

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

To: Assignors,

(Jointly Administered Cases)

MARK C. HEALY,

Assignee.

**MOTION FOR APPROVAL AND PAYMENT OF FEES OF ASSIGNEE, MARK C.
HEALY FOR THE PERIOD OF AUGUST 12, 2022 THROUGH JUNE 30, 2023**

**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 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 (“Assignee” or “Applicant”), 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 fees to the Assignee in the amount of \$2,360,790.62, which represents 10% of the \$23,607,906.25 in receipts during the period of August 12, 2022 through June 30, 2023 (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”).

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. From August 12, 2022 through June 30, 2023, the Assignee generated \$23,000,000 in receipts through the recovery of credit card reserves. In addition, the Assignee collected an

additional \$607,906.25, representing monies in bank accounts, interest income, refunds, accounts receivable collections, and other receipts.

4. As a result of the extensive efforts by the Assignee, the Assignee successfully negotiated the recovery of \$23,000,000 in reserves held by credit card companies for the benefit of the assignment estate of Crystal Cruises, LLC (the “Assignment Estate”). These negotiations included, *inter alia*, analyzing thousands of chargeback requests submitted by customers of the Assignor to credit card companies.

5. Relatedly, during the Application Period, the Assignee has expended a significant amount of time related to claims analysis, reconciliation, and objections. Over 12,400 claims have been filed in these cases. The Assignee, along with his counsel, have developed an efficient procedure for the review and reconciliation of claims, including reviewing the Assignor’s records and separately accounting for credit card chargebacks and travel insurance payouts, and the filing of omnibus claim objections and interfacing with thousands of claimants. During the Application Period, 26 omnibus objections to consumer claims were filed, representing 2,600 claim objections.

6. During the Application Period, the Assignee has also performed many other necessary services for the benefit of the Assignment Estates including, without limitation, the following:

- (a) received and responded to thousands of emails and phone calls related to consumer, employee, and vendor claims questions;
- (b) attended meetings and conferences with representatives of credit card companies related to various issues;
- (c) collecting, reviewing, reconciling, and administering in excess of 12,400 filed proofs of claims of creditors;

(d) conducting discussions with Assignee's counsel regarding a wide array of case related matters;

(e) reviewing invoices, making disbursements, reconciling the bank accounts and preparing the interim report of receipts and disbursements;

(f) analyzing claims against various third parties including former officers and directors, former landlords in Florida and California, and others, and communicating with counsel in connection with such claims, and attending mediations on such claims;

(g) communicating with counsel regarding the litigation with The Independent Order of Foresters and attending mediation on such claim;

(h) communicating with other fiduciaries concerning estate matters including the Dutch bankruptcy trustee of the Crystal Cruises river ships and the joint provisional liquidators of Genting Hong Kong Limited;

(i) communicating with creditors and the Assignee's team to discuss the status of these Assignment Cases and various related matters; and

(j) assisted in preparing motions for approval of payment of the fees of the Assignee and his professionals.

7. The foregoing list represents only a selection of the activities performed by the Assignee in these cases for the benefit of the Assignment Estates.

8. As of June 30, 2023, the cash balance in the Assignment Estate is \$35,268,740.39 (the "Estate Funds").

9. The Applicant requests an award of fees in the amount of \$2,360,790.62, which represents 10% of the \$23,607,906.25 in receipts for the period of August 12, 2022 through June 30, 2023. Attached hereto as **Exhibit "A"** is the Assignee's *Second Interim Report for the Period*

August 12, 2022 to June 30, 2023, which provides a breakdown of the estate's total receipts of \$23,607,906.25 from August 12, 2022 through June 30, 2023.

10. Florida Statute § 727.109(10) provides the Court authority to “[a]pprove reasonable fees and the reimbursement of expenses for the assignee and all professional persons retained by the assignee. . .”

11. The usual, customary, and appropriate rate of compensation for an assignee in an Assignment for the Benefit of Creditors proceeding is 10% of the estate's receipts. This Court previously approved compensation for the Assignee calculated as 10% of the estate's receipts. *See Order Granting Motion for Approval and Payment of Fees of Assignee, Mark C. Healy for the Period February 10, 2022 through August 11, 2022* [D.E. 191]. Accordingly, the requested fee is customary, reasonable, and appropriate based upon the circumstances of these Assignment Cases and the results obtained by the Assignee.

