

2. The Receiver seeks the Court's approval of Cooley *nunc pro tunc* to his appointment date. It is routine for a court-appointed Receiver to ask professionals to begin work immediately on the understanding that Court approval for their retention will be sought on a *nunc pro tunc* basis. Here, as is often the case where the Securities and Exchange Commission ("SEC") moves for the appointment of a receiver to take control over assets on an emergency basis based on allegations that the previous managers committed fraud and otherwise violated federal securities laws, the Receiver was appointed with virtually no advance notice, and immediately confronted a host of urgent problems which required legal advice. In accordance with the usual practice in such situations, and with the approval of the SEC, the Receiver asked Cooley to begin work immediately on the understanding that he would later seek approval for Cooley's retention *nunc pro tunc* to the date on which he was appointed. The Receiver now makes that Application.

3. The SEC supports and consents to the instant Application. Platinum Management (NY) LLC; Platinum Credit Management, L.P., and Mark Nordlicht, the defendants who are the named parties to the SEC's application for the appointment of a receiver and other emergency relief (the "Restraining Order Defendants") previously consented to the appointment of the Receiver, and have consented to this Application. The Receiver also sought the consent of the other defendants who have appeared in this case. Defendants Daniel Small, Joseph SanFilippo, and Jeffrey Shulse consent to the Application. Defendants David Levy and Joseph Mann requested more detail regarding the Application, which they were provided, and neither consented nor objected to the Application at the time of filing. Defendant Uri Landesman did not respond to communications regarding the Application.

4. In support of this Application, the Receiver submits the Declaration of Celia Goldwag Barenholtz (the “Barenholtz Declaration”), which is attached to this Application as Exhibit B. In further support of this Application, the Receiver shows the Court as follows:

Jurisdiction and Venue

5. The Court has jurisdiction to consider this Application pursuant to Sections 20(b) and 22(a) of the Securities Act of 1933, 15 U.S.C. §§ 77t(b) & 77v(a), Sections 21(d), 21(e) and 27 of Securities Exchange Act of 1934, 15 U.S.C. §§ 78u(d), 78u(e) & 78aa(a), and 28 U.S.C. § 1331.

6. Venue of this action in this District is proper pursuant to Section 22(a) of the Securities Act, 15 U.S.C. § 77v(a), Section 27 of the Exchange Act, 15 U.S.C. § 78aa.

Background

7. On December 19, 2016, the U.S. Attorney for the Eastern District of New York unsealed an eight-count indictment (the “Indictment”) against seven individuals who were formerly affiliated with a purportedly \$1.7 billion hedge fund family based in New York (“Platinum”). The Indictment alleges that the defendants defrauded Platinum investors through, among other things, the overvaluation of assets, the concealment of severe cash flow problems, and the preferential payment of redemptions. The Indictment also charges four of the defendants with defrauding the independent bondholders of Black Elk Energy Offshore Operations, LLC (“Black Elk”), a portfolio company owned by Platinum, through a fraudulent offering document and diverting more than \$95 million in proceeds to Platinum by falsely representing in the offering document that Platinum controlled approximately \$18 million of the bonds when, in fact, Platinum controlled more than \$98 million of the bonds.

8. On December 19, 2016, the SEC filed this action against the Restraining Order Defendants, and other individuals, asserting violations of the anti-fraud provisions of federal

securities laws and seeking, among other relief, temporary and permanent injunctive relief, disgorgement of ill-gotten gains, imposition of civil penalties, and appointment of a receiver (the “Complaint”) [Docket No. 1].

9. On December 19, 2016, the Court entered an Order to Show Cause and Temporary Restraining Order (the “Restraining Order”) against the Restraining Order Defendants, granting certain specified relief to the SEC, including the appointment of the Receiver, and granting the Receiver control over the assets of Platinum Credit, Platinum Partners Credit Opportunities Master Fund L.P.; Platinum Partners Credit Opportunities Fund (TE) LLC; Platinum Partners Credit Opportunities Fund (BL) LLC; Platinum Liquid Opportunity Management (NY) LLC; and Platinum Partners Liquid Opportunity Fund (USA) L.P. (collectively, the “Receivership Entities”) [Docket No. 5].

