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12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**  
14 **SAN FRANCISCO DIVISION**

15 SECURITIES AND EXCHANGE  
COMMISSION,

16 Plaintiff,

17 v.

18 JOHN V. BIVONA; SADDLE RIVER  
19 ADVISORS, LLC; SRA  
MANAGEMENT ASSOCIATES,  
20 LLC; FRANK GREGORY  
MAZZOLA,

21 Defendants, and

22 SRA I LLC; SRA II LLC; SRA III  
23 LLC; FELIX INVESTMENTS, LLC;  
MICHELE J. MAZZOLA; ANNE  
24 BIVONA; CLEAR SAILING GROUP  
25 IV LLC; CLEAR SAILING GROUP V  
LLC,

26 Relief Defendants.  
27

Case No. 3:16-cv-01386-EMC

**DECLARATION OF KATHY BAZOIAN  
PHELPS IN SUPPORT OF MOTION FOR:**

**(1) FINAL APPROVAL OF RECEIVER'S  
PLAN OF DISTRIBUTION; AND**

**(2) FOR ORDER APPROVING FORM  
AND MANNER OF NOTICE;**

**AND**

**NOTICE OF OPPORTUNITY TO  
SERVE ON INVESTMENT ADVISORY  
COMMITTEE**

Date: April 7, 2020  
Time: 10:30 a.m.  
Place: Courtroom: 5  
450 Golden Gate Ave.  
San Francisco, CA  
Judge: Edward M. Chen

1 I, Kathy Bazoian Phelps, declare:

2 1. Pursuant to this Court’s Revised Order Appointing Receiver, entered on February 28,  
3 2019, I was appointed as the successor receiver (“Receiver”) in this case. I am also an attorney  
4 duly licensed to practice in the State of California and am senior counsel at the firm of Diamond  
5 McCarthy LLP (“Diamond McCarthy”). I have personal knowledge of the matters set forth below  
6 and if called as a witness, I would and could testify competently to the matters stated herein.

7 2. This declaration is made in support of the Motion by Receiver Kathy Bazoian Phelps  
8 for Order Granting Final Approval of Receiver’s Plan of Distribution and Notice of Opportunity to  
9 Serve on Investment Advisory Committee.

10 3. On February 19, 2020, the Court entered its Order (1) Setting Briefing and Hearing  
11 Schedule on Receiver’s Motion for Final Approval of Distribution Plan and Related Claims  
12 Objections; and (1) Approving Procedures for Selection of Investment Advisory Committee. (Doc.  
13 No. 566.)

14 4. As directed, I have met and conferred with counsel for the SEC, Progresso Ventures,  
15 and the SRA Investor Group. Through this process, the parties have significantly narrowed the  
16 remaining points of disagreement regarding a distribution plan, and have identified particular issues  
17 that might be the subject of an objection or further briefing.

18 a. The SEC does not believe that investors who invested in Failed Investments  
19 should be excluded from the Plan. The Plan excludes Failed Investments pursuant to the Court’s  
20 prior orders. The SEC has advised that it will identify portions of the proposed Plan that it  
21 believes are inequitable to investors with Failed Investments. Additionally, the SEC has advised  
22 that it will identify portions of the Plan that it believes will be difficult to administer efficiently  
23 and fairly;

24 b. The SRA Funds Investor Group contends that investors and creditors should  
25 know whether the Anne Bivona funds will be part of the distribution plan or not prior to the  
26 objection deadline so that they can consider this fact in deciding whether and what position to take  
27 with respect to the proposed distribution plan. I am advised that the SEC does not wish to make a  
28 determination at this time with respect to the Anne Bivona funds;

1 c. Upon the agreement of the parties, I have built into the Plan the possibility  
 2 for an “Equitable Adjustment” at a later date to take into account potential inequities that may  
 3 result from the allocations of the administrative claims from the Plan Fund and the taxes from the  
 4 Tax Holding Account, respectively. The Equitable Adjustment provision was added to the Plan to  
 5 address the issues raised by the parties as follows:

6 (1) Progresso Ventures has expressed concern that the 30% Plan Fund which  
 7 is also to be used to fund administrative claims may be insufficient and that  
 8 provision should be made to sell additional securities should there be unanticipated  
 9 administrative or unsecured claims.

10 (2) The SRA Investor Group has expressed concern that the allocation of tax  
 11 burden as set forth in the Plan shifts the entire tax burden onto the investors and that  
 12 the creditors should share in the tax burden as well

13 5. Other than the foregoing main issues, the parties have agreed upon the terms of the  
 14 Plan which is attached hereto as Exhibit “A.” This Motion seeks final approval of this version of  
 15 the Plan.

16 6. The assets of the estate consist of cash and securities as follows:

17 Unencumbered cash: Approx. \$120,000<sup>1</sup>

18 Securities: The estate holds an interest in securities, some of which are publicly held  
 19 shares and others of which are pre-IPO and are held in the form of book entries or are  
 20 owing in connection with forward contracts, as follows:

<b>Company</b>	<b>Securities Owned by Estate</b>	<b>Current Status</b>
Addepar, Inc.	995,509	Pre-IPO
Airbnb	11,125	Pre-IPO
Bloom Energy Inc.	147,429	Public
Cloudera, Inc.	37,639	Public

27 <sup>1</sup> Additional funds may be received in connection with accounts currently frozen at TD Bank that  
 28 are subject of a settlement with the bankruptcy trustee for the John Bivona bankruptcy estate.

