

IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

COMPLEX BUSINESS LITIGATION  
DIVISION

In re:

CRYSTAL CRUISES LLC, a California  
limited liability company,

Case No. 2022-002742-CA-01  
Lead Case

CRYSTAL HOLDINGS U.S., LLC, a  
Delaware limited liability company,

Case No. 2022-002757-CA-01

CRYSTAL AIRCRUISES, LLC, a Florida  
limited liability company, and

Case No. 2022-002758-CA-01

Assignors,  
To:

(Jointly Administered Cases)

MARK C. HEALY,

Assignee.

**MOTION FOR APPROVAL AND PAYMENT OF  
FEES AND REIMBURSEMENT OF EXPENSES INCURRED  
BY INCE (GIBRALTAR) LIMITED AS GIBRALTAR COUNSEL TO THE  
ASSIGNEE FOR THE PERIOD OF JUNE 6, 2022 THROUGH JULY 31, 2022**

**NOTICE OF OPPORTUNITY TO OBJECT  
TO CREDITORS AND OTHER INTERESTED PARTIES:**

**PLEASE TAKE NOTICE** that, pursuant to Fla Stat. § 727.111(4), the Assignee may pay the fees and expenses of professional persons employed by the Assignee as set forth herein, and the Court may consider these actions without further notice or hearing unless a party in interest files an objection within 21 days from the date this paper is served. If you object to the relief requested in this paper, you must file your objection with the Miami-Dade County Clerk of the Court at 73 W. Flagler Street, Room 133, Miami, FL 33130, and serve a copy on the Assignee's counsel, Paul Steven Singerman, Esq. and Samuel Jason Capuano, Esq., Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, FL 33131, and any other appropriate person. If you do not file an objection within the time permitted, the Assignee and the Court will presume that you do not oppose the granting of the relief requested in the paper.

Mark C. Healy (the “Assignee”), solely in his capacity as the Assignee for the benefit of creditors of Crystal Cruises LLC, Crystal Holdings U.S. LLC, and Crystal AirCruises LLC (collectively, the “Assignors”), pursuant to Florida Statutes §§ 727.102, 727.109(1), (10) and (15), and § 727.111(4), and the Court’s *Order Granting Assignee’s Motion for Entry of an Order: (1) Approving Noticing Procedures, (2) Approving Proof of Claim Forms; and (3) Extending Deadline to Serve Notice of Assignment* (the “Notice Procedures Order”) entered on March 3, 2022, files this motion (the “Motion”) for approval and payment of interim fees in the amount of £7,800.00 (in equivalent US dollars)<sup>1</sup> incurred by Ince (Gibraltar) Limited (“Ince”)<sup>2</sup> in connection with its representation of the Assignee during the period of June 6, 2022 through July 31, 2022 (the “Application Period”). In support of the Motion, the Assignee states:

1. On February 10, 2022, the Assignors executed and delivered, and the Assignee accepted, irrevocable assignments for the benefit of creditors to the Assignee (collectively, the “Assignments”). On February 11, 2022 (the “Petition Date”), a *Petition Commencing Assignment for the Benefit of Creditors* was filed by the Assignee for each of the Assignors, thereby commencing the following assignment for the benefit of creditors cases pursuant to Section 727 of the Florida Statutes, in this Court: *In re Crystal Cruises LLC*, Case No. 2022-002742-CA-01, *In re Crystal Holdings U.S. LLC*, Case No. 2022-002757-CA-01, and *In re Crystal Aircruises LLC*, Case No. 2022-002758-CA-01 (collectively, the “Assignment Cases”). On March 3, 2022, the Court entered orders in each of the Assignment Cases consolidating and jointly administering the Assignment Cases for procedural purposes.

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<sup>1</sup> As of August 17, 2022, the exchange rate was 1 British Pound = 1.20477 US Dollar per [www.xe.com](http://www.xe.com). Accordingly, on August 17, 2022, the amount of Ince’s invoice equaled \$9,398.27 US Dollars.

<sup>2</sup> Ince was paid a retainer of \$37,000.00 (US Dollars) (\$36,958.15 after bank fees) which has not been applied to the payment of its invoice. Accordingly, **the Assignee seeks authorization for Ince to use the amounts it has on retainer to pay for its invoice in the amount of £7,800.00 (in equivalent USD) and return any unused portion of the retainer to the Assignee.**

2. Prior to the Petition Date, the Assignors were engaged in the travel and entertainment business, including operating ocean, river, and expedition cruises and conducting related activities around the world.

3. Pursuant to Florida Statute § 727.108(7), the Assignee retained Ince as special counsel to perform necessary legal services in connection with the recovery of inventory and currency (the “Gibraltar Estate Assets”) on board the cruise ship, the Crystal Endeavor (the “Vessel”) which had been arrested by the Gibraltar Admiralty Marshall in the Port of Gibraltar.