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 Applicant's request for compensation for services rendered in the amount of \$2,360,790.62, representing 10% of the total receipts for the period of August 12, 2022 through June 30, 2023; (iii) authorizing the payment to the Assignee of **\$2,360,790.62** representing the fees requested herein; and (iv) granting such other and further relief as the Court deems just and proper.

Dated: July 31, 2023

BERGER SINGERMAN LLP
Co-Counsel for Assignee
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By: /s/ Samuel J. Capuano
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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 July 31, 2023 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; via email to 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

Crystal Cruises LLC
Case No.:2022-002742-CA-01
Second Interim Report for the Period Ending
August 12, 2022 to June 30, 2023

Receipts

Interest Income	\$ 24,237.65
Accounts Receivable	\$ 445.94
Recovery Bank Accounts	\$ 403,317.90
Refunds	\$ 118,893.33
Recovery of CC Reserves	\$ 23,000,000.00
Settlement	\$ 205.49
Sale of Assets	\$ 17,349.36
Refunded Retainers	\$ 43,456.58

Total Receipts **\$ 23,607,906.25**

Disbursements

Records & Data Management	\$ 58,733.38
Auto Expense	\$ 75.00
Computer/Technology Service	\$ 212,413.47
Contract Labor	\$ 243,679.09
FedEx & Delivery	\$ 509.88
Legal Fees	\$ 1,192,996.42
Legal Costs	\$ 28,286.41
Assignee Fees	\$ 1,688,168.33
Debris Removal	\$ 1,293.44
Office Expense	\$ 445.00
Postage, Photocopies, Fax	\$ 3,878.85
Surety Bond	\$ 30,890.00
Travel Expense	\$ 10,328.89
Settlement with PBGC	\$ 150,000.00

Total Disbursements **\$ 3,621,698.16**

Net Recovery for Period	\$ 19,986,208.09
Beginning Balance	\$ 15,282,532.30 *
Cash Balance Ending 6/30/23	\$ 35,268,740.39

* The previous period ending balance was incorrect due to transactions input after the initial report was pulled. The difference was \$31,125.73.

EXHIBIT B
(Proposed form of Order)

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In re:

COMPLEX BUSINESS LITIGATION
DIVISION

CRYSTAL CRUISES LLC, a California
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Assignors,
To:

(Jointly Administered Cases)

MARK C. HEALY,

Assignee.

**ORDER GRANTING MOTION FOR APPROVAL AND
PAYMENT OF FEES OF ASSIGNEE, MARK C. HEALY FOR
THE PERIOD OF AUGUST 12, 2022 THROUGH JUNE 30, 2023**

THIS CAUSE came before the Court upon the *Motion for Approval and Payment of Fees of Assignee, Mark C. Healy for the Period August 12, 2022 Through June 30, 2023* (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 the Assignee seeks approval and payment of fees in the amount of \$2,360,790.62, which represents 10% of the \$23,607,906.25 in receipts during the period of August 12, 2022 through June 30, 2023 (the “Application Period”). The Court, having considered the Motion and the record in this proceeding, noting that no

objection to the Motion was filed by any party, finding that notice of the Motion was sufficient, and good cause appearing, it is hereby

ORDERED that:

1. The Motion is **GRANTED**.
2. The Assignee is awarded fees in the amount of \$2,360,790.62, which represents 10% of the \$23,607,906.25 in receipts during the Application Period.
3. The Assignee is authorized to pay to the Assignee the sum of \$2,360,790.62 representing the fees awarded to the Assignee herein.
4. In making the foregoing award, the Court finds that the amounts awarded represent reasonable compensation for actual and necessary services rendered by the Assignee for the benefit of the assignment estates.

DONE AND ORDERED in Chambers, at Miami-Dade County, Florida on this ___ day of _____, 2022.

HONORABLE LISA S. WALSH
Circuit Court Judge

Copies furnished to:

Counsel of record