1	Dropbox, Inc.	46,000	Public
	Evernote Corp.	96,108	Pre-IPO
2	Lookout, Inc.	174,800	Pre-IPO
3	Lyft, Inc.	9,479	Public
	MongoDB Inc.	20,000 <sup>2</sup>	Public
4	Palantir Technologies Inc.	5,740,249	Pre-IPO
	Pinterest, Inc.	23,206	Public
5	Snap, Inc.	31,172	Public
	Uber Inc.	500	Public
6	ZocDoc, Inc.	21,599 <sup>3</sup>	Pre-IPO

7

8           7. The Plan categorizes the claims which are deemed Allowed Claims under the Plan into  
 9 the following classes of claimants:

- 10           Class 1: Administrative Claims
- 11           Class 2: Priority Claims
- 12           Class 3: Unsecured Creditor Claims
- 13           Class 4: Investor Claims
- 14           Class 5: Subordinated Claims

15           8. Class 3 consists of the Unsecured Creditor Claims. The Plan contemplates that the  
 16 Unsecured Claims will be paid from the Plan Fund, which shall be funded by cash generated from  
 17 the sale of securities as set forth in detail in the Motion. A true and correct copy of a listing of the  
 18 presently allowed claims is attached to the Plan (Exhibit “A” hereto) as Exhibit “1.”

19           9. Class 4 consists of the Investor Claims, which have been divided by the company in  
 20 which the claimants invested. The Class 4 claims are identified by Investor I.D. number and by  
 21 intended investment in Exhibits “2” through “15”, true and copies of which are attached to the Plan  
 22 (Exhibit “A” hereto):

23	Class 4A:	Addepar	Exhibit “2”
	Class 4B:	Airbnb	Exhibit “3”
24	Class 4C:	Bloom Energy	Exhibit “4”
	Class 4D:	Cloudera	Exhibit “5”
25	Class 4E:	Dropbox	Exhibit “6”

26

27 <sup>2</sup> The estate is owed another 6,250 shares from Ben Sabrin which have not yet been delivered.

28 <sup>3</sup> Of these shares, 20,000 have not yet been confirmed by the Receiver.

1	Class 4F:	Evernote	Exhibit “7”
2	Class 4G:	Lookout	Exhibit “8”
3	Class 4H:	Lyft	Exhibit “9”
4	Class 4I:	MongoDB	Exhibit “10”
5	Class 4J:	Palantir	Exhibit “11”
6	Class 4K:	Pinterest	Exhibit “12”
7	Class 4M:	Snap, Inc.	Exhibit “13”
8	Class 4N:	Uber	Exhibit “14”
9	Class 4O:	ZocDoc	Exhibit “15”.

10. The following chart reflects that shares that I have confirmed as owned by the estate, the gross amount invested in those shares, and 30% of the gross invested amount for purposes of calculating the Plan Fund as set forth herein.

<b>Company</b>	<b>Securities Owned by Estate</b>	<b>Shares Claimed by Investors</b>	<b>Gross Investment Amount</b>	<b>30% of Gross Investment Amount</b>
Addepar, Inc.	995,509	995,509	\$1,150,684	\$ 345,205
Airbnb	11,125	11,125	\$842,654	\$ 252,796
Bloom Energy Inc.	147,429	139,583	\$3,724,498	\$1,117,349
Cloudera, Inc.	37,639	37,639	\$637,245	\$ 191,174
Dropbox, Inc.	46,000	46,001	\$1,783,457	\$ 535,037
Evernote Corp.	96,108	88,287	\$1,179,964	\$ 353,989
Lookout, Inc.	174,800	171,797	\$1,976,853	\$ 593,056
Lyft, Inc.	9,479	9,479	\$250,756	\$ 75,227
MongoDB Inc.	20,000 <sup>4</sup>	22,171	\$1,002,322	\$ 300,687
Palantir Technologies Inc.	5,740,249	5,895,853	\$32,551,706	\$9,765,512
Pinterest, Inc.	23,206	23,206	\$550,470	\$ 165,141
Snap, Inc.	31,172	31,173	\$549,821	\$ 164,946
Uber Inc.	500	500	\$19,388	\$ 5,816
ZocDoc, Inc.	21,599 <sup>5</sup>	21,598	\$187,218	\$ 56,165

11. This Plan contemplates that some of the securities listed in Paragraph 10 will be liquidated to fund payment of the Class 1, 2, and 3 claims as set forth in the Plan.

12. Pursuant to the Court’s February 19, 2020 Order (Doc. No. 566), I intend that this Motion, and the procedures described in Section V - Appointment of Investor Advisory Committee, shall serve as notice to interested parties of the opportunity to apply to serve on the

<sup>4</sup> The estate is owed another 6,250 shares from Ben Sabrin.

<sup>5</sup> I have been unable to confirm ownership of 20,000 of these shares.

1 Investor Advisory Committee, and of the applicable procedures.

2 13. I believe that the proposed distribution plan is logical, fair, and reasonable. I believe  
3 that the Plan also provides for the best possible equitable distribution as between the investors and  
4 creditors given the requirements of this case that have determined that creditors shall receive cash  
5 disbursements and investors shall receive a distribution of shares. Because it is difficult to project  
6 the exact economic impact of the Plan and the ultimate distribution to the creditor and investors,  
7 the Plan also allows for an Equitable Adjustment after the figures become better known regarding  
8 the administrative and tax claims so that the burden of those priority classes of claims can be borne  
9 most equitable as between the creditors and investors

10  
11 I declare under penalty of perjury under the laws of the United States of America that the  
12 foregoing is true and correct. Executed on this 27th day of February 2020 at Los Angeles,  
13 California.

