nordlicht - attention to settlement agreement.	.30	295.50
07/21/23	MAP	Draft/revise Nordlicht bankruptcy - Draft declaration in support of settlement agreement and correspondence regarding the same.	.90	472.50
07/21/23	MAP	Correspondence Various correspondence with Otterbourg, Receiver, and opposing counsel regarding settlement agreement and filing of motion to approve settlement.	1.90	997.50
07/21/23	MAP	Draft/revise Nordlicht bankruptcy - revise and finalize settlement agreement and motion in support of settlement agreement for filing and file documents.	2.50	1,312.50

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November 3, 2023  
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<u>DATE</u>	<u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
07/21/23	MAP	Correspondence Nordlicht Bankruptcy - Provide notice of settlement agreement by email.	.20	105.00
07/27/23	JSF	Examine Documents Review of Website and Status Updates	.80	812.00
07/27/23	MAP	Draft/revise Nordlicht bankruptcy - revise and finalize for filing certificate of service regarding motion to approve settlement agreement.	.80	420.00
07/31/23	EBW	Correspondence Investors - communications with investors.	.60	591.00
08/04/23	JSF	Telephone Call(s) Participate in Zoom Meeting with Trey Rogers and EBW re: Update to Distribution Scenarios	.70	710.50
08/04/23	EBW	Telephone Call(s) Plan - teleconference with T. Rogers and J. Feeney regarding status and strategy.	.70	689.50
08/10/23	JSF	Examine Documents Review of Nordlicht Settlement Agreement and Terms	1.20	1,218.00
08/10/23	JSF	Examine Documents Status Report Update	1.10	1,116.50

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November 3, 2023  
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<u>DATE</u>	<u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/10/23	MAP	Draft/revise Review status report concerning Nordlicht bankruptcy and correspondence with J. Feeney regarding the same.	.50	262.50
08/11/23	JSF	Examine Documents Attention to Criminal Matters - Status	.30	304.50
08/14/23	EBW	Analysis of Legal Papers Defendants - attention to Small sentencing and review of report regarding additional appeals.	.60	591.00
08/14/23	MAP	Correspondence Review appeal of Rule 29 decision in criminal action.	.20	105.00
08/15/23	EBW	Preparation of Motion Papers Nordlicht - attention to settlement motion status.	.10	98.50
08/15/23	EBW	Analysis of Legal Papers Defendants - attention to Small sentencing matters.	.10	98.50
08/15/23	MAP	Correspondence Correspondence with Otterbourg team regarding updates in Criminal Action.	.30	157.50

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November 3, 2023  
BILL NO. 235005

<u>DATE</u>	<u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/15/23	MAP	Correspondence Nordlicht Bankruptcy - Review docket regarding Settlement Motion and correspondence with Otterbourg team regarding the same.	.30	157.50
08/16/23	PF	Research re Court Re Nordlicht settlement hearing: CNO and section 727 and related emails (internal)	1.00	1,240.00
08/16/23	MAP	Review Documents Review documents and correspondence with P. Feldman and E. Weinick in connection with preparation for hearing on settlement motion.	.90	472.50
08/17/23	MAP	Review Documents Nordlicht Bankruptcy - Prepare for hearing on motion to approve settlement agreement.	.90	472.50
08/18/23	PF	Preparation for Court With MAP re hearing on Nordlicht settlement	.80	992.00
08/18/23	MAP	Telephone Call(s) Nordlicht bankruptcy - Call with P. Feldman to discuss motion to approve settlement agreement.	.80	420.00
08/18/23	MAP	Review Documents Nordlicht bankruptcy - Prepare for hearing on motion to approve compromise.	1.80	945.00