10. On December 19, 2016 (the “Appointment Date”), the Court also entered the Order Appointing Receiver, approving the appointment of the Receiver to act for the Receivership Entities (the “Receiver Order”) [Docket No. 6]. The Restraining Order Defendants consented to the appointment of the Receiver.

The Terms of the Receiver Order

11. Under the terms of the Receiver Order, the Receiver was appointed to preserve the *status quo*, ascertain the extent of commingling of funds, ascertain the true financial condition of the Receivership Entities, prevent further dissipation of property and assets of those entities, prevent the encumbrance or disposal of property or assets of the Receivership Entities, preserve the books, records, and documents of the Receivership Entities, be available to respond to investors inquiries, protect investors’ assets, conduct an orderly wind down, including a responsible liquidation of assets and orderly and fair distribution of those assets to investors, and

determine whether one or more of the Receivership Entities should undertake bankruptcy filings, among other things.

12. Further, under the Receiver Order, the Receiver is authorized, empowered, and directed to develop a plan for the fair, reasonable, and efficient recovery and liquidation and distribution of all remaining, recovered, and recoverable Receivership Property (the “Liquidation Plan”) and is required to prepare a full report and accounting of the Receivership Estate within thirty (30) days after the end of each calendar quarter (the “Quarterly Status Report”). The Quarterly Status Reports must include: summaries of the operations of the Receiver; accounting of the cash on hand; a schedule of the Receiver’s receipts and disbursements; descriptions of all known property owned by the Receivership; descriptions of liquidated and unliquidated claims held by the Receivership, including valuations of claims, proposed methods of enforcing such claims, reducing the claims to judgments, and collecting judgments; a summary of the status of the Receiver’s investigation; a listing of all known investors and creditors and the amount of their investments; the status of investor and creditor claims proceedings; and the Receiver’s recommendations for a continuation or discontinuation of the Receivership.

13. In support of these powers and duties, Paragraph 33 of the Receiver Order authorizes and empowers the Receiver, subject to leave of Court, “to resume or commence . . . litigation” and to “investigate, prosecute, defend, intervene in or otherwise participate in” actions in any state, federal or foreign court or proceeding of any kind “as may in the Receiver’s discretion, and in consultation with SEC counsel, be advisable or proper to recover and/or conserve” property owned by the Receivership Entities. Paragraph 34 of the Receiver Order further authorizes, empowers, and directs the Receiver “to investigate the manner in which the financial and business affairs of the Receivership Entities were conducted” and, with leave of

this Court, “institute such actions and legal proceedings, for the benefit and on behalf of the Receivership Estate, as the Receiver deems necessary and appropriate.”

14. Paragraph 49 of the Receiver Order empowers the Receiver to “solicit persons and entities (“Retained Personnel”) to assist the Receiver in carrying out the duties and responsibilities described in [the Receiver Order]” subject to obtaining an Order of the Court authorizing such engagement.

The Receiver’s Task and Need for Legal Counsel

15. The Receiver has been given a tremendous task. As noted in the Complaint, in Platinum Management’s March 30, 2016 Form ADV, Platinum Credit claimed to have approximately \$590 million in assets under management in Platinum Partners Credit Opportunities Master Fund L.P. and its feeder funds (collectively, “PPCO”). PPCO is a master fund and has a number of kinds of different assets in its portfolio of investments, including operating entities involved in a variety of industries (*e.g.*, oil and gas, mining), investments in various ongoing litigations via litigation funding arrangements, and a portfolio of life insurance policies, to name but a few. Thus, not only does the Receiver need to administer the affairs of the hedge fund entities of which he is the Receiver, he must also administer the affairs of the portfolio companies that are controlled by the Receivership Entities. In addition to pending and contemplated business transactions that those entities have, there are on-going litigations and bankruptcy proceedings relating to some of those entities for which the Receiver is now responsible. The Receiver is also charged with investigating the transactions the Receivership Entities entered into, and, if appropriate, bringing lawsuits against insiders and other third parties on behalf of the Receivership Entities. Preparing the Quarterly Reports, Liquidation Plan, and dealing with the claims against the Receivership Estate will also require the Receiver to obtain

legal advice. Finally, some Platinum funds are in liquidation under the authority of the Grand Court of the Cayman Islands. Because Receivership Entities jointly own certain investments with those entities, and have other relationships, the Receiver will need legal advice in order to evaluate the Receivership Entities interests in those arrangements, and reach agreement with the liquidators appointed in the Cayman Islands.