14 */s/ Kathy Bazoian Phelps*

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16 Kathy Bazoian Phelps

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# Exhibit A

TO DECLARATION OF KATHY BAZOIAN PHELPS  
FOR APPROVAL OF RECEIVER'S DISTRIBUTION PLAN

1 KATHY BAZOIAN PHELPS (State Bar No. 155564)  
2 *kphelps@diamondmccarthy.com*  
3 DIAMOND MCCARTHY LLP  
4 1999 Avenue of the Stars, Suite 1100  
5 Los Angeles, California 90067-4402  
6 Telephone: (310) 651-2997

7 *Successor Receiver*

8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN FRANCISCO DIVISION**

11 SECURITIES AND EXCHANGE COMMISSION,

Case No. 3:16-cv-01386-EMC

12 Plaintiff,

13 v.

**RECEIVER’S PLAN OF DISTRIBUTION**

14 JOHN V. BIVONA; SADDLE RIVER  
15 ADVISORS, LLC; SRA MANAGEMENT  
16 ASSOCIATES, LLC; FRANK GREGORY  
17 MAZZOLA,

18 Defendants, and

19 SRA I LLC; SRA II LLC; SRA III LLC;  
20 FELIX INVESTMENTS, LLC; MICHELE  
21 J. MAZZOLA; ANNE BIVONA; CLEAR  
22 SAILING GROUP IV LLC; CLEAR  
23 SAILING GROUP V LLC,

24 Relief Defendants.

25 Kathy Bazoian Phelps, the successor Receiver herein (the “Receiver”), presents her Plan of  
26 Distribution as follows:  
27  
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1 **I. Procedural History**

2 1. The Securities and Exchange Commission (“Commission” or “SEC”) filed a  
3 complaint commencing this action on March 22, 2016, and Sherwood Partners was appointed as the  
4 Independent Monitor on March 25, 2016 (ECF 36).

5 2. Pursuant to the Stipulated Order for Appointment of Receiver so ordered on October  
6 11, 2016 (ECF 142), the Court appointed Sherwood Partners, Inc. (the “Former Receiver”) as the  
7 Receiver to take possession and control of the assets of the following entities: SRA Management  
8 Associates, LLC (“SRA Management”), SRA I LLC (“SRA I”), SRA II LLC (“SRA II”), SRA III  
9 LLC (“SRA III”) (together, “SRA Funds”), Clear Sailing Group IV LLC and Clear Sailing Group V  
10 LLC (together, “Clear Sailing”), and third-party affiliated entities NYPA Fund I LLC (“NYPA I”),  
11 NYPA II Fund LLC (“NYPA II”) (together, “NYPA Funds”) and NYPA Management Associates  
12 LLC (collectively, “NYPA Entities”) and Felix Multi-Opportunity Funds I and II, LLC (“FMOF I  
13 and II”) (together, “FMOF Funds”) and FMOF Management Associates, LLC (collectively, “FMOF  
14 Entities”). Pursuant to the Court’s Civil Minutes entered on June 27, 2019 (ECF 503), the Solis  
15 Associates Fund LLC (“Solis”) was substantively consolidated into the receivership estate. SRA  
16 Management, SRA I, SRA II, SRA III, Clear Sailing, NYPA Entities, FMOF Entities and Solis are  
17 collectively referred to as the “Receivership Entities”).

18 3. By Order entered on February 28, 2019, the Court appointed Kathy Bazoian Phelps as  
19 the successor Receiver (the “Receiver”).

20 **II. Plan Definitions**

21 “Administrative Claims” means accrued and unpaid Receiver’s and retained professionals’  
22 fees and expenses, costs of administration of the Receivership Estate, including storage, insurance, or  
23 any other expenses attributable to the administration of the receivership, except for Priority Claims.

24 “Administrative Cash Reserve” means the amount of funds from the Plan Fund and the Tax  
25 Holding Account that the Receiver shall retain as undistributed funds for purposes of paying  
26 expenses to wind down the Receivership Estate, for other unanticipated costs of the Receivership,  
27 and for purposes of paying potential tax liability. The allocation of the amount of the Administrative  
28 Cash Reserve as between funds held in the Plan Fund and the Tax Holding Account to be spent on

1 Class 1 and 2 Claims shall be determined by the Receiver pursuant to further order of the Court  
2 following distribution to Class 3 and 4 Claims as set forth herein.

3 “Administrative Stock Reserve” means the number of shares to be retained by the Receiver as  
4 undistributed shares to the Investor Claimants for purposes of paying potential tax liability, expenses  
5 to wind down the Receivership Estate, and for other unanticipated costs of the Receivership.

6 “Allowed Claim” means a claim by an investor or creditor that the Receiver in consultation  
7 with the SEC Staff and Claims Agent has determined is represented by a valid invoice, receivable,  
8 right to payment, interest or debt against the Receivership Entities supported by the submissions of  
9 the investor or creditor claimant, the books and records of the Receivership Entities, or other sources  
10 of information reasonably available to the Receiver. Allowed Claims will be classified under this  
11 Plan as Administrative Claims, Priority Claims, Investor Claims, Unsecured Creditor Claims or  
12 Subordinated Claims. “Allowed Claim” also includes any late-filed Investor Claim that was timely  
13 submitted during the Re-opened Claims Period or that has otherwise been accepted by the Court as a  
14 timely-filed claim.