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November 3, 2023  
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<u>DATE</u> <u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/21/23 PF	Review/correct Memorandum MAP's outline for Nordlicht hearing	.60	744.00
08/21/23 EBW	Correspondence Administrative - attention to inquiries from investment bankers.	.40	394.00
08/21/23 MAP	Correspondence Nordlicht Bankruptcy - Correspondence with opposing counsel regarding hearing on settlement agreement.	.20	105.00
08/21/23 MAP	Review Documents Nordlicht Bankruptcy - Prepare for hearing on motion to approve settlement agreement.	2.60	1,365.00
08/22/23 PF	Attendance at Court Nordlicht settlement hearing	.70	868.00
08/22/23 PF	Preparation of Correspondence Emails to and from receiver re Nordlicht settlement hearing	.20	248.00
08/22/23 JSF	Examine Documents Attention to Updates re: Criminal Proceeding and Nordlicht	.40	406.00
08/22/23 EBW	Preparation of Motion Papers Nordlicht - attention to post-hearing issues.	.40	394.00



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November 3, 2023  
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<u>DATE</u>	<u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/22/23	MAP	Review Documents Nordlicht Bankruptcy - Prepare for hearing on motion to approve settlement agreement.	.90	472.50
08/22/23	MAP	Attendance at Court (Motion) Nordlicht Bankruptcy - Attend hearing on motion to approve settlement agreement.	.70	367.50
08/22/23	MAP	Correspondence Nordlicht Bankruptcy - Various correspondence following hearing, including preparing correspondence to Chambers with proposed order, scheduling status conference, and other matters related to settlement.	1.30	682.50
08/23/23	MAP	Draft/revise Draft motion for approval of settlement agreement with Nordlicht to be filed in Receivership Court.	4.30	2,257.50
08/24/23	PF	Review/correct Legal Papers Review and revise Nordlicht settlement motion before Judge Cogan; declaration	1.30	1,612.00
08/24/23	EBW	Preparation of Motion Papers Nordlicht - attention to motion to District Court for settlement approval.	1.40	1,379.00
08/24/23	MAP	Draft/revise Revise Motion before Receivership Court for Approval of Settlement Agreement.	.30	157.50

OTTERBOURG P.C.  
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Client/Matter: 22126/0902  
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November 3, 2023  
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<u>DATE</u> <u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/25/23 PF	Review/correct Legal Papers Settlement with Nordlicht: motion to EDNY	2.40	2,976.00
08/25/23 EBW	Preparation of Legal Papers Nordlicht - attention to settlement.	1.10	1,083.50
08/25/23 MAP	Draft/revise Revise motion before Receivership Court for approval of Settlement Agreement with Mark Nordlicht.	2.20	1,155.00
08/26/23 PF	Review/correct Legal Papers Re settlement with Nordlicht: revisions to settlement motion	.80	992.00
08/26/23 MAP	Review Documents Review revisions to motion for approval of settlement agreement with Mark Nordlicht.	.20	105.00
08/27/23 MAP	Draft/revise Revise motion before Receivership Court for approval of settlement agreement with Mark Nordlicht.	1.60	840.00
08/28/23 PF	Review/correct Legal Papers Review and revise the motion for approval by the EDNY of the Nordlicht settlement agreement: declaration, memo of law and order.	2.30	2,852.00

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November 3, 2023  
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<u>DATE</u>	<u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/28/23	EBW	Preparation of Motion Papers Nordlicht - review of, and revisions to, motion for approval of settlement.	1.50	1,477.50
08/28/23	EBW	Correspondence Administrative - attention to document request.	.20	197.00
08/28/23	MAP	Draft/revise Revise motion for approval of Settlement Agreement with Mark Nordlicht.	2.20	1,155.00
08/29/23	PF	Preparation of Correspondence Email (internal) re papers in support of settlement (EDNY)	.30	372.00
08/29/23	EBW	Preparation of Motion Papers Nordlicht - attention to finalization of settlement approval motion.	.40	394.00
08/29/23	MAP	Draft/revise Revise motion for approval of Settlement Agreement with Mark Nordlicht.	2.00	1,050.00
08/30/23	JSF	Examine Documents Update re: Norlicht Settlement - Motion in Bankruptcy Court	.30	304.50
08/30/23	EBW	Correspondence Administrative - Attention to document request from Staudtmauer.	.30	295.50