Services to be Provided by Cooley

16. The professional services of Cooley are necessary to enable the Receiver to perform and exercise faithfully and confidently his rights, remedies, powers, duties, and responsibilities under the Receiver Order. Subject to further Order of the Court, the Receiver proposes to retain Cooley to render services including, but are not limited to, the following:

(a) To advise, assist, and represent the Receiver with respect to his rights, remedies, powers, duties, and obligations under the Receiver Order and to prepare or assist in the preparation of pleadings, applications, motions, reports, and other papers incidental to the performance by the Receiver of his rights, powers, duties, and responsibilities under the Receiver Order;

(b) To advise, assist, and represent the Receiver in connection with the preparation of the Liquidation Plan;

(c) To advise, assist, and represent the Receiver in connection with insurance matters;

(d) To advise and represent the Receiver in the review and analysis of any legal issues incident to any proposed sale or other disposition of or transaction involving any Receivership Entity assets;

(e) To advise, assist, and represent the Receiver in connection with the preparation of the reports required under the Receiver Order;

(f) To advise, assist, and represent the Receiver in any dealings with the SEC or other regulatory authorities;

(g) To advise, assist, and represent the Receiver in connection with the sale, collection or other disposition of any Receivership Entity assets and the closing of any such transactions;

(h) To conduct, defend, or otherwise participate in any investigation, deposition, examination, and/or document production as may be held or conducted in connection with this case;

(i) To advise and, if necessary, commence affirmative litigation to recover funds paid by any Receivership Entity or to recover damages sustained by any Receivership Entity;

(j) To appear, as necessary, on behalf of the Receiver before the Court and any appellate courts; and

(k) To perform any and all other legal services requested by the Receiver in the performance and exercise of his rights, remedies, powers, duties, and responsibilities under the Receiver Order.

Cooley's Qualifications

17. The performance of the Receiver's rights, remedies, duties and responsibilities under the Receiver Order will require counsel with extensive experience in a wide array of legal fields, including complex commercial litigation, corporate reorganizations and bankruptcy, white collar and regulatory defense, commercial law and secured transactions, securities law, investment funds, insurance coverage and the like.

18. Cooley has approximately 900 lawyers and has extensive experience and expertise in dealing with issues arising in these and other areas of law.

19. Cooley has significant practice in the areas of complex commercial litigation, white collar and regulatory defense, bankruptcy and corporate reorganizations, insurance coverage, investment funds, securities law, secured transactions, and other commercial law matters. The Cooley attorneys who will advise the Receiver in this case will have considerable knowledge and experience in these fields.

20. The Barenholtz Declaration describes the qualifications of Cooley and its attorneys and the terms and conditions of its employment, including the hourly rates currently charged by Cooley.

21. For all of these reasons, the Receiver believes that Cooley is well qualified to represent the Receiver in this case.

Compensation and Expense Reimbursement

22. Cooley proposes to charge the Receiver for its legal services at the hourly rates in effect each year, less a 15% public service discount. Cooley also proposes to charge for reimbursement of all reasonable costs and expenses incurred in connection with its representation of the Receiver in this action, as set forth in the Barenholtz Declaration.

23. As of January 1, 2017, Cooley's standard hourly billing rates for attorneys and other members of its professional staff, range from \$175 to \$1,470. The 2017 hourly rates for the attorneys and paralegals of the firm presently anticipated to provide legal services for the Receiver in connection with this action and those rates less a 15% public service discount are set forth in Exhibit 1 attached to the Barenholtz Declaration. This listing is intended to be a representative, but not definitive, listing of individuals who may provide services in this representation. The Receiver understands that a wide range of Cooley professionals may be used

in this engagement to provide services in the most efficient manner possible. Cooley has advised the Receiver that, in the normal course of its business, Cooley revises its hourly rates on an annual basis and that the hourly rates reflected in this Application are the rates Cooley has adopted for matters of this type for legal services to be provided during calendar year 2017. Cooley will advise the Court if its hourly rates change.