15 “Avoidance Action” means any cause of action, or defense against an action, to avoid or  
16 recover a transfer of property of the Receivership Estate or interest of the Receivership Entities in  
17 property, including actions, or defenses arising under applicable federal, state or common law.

18 “Bivona Bankruptcy Case” means the Chapter 7 bankruptcy proceeding of John Vincent  
19 Bivona, Case No. 16-12961-SCC, in the United States Bankruptcy Court for the Southern District of  
20 New York.

21 “Cause of Action” means a claim, right, action, chose in action, suit, cause of action, or  
22 judgment, belonging to the Receivership Estate and any and all claims to recover liabilities,  
23 obligations, and debts owing to the Receivership Estate, whether arising prior to or after October 11,  
24 2016.

25 “Claims Agent” means Stretto fka Corporate Restructuring (“JND”) of Denver Colorado.

26 “Claim Objection” means an objection served by the Receiver on any person or entity for  
27 which the Receiver disputes the claim filed. The Receiver may also object to any request for payment  
28 or transfer of assets even if a formal proof of claim was not filed. The Receiver shall set a Claim

1 Objection for hearing, providing notice and opportunity for hearing to the claimant pursuant to the  
2 Court's Local Rules.

3 "Disallowed Claims" include claims, whether or not formally and timely filed, belonging to  
4 or asserted by or on behalf of or for (i) John V. Bivona; (ii) Frank Mazzola; (iii) Anne Bivona; (iv)  
5 Michele Mazzola; (v) David Jurist; (vi) Alice Jurist; (vii) former agents or employees of Saddle  
6 River, Felix Investments, LLC, FMOF Management Associates LLC, NYPA Management  
7 Associates LLC, SRA Management, Clear Sailing Group IV LLC, Clear Sailing Group V LLC, and  
8 the Fortuna Fund Management LLC; (viii) other insiders (including but not limited to Emilio  
9 DiSanluciano) ; (ix) management fees; (x) inter-company claims; (xi) any claim for the guarantee of a  
10 debt or financial obligation, including for the benefit of insiders (including but not limited to John V.  
11 Bivona, Frank Mazzola, Anne Bivona, Michele Mazzola, David Jurist, and Alice Jurist, by FMOF  
12 Management, or NYPA Management or any other of the Receivership Entities); (xii) any claim for  
13 the guarantee of a debt or financial obligation in connection with a Failed Investment; (xiii) any claim  
14 that has been disallowed by an order of the Court after notice and a hearing; and (xiv) any claim that  
15 was filed with the Receiver after May 14, 2019 that has not been expressly allowed by an order of the  
16 Court after notice and a hearing. The definition of "Disallowed Claim" excludes a claim or claims  
17 filed on behalf of Fortuna Funds by Stephen Soler, unless such claim or claims are disallowed on  
18 another basis.

19 "Disgorgement Funds" or "Fair Fund" means monies collected by the Commission that are  
20 ordered paid to the Commission or the Receivership pursuant to a final judgment entered in this case.

21 "Distribution" means the disbursement of securities or money from the Distribution Account  
22 or a Receivership Entity account to Eligible Claimants pursuant to the Distribution Plan.

23 "Distribution Account" means a checking account or accounts established by the Receiver to  
24 receive the monies from the Corporate Defendants, Relief Defendant Entities and affiliated third  
25 party entities that are scheduled to be disbursed in accordance with the Distribution Plan.

26 "Distribution Account" shall also mean a checking account established by the Receiver to accept  
27 Disgorgement Funds or Fair Fund monies from the Commission, subject to any limitations on  
28

1 disbursement required by the Commission. Multiple such accounts may be necessary to ensure that  
2 the entire amount deposited is insured by the Federal Deposit Insurance Corporation.

3 “Distribution Plan” or “Plan” means this Revised Plan of Distribution for the resolution and  
4 distribution of funds on claims to investors and creditors harmed as a result of the violations alleged  
5 in the Commission’s complaint.

6 “Distribution Plan Notice” means the written notice to investors and creditors that the Plan is  
7 approved and they are eligible for a distribution pursuant to this Distribution Plan, unless they receive  
8 a Claim Objection. The Distribution Plan Notice will be subject to Court approval.

9 “Eligible Claimant” means any investor or creditor with an Allowed Claim.

10 “Equitable Adjustment” means a request by the Receiver to modify the proposed allocation of  
11 Class 1 claims to be paid from the Plan Fund and Class 2 Claims to be paid from the Tax Holding  
12 Account, which request can be made by the Receiver if she determines that the presently  
13 contemplated allocation will not result in an equitable result as between the Investors and Unsecured  
14 Creditors. Such a request for an Equitable Adjustment can be made by the Receiver upon a  
15 determination that a disproportionate amount of Class 1 or Class 2 Claims are to be borne by the  
16 Unsecured Creditors out of the Plan Fund or by the Investors in the Tax Holding Account, and such  
17 request shall be subject to approval by the Court.

18 “Failed Investment” means any of the companies in which the Receivership Entities offered  
19 investments in securities in companies which were pre-IPO, did not go public and have a liquidity  
20 event, and have failed. Those companies as of the date of this Plan are Alphcom dba Jawbone,  
21 Badgeville Inc., Candi Controls, Glam, Jumio Inc., Odesk, Practice Fusion, Virtual Instruments,  
22 eSolar and Silver Springs Network . Any intended investment which fails after approval of this Plan  
23 is intended to be included in the definition of Failed Investment.

