

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA

NO. 3:07 cr 00134 (JBA)

VS.

IONIA MANAGEMENT S.A., and
EDGARDO MERCURIO

MARCH 15, 2012

**RENEWED MOTION FOR AWARD AND
ATTORNEY'S FEES AS TO ALEXANDER GUEVARRA**

The undersigned renews his Motion for Disbursal of Funds and Approval of Attorney's Fees (Docket Entry #354) as per the Court's Order of March 6, 2012 (Docket Entry #364).

As per the attached memorandum the undersigned seeks attorney's fees of \$38,560.00 based upon the rate previously set by this Court of \$800.00 per hour.

ALEXANDER GUEVARRA

/s/ Jonathan J. Einhorn

JONATHAN J. EINHORN, ESQ.
412 ORANGE STREET
NEW HAVEN, CT 06511
TEL NO. (203) 777-3777
FED BAR NO. ct 00163

CERTIFICATION

I hereby certify that on this 15th day of March, 2012 a copy of the foregoing Waiver of Speedy Trial was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Courts CM/ECF System.

/s/ Jonathan J. Einhorn

JONATHAN J. EINHORN

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VS.

IONIA MANAGEMENT S.A., and
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MARCH 15, 2012

**SUPPLEMENTAL MEMORANDUM IN SUPPORT OF
RENEWED MOTION FOR AWARD AND
ATTORNEY'S FEES AS TO ALEXANDER GUEVARRA**

BACKGROUND

By Docket Entry # 354 the undersigned had moved for disbursal of funds and approval of attorney's fees for the witness Alexander Guevarra. That motion referenced the Court Order for discretionary payments of April 8, 2011 (Docket Entry #346), awarding the witness Alexander Guevarra \$550,000.00.

At that time, the undersigned as his counsel sought a fee of 15% of the award based upon the contingency fee agreement attached hereto as Exhibit A. At a telephone status conference held on March 5, 2012, the Court indicated that attorney's fees would be granted on an hourly basis as opposed to being based upon a contingency fee agreement. The Court allowed counsel for Ricky Lalu a fee of \$37,600.00 plus costs based upon an attorney's fee of \$400.00 per hour which the Court doubled to \$800.00 per hour. Counsel for Mr. Guevarra and Dario Calubag were allowed the opportunity to resubmit their fee applications based upon similar hourly rates, and not upon the existing contingency fee agreements.

The Court further directed counsel to disburse to their clients the net amount of the award less an escrow representing 15% of the total award to be held in escrow until an attorney's fee would be approved (this only applied to Guevarra and Calubag as counsel for the witness Lalu had previously submitted a time sheet).

The undersigned has obtained Mr. Guevarra's banking information in the Philippines and has wire transferred to him the sum of \$467,500.00, holding \$82,500.00 in escrow pending the Court's approval for a fee award.

ARGUMENT

The undersigned seeks an attorney's fee of \$38,560.00 based upon the time sheet and bill attached hereto as Exhibit B. That time sheet runs from March 4, 2011 until this date for the reason that the contingency fee agreement was retroactive by its terms to March 2009.

Although the undersigned is holding \$82,500 in escrow, should the Court approve this fee as requested the balance will also be wire transferred to Mr. Guevarra.

During the telephonic status conference of March 6, 2012 this Court had set attorney's fee of \$800.00 per hour, which the undersigned agrees is acceptable in lieu of his client's contingency fee of 15%.

CONCLUSION

Wherefore the undersigned requests the court to approve his fee of \$38,560.00 and upon such an order the balance in escrow will be wire transferred to Mr. Guevarra promptly.

ALEXANDER GUEVARRA

/s/ Jonathan J. Einhorn

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/s/ Jonathan J. Einhorn

JONATHAN J. EINHORN

EXHIBIT "A"

**TIME SHEET AND BILL
REPRESENTATION OF ALEXANDER GUEVERRA
DOCKET NO. 3:07cr134 (JDH)**

<u>Date</u>	<u>Description</u>	<u>Hours</u>
3/4/11	Review Government Motion for Rewards	0.4
	Research rewards issue	2.7
3/5/11	Review docket, identify witness's involvement, Evidence, etc	2.1
3/15/11	Review sentencing transcript	1.3
3/18/11	Review witness Lalu's motion & attachments	0.6
	Research issues raised	1.5
4/8/11	Review Court order (docket #346)	0.3
4/21/11	Note motion to seal	0.1
	Review sealing procedure, protocol	1.1
	Review Lalu request for fees	0.2
5/12/11	Review Government memo, research issues	2.1
5/19/11	Review response to Government memo re: Lalu	0.6
6/17/11	Research @ New Haven Public Library re: seamen And seaman organizations @New Haven Harbor	3.7
6/20/11	Research Local seamen's organization, telephone with Local attorneys and others for client's addresses	3.9
6/22/11	Note Court order re: sealing file	0.1
7/12/11	Travel to and conference @Philippine Embassy, NYC Search for client	6.2
8/1/11	Telephone conference with client	0.8
	Emails with client (5)	0.7
8/2/11	Emails (2) with client	0.3
8/3/11	Emails (11) with client	1.1
8/4/11	Draft and file Motion for Disbursal of Funds and Fees, research, proofread	1.8
8/10/11	Emails (3) with client, verify banking information With banks	1.6
8/30/11	Emails (2) with client	0.3
9/21/11	Note appearance of Michael Dolan for Caluba, Review motion and memo of Caluba Telephone conference with Attorney Dolan	0.2 0.3
9/22/11	Email from client	0.1
10/4/11	Email from client	0.1
10/5/11	Email from client	0.1
10/10/11	Email from client	0.1
11/4/11	Emails from client (2)	0.2
Subtotal hours Page 1		34.6