24. In addition to the hourly rates set forth above, Cooley customarily charges its clients for all costs and expenses reasonably incurred, including electronic discovery management, computerized legal research, charges for overtime for non-attorney personnel, and ancillary services such as photocopying, word processing, messengers, overnight mail, postage, telephone calls, facsimile, and desktop publishing. Cooley proposes to charge the Receiver for these costs and expenses in the same manner as Cooley charges its other clients for the same costs and expenses, subject to the SEC Receivership Billing Instructions.

25. Cooley has advised the Receiver that Cooley will apply to the Court for allowance of compensation for professional services rendered and for reimbursement of reasonable costs and expenses incurred in connection with this matter in accordance with the Receiver Order and any other applicable Orders of the Court. Cooley has further confirmed to the Receiver that, in applying to the Court for compensation, Cooley will comply with the SEC Receivership Billing Instructions.

No Adverse Interest Precluding Representation by Cooley

26. Cooley has advised the Receiver that Cooley has examined its books and records with respect to its past representations of potentially adverse persons and entities, and searched its records for entities with potentially adverse interests. A listing of the entities Cooley in put into its conflict checking system as part of this process is attached to the Barenholtz Declaration as Exhibit 2.

27. As a result of its conflict checking process, Cooley identified three potentially adverse persons or entities. Cooley represents Jona Rechnitz, including in matters related to *U.S. v. Norman Seabrook and Murray Huberfeld*, 16 Crim 467. Cooley also represents another witness in relation to that matter. Accordingly, Cooley has advised the Receiver that it cannot be instructed on any matter related to that case and cannot share with the Receiver any confidences received from those individuals. Cooley represents Clifford Chance and cannot be adverse to Clifford Chance without obtaining a conflict waiver from Clifford Chance. As a result of a prior representation of Clifford Chance, Cooley cannot represent the Receiver with respect to any matter relating to the funding of the Excalibur litigation in the United Kingdom. Neither the Receiver nor Cooley believe these limitations preclude Cooley from accepting this engagement as counsel for the Receiver and from performing the legal services for the Receiver described in the Application and the Barenholtz Declaration.

28. To the best of the Receiver's knowledge, Cooley has disclosed all potential interests adverse to the Receiver in this matter upon which Cooley is to be engaged. To the extent there is any adverse interest that would preclude representation of the Receiver, Cooley has disclosed that interest to the Receiver and the SEC, and advised the Receiver that it cannot advise the Receiver with respect to any matter involving that interest (assuming that the Receiver needs such representation).

Relief Requested

29. By this Application, the Receiver seeks entry of an Order, pursuant to Paragraphs 6.F. and 49 of the Receiver Order, authorizing the Receiver to retain and employ Cooley as his counsel in this action *nunc pro tunc* as of the Appointment Date.

30. The Receiver is asking for the appointment of Cooley *nunc pro tunc* because the Receiver required legal assistance from Cooley immediately after his appointment, before a

retainer agreement could be prepared, conflicts fully searched, and a Court order sought, with respect to a number of pressing matters. Those matters included pending transactions, on-going litigation involving Receivership Entities, a temporary restraining order issued by a bankruptcy court in Texas, and a preliminary injunction hearing and matters related thereto, that were placing severe restraints on the Receiver's ability to function, and numerous other pressing matters relating to the Receivership. Consistent with the routine practice in such cases, the Receiver consulted with the SEC about the use of Cooley prior to a court order. The SEC agreed that the Receiver should use Cooley and seek the Court's approval of Cooley *nunc pro tunc* to the Appointment Date.

31. Cooley has not received payment for any fees to date, and is not seeking approval of fees it has already incurred at this time. Payment of Cooley's fees will be the subject of a separate fee application to this Court.