24 “Final Schedule of Proposed Stock Distributions” means the schedule to be filed by the  
25 Receiver of proposed stock distributions to Investor Claimants in connection with a particular  
26 Successful Investment, which schedule shall include the following: (a) the claimants who will receive  
27 shares; (b) the number of shares to be given to each claimant; (c) the number of shares sold to  
28

1 contribute to the Plan Fund; (d) the number of shares sold to pay any estimated tax liability; and (e)  
2 the number of shares or cash to be held back as the Administrative Stock Reserve.

3 “Flurry Investor Claims” means the amounts owed to investors who had invested in Flurry  
4 and who have not yet received distributions in accordance with their Allowed Claims.

5 “Investor Claims” means claims by investors who purchased securities with or through the  
6 Receivership Entities and which are Allowed Claims. Investor Claims shall be calculated as the  
7 principal amount invested in or through the Receivership Entities for which there has been no  
8 distribution, less amounts previously returned to an investor. Investor Claims shall include  
9 investments made in Clear Sailing which began in mid-2011. Investor Claims by Fortuna Fund LLC I  
10 and Fortuna Fund LLC II (collectively, the “Fortuna Fund”) shall be limited to those set forth in the  
11 Fortuna Fund’s amended claim form dated October 29, 2019. Any Fortuna Fund investor seeking the  
12 shares identified in that amended claim form must seek a distribution from the Fortuna Fund, and not  
13 the Receivership Estate, for those shares. Investor Claims shall not include investments made through  
14 entities that are not Receivership Entities.

15 “Investor Claimants” are those individuals or entities who hold an Allowed Investor Claim.

16 “Investor Deficiency Claim” means any remaining unpaid Investor Claim following  
17 distribution of shares pursuant to the terms of this Plan that should be calculated as follows: The  
18 gross dollar amount invested by an Investor less 30% of the gross investment amount, less the  
19 Investor’s pro rata share of the total dollar value generated to fund the Tax Holding Account, less the  
20 value of any shares actually distributed to the Investor under the terms of this Plan calculated as the  
21 posted value of those shares as of the close of business on the dates that the shares are actually  
22 distributed to the Investor.

23 “Late Filed Claims” means any written claims submitted using the approved claim form(s) to  
24 the Former Receiver or Receiver after January 31, 2018 but on or before May 14, 2019. Late Filed  
25 Claims shall be deemed Allowed Claims unless objected to or disallowed on another basis.

26 “Other Recoveries” means any investor or creditor recovery for capital, profit, claims or  
27 damages, other than through the Distribution Plan, including but not limited to any funds received or  
28 reasonably expected to be received in the Bivona Bankruptcy Case, from other litigation or from third

1 party sources, included but not limited to payment on personal guarantees, except as otherwise  
2 provided for by agreement between the Receiver and an Eligible Claimant.

3 “Plan Fund” means the cash generated from the sale of securities in the Successful  
4 Investments in a sum approximately equal to 30% of the gross amount invested by the Investor  
5 Claimants in each of the Successful Investments. Additionally, the Plan Fund will include any surplus  
6 shares of Successful Investments that can be sold by the Receiver and funds generated from the sale  
7 of securities for the purpose of paying Class 1, 2, and 3 claims as set forth in this Plan. It is presently  
8 understood, if each current investment that is not a Failed Investment becomes a Successful  
9 Investment, that 30% of the gross investments is \$13,972,323, but that figure may decrease if any of  
10 the current pre-IPO securities do not ultimately become Successful Investments.

11 “Priority Claims” means any tax, wage, or other claims entitled to priority distribution under  
12 applicable state or federal law, including without limitation title 31 U.S.C. § 3713 and any similar  
13 state statute.

14 “Receivership Claims” means any legal claims the Receivership Entities have against third  
15 parties.

16 “Receivership Entities” means SRA Management Associates, LLC (“SRA Management”),  
17 SRA I LLC (“SRA I”), SRA II LLC (“SRA II”), SRA III LLC (“SRA III”) (together, “SRA Funds”),  
18 Clear Sailing Group IV LLC and Clear Sailing Group V LLC (together, “Clear Sailing”), and third-  
19 party affiliated entities NYPA Fund I LLC (“NYPA I”), NYPA II Fund LLC (“NYPA II”) (together,  
20 “NYPA Funds”) and NYPA Management Associates LLC (collectively, “NYPA Entities”) and Felix  
21 Multi-Opportunity Funds I and II, LLC (“FMOF I and II”) (together, “FMOF Funds”) and FMOF  
22 Management Associates, LLC (collectively, “FMOF Entities”) and Solis Associates Fund LLC  
23 (“Solis”).

24 “Receivership Estate” means the assets and property, in whatever form, of the Receivership  
25 Entities.

26 “Re-opened Claims Period” means the extended time for filing claims through May 14, 2019  
27 pursuant to the Receiver’s Notice of New Claims Bar Date.

1 “Subordinated Claims” means and includes an Allowed Claim for: (1) penalty or other  
 2 properly subordinated claims in connection with outstanding tax liabilities; (2) claims which have  
 3 been subordinated pursuant to Court order or agreement between the Receiver and an Eligible  
 4 Claimant; and (3) Investor Deficiency Claims. The claim of the SEC arising from its Final Judgment  
 5 is deemed satisfied upon the Court’s approval of a distribution plan and shall not receive any  
 6 distribution pursuant to this Plan. Subordinated Claims do not include Disallowed Claims.