4. On August 4, 2022, the Court entered an order approving the employment of Ince as Gibraltar counsel to the Assignee.

5. The Assignee successfully negotiated sales of assets of the Assignment Estate, including the Gibraltar Estate Assets on board the arrested Vessel located in Gibraltar, in part, due to the efforts of Ince in protecting the Assignee’s and the Assignment Estate’s interests in connection with proceedings in the Supreme Court of Gibraltar. In connection with the sale of the Gibraltar Estate Assets, the estate recovered \$828,884.09.

6. As of August 2, 2022, the current cash balance in the Assignment Estate is \$15,283,569.94 (the “Estate Funds”).

7. Ince, as Gibraltar counsel to the Assignee, has incurred fees in the amount of £7,800.00 for legal services provided to the Assignee during the Application Period. Ince’s invoice is attached hereto as **Exhibit “A”**

8. The Assignee respectfully requests that the Court approve this Motion and allow Ince an interim award of fees in the amount of £7,800.00 (in equivalent USD) for the period of June 6, 2022 through July 31, 2022. Ince was paid a retainer of \$37,000.00 (USD) (\$36,958.15 after bank fees) which has yet to be applied to the payment of its invoice. Accordingly, **the**

**Assignee seeks authorization for Ince to use the amounts it has on retainer to pay for its invoice in the amount of £7,800.00 (in equivalent USD) and return any unused portion of the retainer to the Assignee.**

9. There will be no prejudice to any party in respect of the requested interim award and distribution as it is being made for the purpose of administering, and for the benefit of, the Assignment Estate, and the fees sought to be paid by the Assignee will be subject to final review and objection at the end of this case.

**WHEREFORE**, the Assignee respectfully requests that this Court enter an Order, in the form attached hereto as **Exhibit “B”**, (i) granting the Motion; (ii) approving the Assignee’s request for £7,800.00 (in equivalent USD) in compensation for services rendered by Ince, (iii) authorizing Ince to pay its invoice in the amount of £7,800.00 (in equivalent USD) from the retainer it is currently holding in this matter and return any unused portion of the retainer to the Assignee; and (iv) granting such other and further relief as the Court deems just and proper.

Dated: August 19, 2022

BERGER SINGERMAN LLP  
*Co-Counsel for Assignee*  
1450 Brickell Avenue, Suite 1900  
Miami, FL 33131  
Telephone: (305) 755-9500  
Facsimile: (305) 714-4340

By: /s/ Samuel J. Capuano  
Paul Steven Singerman  
Florida Bar No. 378860  
[singerman@bergersingerman.com](mailto:singerman@bergersingerman.com)  
Samuel J. Capuano  
Florida Bar No. 90946  
[scapuano@bergersingerman.com](mailto:scapuano@bergersingerman.com)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY a true and correct copy of the foregoing was served via the Florida Court's e-Filing Portal on August 19, 2022 to all parties that have entered an appearance in this case; on counsel for the Assignors, Adam Losey, Esq., Losey PLLC, 1420 Edgewater Drive, Orlando, FL 32804, via email to [alosey@losey.law](mailto:alosey@losey.law); via email to [cbl44@jud11.flcourts.org](mailto:cbl44@jud11.flcourts.org) pursuant to CBL Rule 2.2; and via e-mail to all creditors and interested parties on the e-mail service list pursuant to the Notice Procedures Order.

By: /s/ Samuel J. Capuano  
Samuel J. Capuano

**EXHIBIT A**  
**(Invoices)**



# INVOICE

Invoice # 2802  
Date: 25/07/2022  
Due On: 08/08/2022

## Ince

6.20 World Trade Centre, 6 Bayside Road  
Gibraltar GX11 1AA  
Gibraltar  
Phone: +35020068450

Mr Mark Healy  
841 Prudential Drive  
Jacksonville, Florida 32207  
United States