Notice

32. The Receiver proposes to serve this Application on (a) the SEC and its counsel; (b) the Defendants and their counsel; and (c) any person or attorney who, as of January 31, 2017, had filed a notice of appearance in this action. In light of the nature of the relief requested, the Receiver respectfully submits that no further notice is necessary.

WHEREFORE, for all the foregoing reasons, the Receiver requests that the employment of the law firm of Cooley LLP as his counsel in this action be approved, effective *nunc pro tunc* to the Appointment Date, upon the terms as set forth above and that the Receiver be granted such other and further relief as the Court deems appropriate.

[Signature on the following page]

Respectfully submitted, this 31st day of January, 2017.

/s/ Bart M. Schwartz
Bart M. Schwartz
Court-Appointed Receiver

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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SECURITIES AND EXCHANGE COMMISSION, :

Plaintiff, :

-v- :

No. 16-cv-6848 (DLI) (VMS)

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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[PROPOSED] ORDER APPROVING THE RETENTION OF COOLEY LLP

Upon the Application (the “Application”) of Bart M. Schwartz, Court-appointed receiver (the “Receiver”), for entry of an order, approving the retention of Cooley LLP (“Cooley”) as counsel for the Receiver, and upon consideration of the Application, the Declaration of Celia Goldwag Barenholtz in Support of the Application (the “Declaration”), and it appearing that, based on the Application and the Declaration, Cooley consists of attorneys who are qualified to represent the Receiver as counsel in this action; neither Cooley nor its partners or professional employees hold any interests adverse to the Receiver that would preclude Cooley from accepting this engagement as counsel for the Receiver and from performing legal services for the Receiver; the relief requested in the Application is warranted; the relief requested is authorized by applicable law; and notice of the Application, given as described therein, was good and sufficient notice thereof.

NOW, THEREFORE, based upon the Application and all of the proceedings before this Court, and after due deliberation and sufficient cause appearing therefor, and no objection to the Application having been raised, it is hereby:

ORDERED that the Application is granted, and, pursuant to the Application, the Receiver is authorized to employ Cooley, *nunc pro tunc* to December 19, 2016, the date on which the Receiver was appointed; and it is further

ORDERED that Cooley shall be compensated for such services, and the reasonable expenses and costs it incurs in providing such services shall be reimbursed, in accordance with the Order Appointing Receiver [Docket No. 6], any other applicable Orders of the Court, and the SEC Receivership Billing Instructions; and it is further

ORDERED that the Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

SO ORDERED, this ____ day of _____, 2017.

United States District Court Judge

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 (DLI)(VMS)

**DECLARATION OF CELIA GOLDWAG BARENHOLTZ
IN SUPPORT OF APPLICATION TO RETAIN COOLEY LLP**

I, Celia Goldwag Barenholtz, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am partner in the law firm of Cooley LLP (“Cooley”), located at 1114 Avenue of the Americas, New York, New York. I am over 18 years old and am a member of the bar of this Court. This declaration is based upon my personal knowledge and information provided to me by other Cooley attorneys.

2. I make this declaration in support of the Application of Bart M. Schwartz, the Court-appointed Receiver in this action, for Entry of an Order Approving the Retention of Cooley LLP *Nunc Pro Tunc* to the Appointment Date (the “Application”). All capitalized terms used in this declaration, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Application.

3. The Court-appointed Receiver has selected Cooley to represent him in this action. Cooley is comprised of approximately 900 attorneys across 12 offices in the United States,

China, and Europe. Cooley's attorneys have deep experience in a variety of fields relevant to this action, including complex commercial litigation, white collar and regulatory defense, bankruptcy and corporate reorganizations, insurance coverage, investment funds, securities law, secured transactions and other commercial law matters. The Cooley attorneys who will advise the Receiver in this case will have considerable knowledge and experience in these fields.