7 “Surplus Shares” means the number of shares in a particular investment owned by the  
 8 Receivership Estate that exceeds the number of shares claimed by Investors in that particular  
 9 investment on account of the net amount of their investment.

10 “Square Investor Claims” means the amounts owed to investors who had invested in Square  
 11 and who have not yet received distributions in accordance with their Allowed Claims.

12 “Successful Investment” means any of the companies in which the Receivership Entities  
 13 offered investments in securities in companies which were or are pre-IPO that ultimately went and go  
 14 public and had or have a liquidity event.

15 “Tax Holding Account” means a bank account to be established by the Receiver and funded  
 16 with the proceeds of the sale of securities in amount sufficient to cover the full amount of state and  
 17 federal taxes that are estimated to be generated from the sale and distribution of securities for each of  
 18 the Successful Investments.

19 “Unsecured Creditor Claims” means the total amount owed or amount owed by agreement  
 20 on loans, business debt, money judgments to the Eligible Claimants identified on Exhibit “1” as may  
 21 ultimately be determined to be Allowed Claims.

22 **A. The Assets of the Estate**

23 The assets of the estate consist of cash and securities as follows:

24 A. Unencumbered cash: Approx. \$120,000\_

25 B. Securities: The estate holds an interest in securities, some of which are publicly held  
 26 shares and others of which are pre-IPO and are held in the form of book entries or are  
 27 owing in connection with forward contracts, as follows:  
 28

Company	Securities Owned by Estate	Current Status
Addepar, Inc.	995,509	Pre-IPO
Airbnb	11,125	Pre-IPO
Bloom Energy Inc.	147,429	Public
Cloudera, Inc.	37,639	Public
Dropbox, Inc.	46,000	Public
Evernote Corp.	96,108	Pre-IPO
Lookout, Inc.	174,800	Pre-IPO
Lyft, Inc.	9,479	Public
MongoDB Inc.	20,000 <sup>1</sup>	Public
Palantir Inc.	5,740,249	Pre-IPO
Pinterest, Inc.	23,206	Public
Snap, Inc.	31,172	Public
Uber Inc.	500	Public
ZocDoc, Inc.	21,599 <sup>2</sup>	Pre-IPO

### III. Claims of Receivership Estate

#### A. Claims Bar Date and Late Claims

1. Prior to the Receiver's appointment, the Former Receiver served a Notice of Bar Date, establishing January 31, 2018 as the claims bar date (the "Original Bar Date").

2. Approximately 17 claims were submitted after the Original Bar Date, but prior to the date when the Former Receiver submitted a Claims Report to the Court on June 14, 2018 [Docket No. 340] ("Former Receiver's Claims Report").

3. Approximately 8 additional claims were submitted after the filing of the Former Receiver's Claims Report but prior to the appointment of the Receiver.

4. At the hearing on February 28, 2019 at which the Receiver was appointed, the Receiver requested authority to serve a new notice of a claims bar date to provide creditors and investors who had not received notice an opportunity to file claims. The date of May 14, 2019 was fixed as the new bar date for these claims (the "Supplemental Bar Date"), and the Receiver served notice of that bar date pursuant to the Court's Minute Order dated February 28, 2019 [Docket No.

<sup>1</sup> The estate is owed another 6,250 shares from Ben Sabrin which have not yet been delivered.

<sup>2</sup> Of these shares, 20,000 have not yet been confirmed by the Receiver.



1 470].

2 5. On March 12, 2019, the Receiver served a second Notice of Bar Date on those parties  
3 who the Receiver believed may not have received notice of the Original Bar Date.

4 6. Following the Receiver's appointment on February 28, 2019, the Receiver received 23  
5 new claims that were submitted prior to the Supplemental Bar Date. The Receiver reviewed all  
6 claims filed after February 28, 2019, and concluded that no objection based on timeliness was  
7 appropriate under the circumstances. By separate motion, the Receiver advised the Court of the  
8 Receiver's conclusions and no intention to object to the late-filed claims on the basis of timeliness.  
9 However, the absence of an objection on the basis of untimeliness is not a waiver of any rights of the  
10 Receiver to file an objection on any other basis or to object on the grounds of timeliness to any claim  
11 submitted in writing after the May 14, 2019 Supplemental Bar Date, whether any such claim has been  
12 submitted in writing or was submitted on an informal basis before or after the Supplemental Bar  
13 Date.

14 7. Any claimant wishing to assert a claim against the Receivership estate after May 14,  
15 2019 will need to seek leave of Court to do so. Absent a Court order allowing such a claim, any claim  
16 submitted after May 14, 2019 shall be barred without need to obtain further order of the Court.

#### 17 **B. Objections to Claims**

18 The Receiver reviewed the information aggregated by the Former Receiver relating to claims,  
19 has obtained claims information from the Former Receiver's claims agent, and conferred with both  
20 the SEC and the Investor Group regarding claims issues. As a result, the Receiver filed a Motion to  
21 Disallow Certain Claims, seeking disallowance of the following categories of claims:

- 22 • Claims which have received prior distribution
- 23 • Claims made for funds paid to non-receivership entities
- 24 • Duplicate claims
- 25 • Claims for Failed Investments

26 That motion was granted pursuant to Minute Order entered on June 27, 2019 [Doc No 503]. The  
27 Receiver may, in her discretion, file subsequent objections to claims, and shall provide notice and an  
28 opportunity to object and be heard pursuant to the Court's Local Rules to any claimant whose claim

1 is affected.