11/10/11	Emails (4) from client	0.3
11/16/11	Emails (3) from client	0.3
	Draft and file motion for status conference	0.3
	Research federal rules	0.8
	Telephone conference with Attorney Dolan	0.3
11/17/11	Note Lalu motion for hearing	0.1
	Telephone conference with Lalu's attorney	0.2
11/30/11	Emails (2) from client	0.2
12/6/11	Emails(2) with client, research potential loans on	
	Judgments with orders at request of client	1.7
12/13/11	Emails (2) with client	0.2
1/26/12	Email with client	0.1
2/1/12	Email with client	0.1
2/9/12	Emails (2) with client	0.2
2/10/12	Email from client, review attached letter	0.3
2/13/12	Emails (2) with client	0.2
2/17/12	Emails (3) with client	0.3
2/24/12	Email with client	0.1
	Research similar rewards	1.4
2/27/12	Emails (2) with Asst. U.S. Attorney Kaplan	
	Email client, review client's email to	
	Assistant U.S. Attorney's Office	0.5
2/28/12	Email to client	0.1
2/29/12	Email from client	0.1
3/2/12	Note schedule for status conference, review file	0.6
	Telephone conf. with Attorney Dolan	0.3
	Telephone conf. with Attorney Trebiszczci	0.4
	Emails (2) with client	0.1
3/5/12	Prepare for status conference	0.8
3/6/12	Telephone conference with Court and counsel	0.5
	Note Court order	0.1
	Telephone conf. with Attorney Dolan	0.4
	Telephone conf. with Attorney Trebiszccci	0.3
3/7/12	Email to client	0.1
	Email discussion re: banking information	0.4
3/14/12	Draft supp. Memo	0.7
	Arrange for wire transfer of funds to client	
	From Chase Bank	<u>1.1</u>
Subtotal Hours Page 2		13.6
Total Hours		<u>48.2</u>
48.2 hours x \$800.00/hr		<u>\$38,560.00</u>

EXHIBIT "B"

August 3, 2011

I hereby retain Jonathan J. Einhorn, Attorney at Law, to represent me pertaining to a claim for discretionary payments pursuant to 33 USC 1908(a) as I claim to be a person who gave information regarding the conviction of Ionia Management, S.A. in United States of America vs. Ionia Management, S.A. Civil No. 3:07cr134(JBA).

By acceptance of this retainer agreement, I agree to pay the law firm of Jonathan J. Einhorn, a contingent fee of any such award made by the Court in my benefit as described above not to exceed 15% of such award which fee will be subject to the approval of the Court in the above referenced case and not to exceed in any event the amounts allowed under Section 52-251c of the Connecticut General Statutes.

I further agree that your representation of me shall be retroactive to the time that you made application for an award for me, beginning on March 26, 2009.

I understand that you will immediately seek to obtain the funds to which I am entitled in the above case and will remit to me the balance after deduction of your fee, plus any costs involved in transferring such fee to my account.

I further agree with you that:

(1.) This letter of agreement shall bind my heirs, legal representatives and estate;

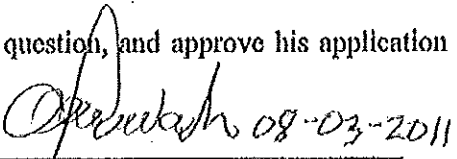
(2.) I have read and fully understand this letter of agreement, and I hereby agree in all respects with terms and understandings herein stated.

The law firm of Jonathan J. Einhorn accepts employment on the condition that, if it appears to be a recoverable claim, they will proceed to handle the same; provided, however, that if at any time the attorney determines that the prosecution of said claim or suit shall not, in his/her opinion, be feasible, the law firm is then entitled to withdraw from representation of client.

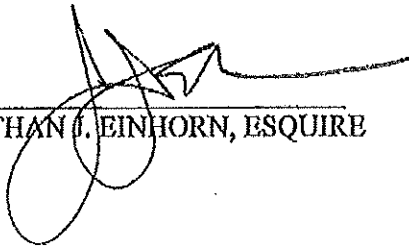
I hereby authorize the law firm of Jonathan J. Einhorn at his sole option, to withhold and pay any sum received by way of settlement or otherwise in the prosecution of the claim, the attorney's fee herein provided. It is not anticipated that there will be any costs incurred by you, except pertaining to the disbursement of the funds which the attorney will absorb and pay.

Finally, I acknowledge that I am satisfied with the legal services offered, and to be offered, by Attorney Einhorn in this regard, and request that the Court approve the

Application for Disbursement of the funds in question, and approve his application for attorney's fees as stated herein.


ALEXANDER GUEVARRA

The law firm of Jonathan J. Einhorn hereby consents and agrees to the terms and conditions as above stated.


JONATHAN J. EINHORN, ESQUIRE