4. Subject to Court approval, Cooley will render professional services to the Receiver, including, but not limited to, the following:

(a) To advise, assist, and represent the Receiver with respect to his rights, remedies, powers, duties, and obligations under the Receiver Order and to prepare or assist in the preparation of pleadings, applications, motions, reports, and other papers incidental to the performance by the Receiver of his rights, powers, duties, and responsibilities under the Receiver Order;

(b) To advise, assist, and represent the Receiver in connection with the preparation of the Liquidation Plan;

(c) To advise, assist, and represent the Receiver in connection with insurance matters;

(d) To advise and represent the Receiver in the review and analysis of any legal issues incident to any proposed sale or other disposition of or transaction involving any Receivership Entity assets;

(e) To advise, assist, and represent the Receiver in connection with the preparation of the reports required under the Receiver Order;

(f) To advise, assist, and represent the Receiver in any dealings with the SEC or other regulatory authorities;

(g) To advise, assist, and represent the Receiver in connection with the sale, collection or other disposition of any Receivership Entity assets and the closing of any such transactions;

(h) To conduct, defend, or otherwise participate in any investigation, deposition, examination, and/or document production as may be held or conducted in connection with this case;

(i) To advise and, if necessary, commence affirmative litigation to recover funds paid by any Receivership Entity or to recover damages sustained by any Receivership Entity;

(j) To appear, as necessary, on behalf of the Receiver before the Court and any appellate courts; and

(k) To perform any and all other legal services requested by the Receiver in the performance and exercise of his rights, remedies, powers, duties, and responsibilities under the Receiver Order.

5. Subject to the Court's approval, Cooley will charge the Receiver for its legal services at hourly rates in effect each year less a public service discount of fifteen percent (15%), and for reimbursement of all costs and expenses incurred in connection with this action, subject to the SEC Receivership Billing Instructions.

6. As of January 1, 2017, Cooley's standard hourly billing rates for attorneys and other members of its professional staff range from \$175 to \$1,470. The 2017 hourly rates for the attorneys and likely to provide legal services for the Receiver in connection with this action and those rates at the fifteen percent (15%) public service discount are set forth in Exhibit 1 attached hereto. This list of attorneys is intended to be a representative, but not definitive, listing of

individuals who may provide services in relation to this matter. A wide range of Cooley professionals may be used in this engagement to provide services in the most efficient manner possible. In the normal course of its business, Cooley revises its hourly rates on an annual basis, and the hourly rates reflected in the Application and this declaration are the rates Cooley has adopted for matters of this type for legal services to be provided during calendar year 2017.

7. In addition to the hourly rates set forth above, Cooley customarily charges its clients for all costs and expenses reasonably incurred, including electronic discovery management, computerized legal research, charges for overtime for non-attorney personnel, and ancillary services such as photocopying, word processing, messengers, overnight mail, postage, telephone calls, facsimile, and desktop publishing. Cooley proposes to charge the Receiver for these costs and expenses in the same manner as Cooley charges its other clients for the same costs and expenses, subject to the SEC Receivership Billing Instructions.

8. Cooley has advised the Receiver that Cooley will apply to the Court for allowance of compensation for professional services rendered and for reimbursement of reasonable costs and expenses incurred in connection with this matter in accordance with the Receiver Order and any other applicable Orders of the Court. Cooley has further confirmed to the Receiver that, in applying to the Court for compensation, Cooley will comply with the SEC Receivership Billing Instructions.

9. Cooley maintains records of all its clients, the matters on which it represents its clients, and the other parties which have substantial roles in such matters. Attached to this declaration as Exhibit 2 is a listing of the entities Cooley input into its conflict checking system as part of its intake process. Based upon this review of Cooley's records and using the available information, Cooley makes the following disclosure of three potentially adverse persons or

entities:

(a) Cooley represents Jona Rechnitz, including matters related to *U.S. v. Norman Seabrook and Murray Huberfeld*, 16 Crim 467. Cooley also represents another witness in relation to that matter. *U.S. v. Norman Seabrook and Murray Huberfeld* involves an alleged bribery scheme where Murray Huberfeld, a founder and part-owner of Platinum Partners, allegedly bribed Norman Seabrook in exchange for Seabrook's investment of money controlled by the Correction Officer's Benevolent Association. Accordingly, Cooley has advised the Receiver that it cannot be instructed on any matter related to that case and cannot share with the Receiver any confidences received from those individuals;

(b) Cooley represents Clifford Chance and cannot be adverse to Clifford Chance without obtaining a conflict waiver from Clifford Chance;

(c) As a result of a prior representation of Clifford Chance, Cooley cannot represent the Receiver with respect to any matter relating to the funding of the Excalibur litigation in the United Kingdom.