2 **C. Classes of Claimants**

3 The Receiver has categorized the remaining claims which she believes to be valid into the  
4 following classes of claimants:

5 Class 1: Administrative Claims

6 Class 2: Priority Claims

7 Class 3: Unsecured Creditor Claims

8 Class 4: Investor Claims

9 Class 5: Subordinated Claims

10 These classes of claims and the proposed treatment of each class are discussed below.

11 **1. Class 1**

12 Class 1 consists of the Administrative Claims. It is contemplated these Administrative Claims  
13 will consist primarily of the Receiver's fees and costs and the fees and costs of professional retained  
14 by the Receiver.

15 **2. Class 2**

16 Class 2 consists of the Priority Claims. The priority claims will likely consist substantially, if  
17 not entirely, of tax claims. At the present time, two tax claims have been submitted by the New York  
18 Department of Tax and Finance in the amount of \$20,940.

19 Other anticipated tax claims that would constitute Priority Claims are tax liability at both the  
20 federal and state levels attributable to the sale and disbursement of securities. The amount of the tax  
21 liability that will be realized from the sale of securities to fund the payments to the Class 1, 2 and 3  
22 classes and from the disbursement of securities to Class 4 is presently unknown.

23 This Plan contemplates that additional securities will be sold as necessary to fund the  
24 estimated tax liability from the sale and distribution of securities.

25 This Plan does not provide any tax advice, and all Unsecured Creditors and Investor  
26 Claimants are encouraged to consult their own tax advisor regarding any tax consequences of this  
27 Plan.

1 In any event, no distribution will be made to Classes 3, 4 or 5 until such time as Class 1 and 2  
 2 claims have been paid in full or sufficient reserves are held to ensure payment in full to Classes 1 and  
 3 2.

### 4 **3. Class 3**

5 Class 3 consists of the Unsecured Creditor Claims identified on Exhibit “1.” This Plan  
 6 contemplates that the Unsecured Claims will be paid from the Plan Fund, which shall be funded by  
 7 cash generated from the sale of securities as set forth in detail below. The Plan Fund will be used to  
 8 pay Classes 1 and 3, and possibly to pay a portion of Class 2 subject to a request for an Equitable  
 9 Adjustment and further order of the Court. To the extent there is a surplus of cash following payment  
 10 of Classes 1, 2 and 3, the surplus will be used to pay Class 5 claims on a *pro rata* basis. To the extent  
 11 there is a deficiency: (a) Class 1 will be paid in full from the Plan Fund; (b) the Receiver may seek an  
 12 Equitable Adjustment regarding payment of a portion of Class 2 Claims from the Plan Fund; and (c)  
 13 Class 3 will receive a *pro rata* distribution on account of their claims from the remaining funds in the  
 14 Plan Fund following payment in full to Classes 1 and 2 claimants pursuant to the terms of the Plan. It  
 15 is contemplated that Class 2 claims will be paid from the Tax Holding Account; however, to the  
 16 extent that either there are insufficient funds in the Tax Holding Account to pay Class 2 claims in full  
 17 or the Receiver believes that an Equitable Adjustment is appropriate and that a portion of Class 2  
 18 claims should be paid from the Plan Fund, the Receiver may request to use the Plan Fund to satisfy  
 19 such Class 2 claims upon further order of the Court.

### 20 **4. Class 4**

21 Class 4 consists of the Investor Claims, which have been divided by the company in which the  
 22 claimants invested. The Class 4 claims are identified by Investor I.D. number and by intended  
 23 investment in Exhibits “2” through “15” attached hereto and identified as follows:

25	Class 4A:	Addepar	Exhibit “2”
	Class 4B:	Airbnb	Exhibit “3”
26	Class 4C:	Bloom Energy	Exhibit “4”
	Class 4D:	Cloudera	Exhibit “5”
27	Class 4E:	Dropbox	Exhibit “6”
	Class 4F:	Evernote	Exhibit “7”
28	Class 4G:	Lookout	Exhibit “8”

Class 4H:	Lyft	Exhibit "9"
Class 4I:	MongoDB	Exhibit "10"
Class 4J:	Palantir	Exhibit "11"
Class 4K:	Pinterest	Exhibit "12"
Class 4M:	Snap, Inc.	Exhibit "13"
Class 4N:	Uber	Exhibit "14"
Class 4O:	ZocDoc	Exhibit "15"

The following chart reflects that shares that have been confirmed by the Receiver as owned by the estate, the gross amount invested in those shares, and 30% of the gross invested amount for purposes of calculating the Plan Fund as set forth herein.