### 00001-Healy-(CRYSTAL ENDEAVOR)

#### CRYSTAL ENDEAVOR

Type	Solicitor	Date	Notes	Quantity	Rate	Total
Service	AR	06/06/2022	Emails with Arthur Kraatz;	0.30	£300.00	£90.00
Service	AR	06/06/2022	Telephone Call: Telephone call with Arthur Kraatz;	0.30	£300.00	£90.00
Service	AR	06/06/2022	Review: Review of petition forwarded by Arthur Kratz	0.20	£300.00	£60.00
Service	AR	07/06/2022	E-mail received: emails regarding conflict check	0.40	£300.00	£120.00
Service	AR	07/06/2022	E-mail drafted/sent: email to Mark Healy	0.10	£300.00	£30.00
Service	AR	08/06/2022	E-mail drafted/sent: email exchange with Mark Healy	0.20	£300.00	£60.00
Service	AR	09/06/2022	Telephone Call: with Mark Healy	0.40	£300.00	£120.00
Service	AR	09/06/2022	E-mail received: Email from Mark Healy; review of documents	0.30	£300.00	£90.00
Service	AR	10/06/2022	E-mail received: Emails with Mark Healy	0.40	£300.00	£120.00
Service	AR	15/06/2022	Review: Review of Emails and documents received from Mark Healy; emails with Mark Healy	2.00	£300.00	£600.00
Service	AR	16/06/2022	E-mail drafted/sent: Email to Tara Weber; email exchanges with Mark Healy; emails from Jeremy Grabill; email exchange with Kent Morrison;	2.00	£300.00	£600.00
Service	AR	16/06/2022	Drafting: Drafting letter to lawyers for	1.90	£300.00	£570.00

the mortgagee						
Service	AR	17/06/2022	Drafting: Drafting letter to lawyers for the mortgagee; emails with Mark Healy;	2.20	£300.00	£660.00
Service	AR	20/06/2022	E-mail drafted/sent: Email exchange with Mark Healy	0.20	£300.00	£60.00
Service	AR	22/06/2022	E-mail drafted/sent: Email exchange with Mark Healy; email to the Marshal; emails from Triay lawyers (lawyers for the mortgagee)	1.70	£300.00	£510.00
Service	AR	23/06/2022	E-mail drafted/sent: Email from Norton Rose; emails to Mark Healy; email exchanges with Mark Healy;	1.10	£300.00	£330.00
Service	AR	24/06/2022	E-mail drafted/sent: Emails with Mark Healy;	0.30	£300.00	£90.00
Service	AR	24/06/2022	Drafting/Advising: Drafting letter to the Marshal	1.40	£300.00	£420.00
Service	AR	24/06/2022	Review: Review of invoices against spreadsheets	1.50	£300.00	£450.00
Service	AR	24/06/2022	Telephone Call: Telephone call with Mark Healy	0.40	£300.00	£120.00
Service	AR	27/06/2022	E-mail drafted/sent: Email to Mark Healy; email to Admiralty Marshal; email to Triay Lawyers;	0.30	£300.00	£90.00
Service	AR	28/06/2022	E-mail drafted/sent: Email exchange with Triay Lawyers; email from Norton Rose; email exchange with Mark Healy;	0.90	£300.00	£270.00
Service	AR	28/06/2022	Telephone Call: Telephone call with Mark Healy	0.30	£300.00	£90.00
Service	AR	29/06/2022	Telephone Call: Telephone call with Mark Healy	0.50	£300.00	£150.00
Service	AR	30/06/2022	E-mail drafted/sent: Email exchange with Mark Healy; email from Admiralty Marshal;	0.30	£300.00	£90.00
Service	AR	30/06/2022	Review: Review of proposed agreement	0.50	£300.00	£150.00
Service	AR	30/06/2022	Telephone Call: Telephone call with Mark Healy	0.30	£300.00	£90.00
Service	AR	05/07/2022	Email from Samuel Capuano; email to Triay Lawyers regarding; email to Samuel Capuano; email from Triay Lawyers; email to Triay Lawyers; amendments to proposed wording regarding paragraphs on the Gibraltar proceedings; email to Samuel Capuano; email from Samuel Capuano; email from Mark Healy; email to Mark Healy and Samuel Capuano; email	1.20	£300.00	£360.00



from Triay Lawyers;						
Service	AR	05/07/2022	Telephone Call: Telephone call with Samuel Capuano;	0.20	£300.00	£60.00
Service	AR	06/07/2022	E-mail received: Email from Samuel Capuano regarding motion filed	0.10	£300.00	£30.00
Service	AR	07/07/2022	E-mail drafted/sent: email exchange with Samuel Capuano;	0.40	£300.00	£120.00
Service	AR	13/07/2022	E-mail drafted/sent: Email from the Admiralty Marshal; email exchange with Monchi Triay of Triay Lawyers; email to Samuel Capuano; email to the Admiralty Marshal; email from Samuel Capuano; email to Samuel Capuano; email from James Ramagge of Triay Lawyers; email exchange with Samuel Capuano; email from the Admiralty Marshal; email from James Ramagge; email from Samuel Capuano;	1.50	£300.00	£450.00
Service	AR	14/07/2022	Telephone Call: Telephone call with James Ramagge of Triay Lawyers;	0.10	£300.00	£30.00
Service	AR	14/07/2022	E-mail drafted/sent: Email to Samuel Capuano; email from Samuel Capuano; email from Mark Healy; email from James Ramagge; email to James Ramagge; email from James Ramagge; email to Mark Healy and Samuel Capuano; email from Samuel Capuano; further email exchanges with Mark Healy and Samuel Capuano; email to Triay Lawyers and Admiralty Marshal; email to Mark Healy; email from Triay Lawyers	2.10	£300.00	£630.00
					<b>Total</b>	<b>£7,800.00</b>