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<u>DATE</u>	<u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
08/30/23	EBW	Preparation of Motion Papers Nordlicht - attention to settlement motion filing.	.20	197.00
08/31/23	JSF	Examine Documents Attention to Status Report	.60	609.00
08/31/23	EBW	Correspondence Nordlicht - attention to settlement matters.	.40	394.00
08/31/23	MAP	Correspondence Correspondence regarding settlement of Nordlicht Bankruptcy Estate Claims.	.20	105.00
09/01/23	JSF	Examine Documents Attention to Receivership Updates	.40	406.00
09/06/23	MAP	Draft/revise Revise Proposed Settlement Agreement Nordlicht Chapter 7 Trustee.	2.30	1,207.50
09/07/23	PF	Review/correct Legal Papers Revise settlement agreement between Receiver and Nordlicht estate trustee s	1.30	1,612.00
09/07/23	MAP	Draft/revise Revise proposed settlement agreement with Nordlicht Chapter 7 Trustee.	2.80	1,470.00

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November 3, 2023  
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<u>DATE</u>	<u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/08/23	PF	Review/correct Legal Papers Revise Settlement agreement with Nordlicht bankruptcy case Trustee	1.20	1,488.00
09/08/23	MAP	Telephone Call(s) Call with Nordlicht Trustee regarding case status and settlement agreement and draft update to E. Weinick and P. Feldman.	.40	210.00
09/08/23	MAP	Draft/revise Revise Settlement Agreement with Nordlicht Chapter 7 Trustee.	1.60	840.00
09/09/23	EBW	Analysis of Legal Papers Nordlicht - review of settlement with trustee.	.40	394.00
09/13/23	PF	Review/correct Legal Papers Settlement agreement with Nordlicht trustee	.40	496.00
09/13/23	MAP	Draft/revise Revise settlement agreement with Nordlicht Bankruptcy Trustee and correspondence regarding the same.	1.40	735.00
09/14/23	MAP	Correspondence Correspondence with Receiver, Otterbourg team, opposing counsel regarding various issues related to Settlement Agreements with Nordlicht and Nordlicht bankruptcy estate.	1.50	787.50

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<u>DATE</u>	<u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/14/23	MAP	Draft/revise Draft notice of status conference in bankruptcy case and correspondence with chambers regarding the same.	.50	262.50
09/15/23	EBW	Correspondence Administrative - attention to subpoena response.	.30	295.50
09/15/23	EBW	Analysis of Legal Papers Nordlicht - attention to settlement implementation.	.20	197.00
09/15/23	MAP	Correspondence Finalize draft settlement agreement and correspondence with Receiver and Nordlicht Trustee regarding Settlement Agreement.	.90	472.50
09/15/23	MAP	Draft/revise Prepare notice of Status Conference for filing.	.20	105.00
09/18/23	EBW	Correspondence Administrative - correspondence with counsel for Staudtmauer regarding subpoena.	.30	295.50
09/20/23	EBW	Analysis of Legal Papers Beechwood - Review Beechwood/PPVA ruling	.30	295.50

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November 3, 2023  
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<u>DATE</u>	<u>ATTORNEY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
09/20/23	MAP	Review Documents Review opinion and order in Beechwood/PPVA litigation.	.20	105.00
09/21/23	EBW	Correspondence Administrative - correspondence with counsel for Staudtmauer regarding subpoena.	.40	394.00
09/21/23	MAP	Correspondence Read decision in Beechwood / PPVA litigation and provide email summary to E. Weinick.	.80	420.00
09/26/23	JSF	Examine Documents Review of Order Approving Nordlicht Settlement and Next Steps	.30	304.50
09/26/23	EBW	Analysis of Legal Papers Nordlicht - attention to settlement issues.	.40	394.00
09/26/23	EBW	Correspondence Cayman - correspondence with Cayman directors.	.20	197.00
09/26/23	MAP	Correspondence Review Order approving Nordlicht Settlement Agreement, Calendar Dates in Settlement Agreement, and correspondence with Otterbourg team and counsel for Nordlicht.	1.50	787.50