10. Cooley previously disclosed the information set forth in subparagraphs (a) – (c) of Paragraph 9 to the Receiver and SEC. Thus, to the extent there is any adverse interest that would preclude representation of the Receiver, Cooley has disclosed that interest to the Receiver and the SEC (as set forth above) and advised the Receiver that it cannot advise the Receiver with respect to any matter involving that interest (assuming that the Receiver needs such representation).

11. To the best of my knowledge, after reasonable investigation, I do not believe that the limitations described above preclude Cooley from accepting this engagement as counsel for the Receiver and from performing the legal services for the Receiver described in the

Application and this declaration.

12. To the best of my knowledge, no members of Cooley are subject to disciplinary actions in any court.

13. There is no agreement of any nature, other than the partnership agreement of Cooley LLP, as to the sharing of any compensation to be paid to Cooley.

14. Both the SEC and the Restraining Order Defendants consent to the retention of Cooley. Cooley also sought the consent of the other defendants who have appeared in this case. Defendants Joseph SanFilippo and Jeffrey Shulze consent to the Application. Defendants David Levy, Dante Small, and Joseph Mann requested more detail regarding the Application, which they were provided, and neither consented nor objected to the Application at the time of filing. Defendant Uri Landesman did not respond to communications regarding the Application.

15. Cooley will represent the Receiver in this action with the understanding that Cooley will be compensated at the discounted hourly rates that are scheduled and attached to this declaration as Exhibit I and incorporated herein by reference, subject to yearly adjustments, and will be reimbursed for reasonable and necessary out-of-pocket expenses, subject to the SEC Receivership Billing Instructions. Cooley understands that all such compensation and reimbursement is subject to Court approval upon appropriate application.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, NY
January 31, 2017



Celia Goldwag Barenholtz
Proposed Counsel to Bart M. Schwartz, Receiver
Cooley LLP
1114 Avenue of the Americas
New York, NY 10036
(212) 479-6330
cbarenholtz@cooley.com

EXHIBIT 1**Attorney Rate Chart**

NAME	POSITION	STANDARD RATE	DISCOUNTED RATE (15%/o)
Alan Levine	Partner	\$1,375	\$1,168.75
Celia Goldwag Barenholtz	Partner	\$1,175	\$998.75
Thomas Salley	Partner	\$995	\$845.75
Ann Mooney	Partner	\$965	\$820.25
Lawrence Gottlieb	Senior Counsel	\$1,185	\$1,007.25
Lynn D. Horwitz	Special Counsel	\$880	\$748
Robert Winning	Associate	\$835	\$709.75
Abigail Belknap Seidner	Associate	\$670	\$569.50
Lauren A. Reichardt	Associate	\$595	\$505.75
Sarah A. Carnes	Associate	\$595	\$505.75
Daniel J. Pohlman	Associate	\$525	\$446.25
Ruben D. Morales	Paralegal	\$315	\$267.75

EXHIBIT 2

Entity and Person Names Input into Conflict Checking Database

Platinum Credit Management, L.P.
Platinum Management (NY) LLC
Mark Nordlicht
David Levy
Daniel Small
Uri Landesman
Joseph Mann
Joseph SanFilippo
Jeffrey Shulse
Platinum Partners Credit Opportunities Master Fund LP
Platinum Partners Credit Opportunities Fund (TE) LLC
Platinum Partners Credit Opportunities Fund (BL) LLC
Platinum Liquid Opportunity Management (NY) LLC
Platinum Partners Liquid Opportunity Fund (USA) L.P.
Black Elk Energy Offshore Operations LLC
Securities and Exchange Commission
Golden Gate Oil LLC
Beechwood Re, Ltd.
Beechwood Bermuda Investment, Ltd.
Beechwood Bermuda Investment Holdings, Ltd.
B Asset Manager L.P.
Tokio Marine/US Specialty Insurance
Berkshire Hathaway
Freedom
One Beacon
Atlantic Specialty
W. R. Berkley Corporation