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2802	08/08/2022	£7,800.00	£0.00	£7,800.00
			<b>Outstanding Balance</b>	<b>£7,800.00</b>
			<b>Total Amount Outstanding</b>	<b>£7,800.00</b>

Please make all amounts payable to: Ince

Please pay within 14 days.

## Remittance Advice

### Wire Transfer Information

**Bank Name/Address:** Gibraltar International Bank  
Acc Name: INCE (GIBRALTAR) LIMITED  
Sort Code: 608314  
Acc No: XXXXXXXXXX  
IBAN: GI84GIBK000000798600001  
IBAN BIC/ SWIFT: GIBKGIGI

Please include your company name as a reference so we may accurately identify and apply your payment.

[Ince / 6.20 World Trade Center, 6 Bayside Road, Gibraltar GX11 1AA / PO Box 1324 T +350 200 68450 / F +350 200 68453 / E \[Info@incegd.com\]\(mailto:Info@incegd.com\) \[incegd.com\]\(http://incegd.com\)](#) Ince (Gibraltar) Limited, company registration number 107531 and Ince Consultancy (Gibraltar) Limited, company registration number 107474, are subsidiaries of the Ince Group plc. Ince Consultancy (Gibraltar) Limited is regulated as a Company Manager and Collective Investment Scheme Administrator by the Gibraltar Financial Services Commission: <https://www.fsc.gi/regulated-entity/ince-consultancy-gibraltar-limited-21866>

**EXHIBIT B**  
**(Proposed Order)**

IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

In re:

COMPLEX BUSINESS LITIGATION  
DIVISION

CRYSTAL CRUISES LLC, a California  
limited liability company,

Case No. 2022-002742-CA-01  
Lead Case

CRYSTAL HOLDINGS U.S., LLC, a  
Delaware limited liability company,

Case No. 2022-002757-CA-01

CRYSTAL AIRCRUISES, LLC, a Florida  
limited liability company, and

Case No. 2022-002758-CA-01

Assignors,  
To:

(Jointly Administered Cases)

MARK C. HEALY,

Assignee.

**ORDER GRANTING MOTION FOR APPROVAL AND  
PAYMENT OF FEES AND REIMBURSEMENT OF EXPENSES  
INCURRED BY INCE (GIBRALTAR) LIMITED AS GIBRALTAR COUNSEL  
TO THE ASSIGNEE FOR THE PERIOD JUNE 6, 2022 THROUGH JULY 31, 2022**

**THIS CAUSE** came before the Court without a hearing upon the *Motion for Approval and Payment of Fees and Reimbursement of Expenses Incurred by Ince (Gibraltar) Limited as Gibraltar Counsel to the Assignee for the Period June 6, 2022 Through July 31, 2022* (the “Motion”), filed on negative notice by Mark C. Healy (the “Assignee”), solely in his capacity as the Assignee for the benefit of creditors of Crystal Cruises LLC, Crystal Holdings U.S. LLC, and Crystal AirCruises LLC (collectively, the “Assignors”), pursuant to which Ince (Gibraltar) Limited (“Ince”) seeks compensation in the amount of £7,800.00 (in equivalent USD) for the period of June 6, 2022 through July 31, 2022. The Court, having considered the Motion and the record in

this proceeding, noting that no objections to the Motion have been filed, finding that notice of the Motion was sufficient, and good cause appearing, it is hereby

**ORDERED** that:

1. The Motion is **GRANTED**.
2. Ince, as Gibraltar counsel to the Assignee, is awarded fees in the amount of £7,800.00 (in equivalent USD), which represents 100% of the fees requested in the Motion.
3. Ince is authorized to pay the £7,800.00 (in equivalent USD) from the retainer it currently holds and return any unused portion of the retainer to the Assignee.
4. In making the foregoing award, the Court finds that the amounts awarded represent reasonable compensation for actual and necessary services rendered and expenses incurred by Ince for the benefit of the assignment estate.

**DONE AND ORDERED** in Chambers, at Miami-Dade County, Florida on this \_\_\_ day of \_\_\_\_\_, 2022.

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HONORABLE ALAN FINE  
Circuit Court Judge

Copies furnished to:

Counsel of record