# **EXHIBIT F**

## Expense Summary



**SUMMARY OF ACTUAL AND NECESSARY DISBURSEMENTS  
FOR THE STATEMENT PERIOD OF  
JULY 1, 2023 THROUGH AND INCLUDING SEPTEMBER 30, 2023**

<b>Expense Category</b>	<b>Service Provider (if applicable)</b>	<b>Total Expenses<sup>1</sup></b>
Air Freight	Federal Express	\$120.17
Electronic Research	Westlaw, Pacer	\$753.04
Photocopies		\$458.70
Postage, Excess		\$184.59
Process Service		\$156.08
<b>TOTAL:</b>		<b>\$1,672.58</b>

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<sup>1</sup> The date that appears on the annexed disbursement detail associated with a particular disbursement is as to certain disbursements the date the disbursement is recorded in Otterbourg computer records and not the actual date the disbursement was incurred.

# **EXHIBIT G**

## Otterbourg Expense Records

OTTERBOURG P.C.  
230 PARK AVENUE  
NEW YORK, NY 10169-0075

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DISBURSEMENTS FOR YOUR ACCOUNT

Electronic Research	753.04
Air Freight	120.17
Postage, Excess	184.59
Process Service	156.08
Photocopies	458.70
	<hr/>
TOTAL DISBURSEMENTS	1,672.58

# **EXHIBIT H**

## Certification

Melanie L. Cyganowski  
Erik B. Weinick  
OTTERBOURG P.C.  
230 Park Avenue  
New York, New York 10169  
Telephone: (212) 661-9100  
Facsimile: (212) 682-6104

*Counsel to the Receiver*

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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SECURITIES AND EXCHANGE COMMISSION,	:
	:
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)

**CERTIFICATION IN SUPPORT OF TWENTY-FIFTH JOINT INTERIM APPLICATION OF THE RECEIVER AND OTTERBOURG P.C. FOR ALLOWANCE OF COMPENSATION AND REIMBURSEMENT OF EXPENSES INCURRED DURING THE PERIOD JULY 1, 2023 THROUGH AND INCLUDING SEPTEMBER 30, 2023**

I, Erik B. Weinick (the “Certifying Professional”), hereby certify that Melanie L. Cyganowski (the “Receiver”) and Otterbourg P.C. (“Otterbourg”) have designated me as the Certifying Professional with respect to the Certification required by Section A of the Billing

Instructions for Receivers in Civil Actions Commenced by the U.S. Securities and Exchange Commission (the “SEC Billing Guidelines”) and further certify that:

1. I am an attorney admitted to practice law in the Eastern District of New York since June, 2002 and in the State of New York since April, 2002 and am a partner at Otterbourg.

2. I have read the Twenty-Fifth Joint Interim Application of the Receiver and Otterbourg P.C. for Allowance of Compensation and Reimbursement of Expenses Incurred during the Period July 1, 2023 through and including September 30, 2023 (the “Twenty-Fifth Interim Application”).

3. To best of my knowledge, information, and belief formed after reasonable inquiry, the Twenty-Fifth Interim Application and all fees and expenses sought therein are true and accurate and comply with the SEC Billing Guidelines, except as noted:

(a) Otterbourg has made every reasonable effort to insure that all billing professionals placed all related time entries in a single activity category (designated by task code). However, some variations may have occurred.

4. All fees contained in the Twenty-Fifth Interim Application are based on the rates listed in the Fee Schedule (Exhibit B to the Application), subject to the discounts described in the Twenty-Fifth Interim Application, and all such fees are reasonable, necessary, and commensurate with the skill and experience required for the activity performed.

5. All necessary and reasonable expenses contained in the Twenty-Fifth Interim Application are based on the actual cost incurred by Otterbourg. Otterbourg has not included in the amounts for which expense reimbursement is sought any amortization of the cost

of any investment, equipment, or capital outlay (except to the extent any such amortization is included within the permitted allowable amounts for photocopies and fax transmission).

6. In seeking reimbursement for an outside vendor service, which Otterbourg justifiably purchased or contracted for from a third party (such as court reporting services, electronic research, and overnight courier), Otterbourg requests reimbursement only for the actual amount billed to Otterbourg by the third party vendor and paid by Otterbourg to such vendor. Neither the Receiver nor Otterbourg is making a profit on such reimbursable service.

7. I represent that (i) the fees and expenses included therein were incurred in the best interests of the Receivership Estate; and, (ii) with the exception of the SEC Billing Guidelines, the Receiver has not entered into any agreement, written or oral, express or implied, with any person or entity concerning the amount of compensation paid or to be paid from the Receivership Estate, or any sharing thereof.

Dated: November 20, 2023

/s/ Erik B. Weinick  
Erik B. Weinick  
Certifying Professional

UNITED STATES DISTRICT COURT  
 EASTERN DISTRICT OF NEW YORK

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 SECURITIES AND EXCHANGE COMMISSION, :  
 :  
 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. :  
 -----X

No. 16-cv-6848 (BMC)

**[PROPOSED] ORDER APPROVING TWENTY-FIFTH JOINT INTERIM APPLICATION OF THE RECEIVER AND OTTERBOURG P.C. FOR ALLOWANCE OF COMPENSATION AND REIMBURSEMENT OF EXPENSES INCURRED DURING THE PERIOD JULY 1, 2023 THROUGH AND INCLUDING SEPTEMBER 30, 2023**

THIS MATTER coming before the Court on the Twenty-Fifth Joint Interim Application of Melanie L. Cyganowski, the duly appointed receiver herein (the “Receiver”) and Otterbourg P.C. (“Otterbourg”), counsel for the Receiver, for Allowance of Compensation and Reimbursement of Expenses Incurred During the Period July 1, 2023 through and including September 30, 2023 (the “Twenty-Fifth Interim Application”)<sup>1</sup> [Dkt. No. \_\_\_\_]; and the Court having considered the Twenty-Fifth Interim Application and exhibits and other documents filed in support of the Twenty-Fifth Interim Application; and the Court having found that the Twenty-Fifth Interim Application complies with applicable standards for awarding fees and expenses; and after due deliberation and for good and sufficient cause shown; it is hereby

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<sup>1</sup> Capitalized terms utilized but not otherwise defined herein shall have the meaning ascribed to them in the Twenty First Interim Application.



**ORDERED** that the Twenty-Fifth Interim Application for the period covering July 1, 2023 through and including September 30, 2023 (the “Twenty-Fifth Application Period”) is granted; and it is further

**ORDERED** that the Receiver’s compensation for the Twenty-Fifth Application Period is allowed on an interim basis in the amount of \$3,741.20 (the “Allowed Receiver Fees”); and it is further

**ORDERED** that the fees requested by Otterbourg for the Twenty-Fifth Application Period are allowed on an interim basis in the amount of \$87,531.75 (the “Allowed Otterbourg Fees” and, together with the Allowed Receiver Fees, the “Allowed Fees”); and it is further

**ORDERED** that Otterbourg’s request for reimbursement of its out-of-pocket expenses for the Twenty-Fifth Application Period is allowed on an interim basis in the amount of \$1,672.58; and it is further

**ORDERED** that the Receiver is authorized to immediately pay from the Receivership assets (i) the Allowed Fees, less the Holdback Amount, plus (ii) 100% of the allowed out-of-pocket expenses of Applicants.

Dated: \_\_\_\_\_, 2023  
Brooklyn, New York

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