Company	Securities Owned by Estate	Shares Claimed by Investors	Gross Investment Amount	30% of Gross Investment Amount
Addepar, Inc.	995,509	995,509	\$1,150,684	\$ 345,205
Airbnb	11,125	11,125	\$842,654	\$ 252,796
Bloom Energy Inc.	147,429	139,583	\$3,724,498	\$1,117,349
Cloudera, Inc.	37,639	37,639	\$637,245	\$ 191,174
Dropbox, Inc.	46,000	46,001	\$1,783,457	\$ 535,037
Evernote Corp.	96,108	88,287	\$1,179,964	\$ 353,989
Lookout, Inc.	174,800	171,797	\$1,976,853	\$ 593,056
Lyft, Inc.	9,479	9,479	\$250,756	\$ 75,227
MongoDB Inc.	20,000 <sup>3</sup>	22,171	\$1,002,322	\$ 300,687
Palantir Technologies Inc.	5,740,249	5,895,853	\$32,551,706	\$9,765,512
Pinterest, Inc.	23,206	23,206	\$550,470	\$ 165,141
Snap, Inc.	31,172	31,173	\$549,821	\$ 164,946
Uber Inc.	500	500	\$19,388	\$ 5,816
ZocDoc, Inc.	21,599 <sup>4</sup>	21,598	\$187,218	\$ 56,165

This Plan contemplates that some of these securities will be liquidated to fund payment of the Class 1, 2, and 3 claims as set forth herein.

### 5. Class 5

Class 5 consists of the Subordinated Claims. It is presently unknown whether any distribution will be made to Class 5 creditors. After the distributions to Class 4 claimants has been completed, or substantially completed, and all likely administrative expenses, priority expenses, Class 1 claims, Class 2 claims and Class 3 claims have been provided for in full, the Receiver shall determine

<sup>3</sup> The estate is owed another 6,250 shares from Ben Sabrin.

<sup>4</sup> Of these shares, 20,000 have not yet been confirmed by the Receiver.

1 whether any surplus money remains in the Plan Fund or Tax Holding Account. Such surplus money  
2 may then be distributed by the Receiver to the Class 5 Subordinated Claimants on a *pro rata* basis.

3 The Class 5 Subordinated Claims that are presently known are:

4	Progresso Ventures:	\$552,936.43
5	Kenneth Lacey:	\$500,000.00
6	Alexander Pisemski	\$500,000.00
7	Carsten Klein:	\$100,000.00
8	Investor Deficiency Claims	Unknown

#### 9 **IV. Substantive Consolidation of Solis Fund**

10 According to an Agreement and Plan of Merger by and among Solis Associates I, LLC, Solis  
11 Associates II, LLC and Solis Fund Associates LLC effective as of August 12, 2013, the entities Solis  
12 Associates I, LLC (“Solis I”) and Solis Associates II, LLC (“Solis II”) were merged into the  
13 surviving entity Solis Fund Associates LLC (“Solis Fund”). Solis I and Solis II agreed that those  
14 entities would be terminated and members of those entities would become members of Solis Fund,  
15 the surviving entity. The Amended and Restated Limited Liability Company and Operating  
16 Agreement of Solis Associates Fund LLC (“Amended Solis LLC Agreement”) of the same date,  
17 August 12, 2013, recites that the primary purpose of Solis Associates Fund LLC was to acquire and  
18 hold interests in Bloom Energy Corporation (“Bloom”), eSolar, Inc., and Silver Spring Networks,  
19 Inc. Pursuant to the Court’s Civil Minutes entered on June 27, 2019 (ECF 503), the Solis Associates  
20 Fund is substantively consolidated into the receivership estate. Solis Associates Fund LLC and the  
21 surviving entity Solis Fund Associates LLC are one and the same entity and that the name of Solis  
22 Associates Fund LLC in the Amended Solis LLC Agreement incorrectly transposed the name of Solis  
23 Fund. The remaining investors in Solis Fund only have claims for investments in Bloom Energy  
24 Corporation (“Bloom Energy”) as the other companies that were targeted for investment are no  
25 longer operating.  
26

27 Solis Fund is formally added as one of the Receivership Entities with its assets made part of  
28 the Receivership Estate. The interest of Investor Claimants in Bloom Energy shares will be combined

1 with the interest of the investors in the Solis Fund in Bloom Energy shares so that all Bloom Energy  
2 shares held in the name of the Solis Fund and the Receivership Entities will be available to satisfy the  
3 claims of Solis Fund investors and the Investor Claims of investors with an interest in Bloom Energy  
4 shares. The Bloom Energy shares shall otherwise be distributed in accordance with the terms of this  
5 Plan.

6 **V. Appointment of Investor Advisory Committee**

7 An Investor Advisory Committee (the “IAC”) shall be appointed following approval of the  
8 Plan. The Receiver will accept nominations for interested parties who wish to serve on the IAC and  
9 will consider members of the SRA Investor Group pursuant to the SRA Funds Investor Group’s  
10 Proposed Alternative Distribution Plan [Doc No. 407-1] as candidates for an IAC. The Receiver will  
11 meet and confer with the SEC, the SRA Investor Group, and Progresso Ventures, LLC in an effort to  
12 reach agreement on the individuals who will serve on the IAC. If no agreement can be reached, the  
13 Receiver will file a motion with a list of all identified names and will provide an opportunity for the  
14 SEC, the SRA Investor Group, Progresso Ventures, LLC, or any other party to take a position  
15 regarding the identity of the member of the IAC, which shall then remain subject to Court approval.

16 The IAC will have no formal decision-making authority and will serve solely as a resource to  
17 provide assistance to the Receiver with respect to her management of the securities remaining in the  
18 Receivership Estate. The Receiver may consult with the IAC or individual members of the IAC as  
19 appropriate. Members of the IAC will not be compensated for their service on the IAC and the estate  
20 shall not bear any expense attributable to the IAC or any professionals it may wish to engage.

21 If the Receiver and/or the SEC seek any future changes to this Distribution Plan, they shall  
22 meet and confer in advance with the IAC and Progresso Ventures, LLC at least two weeks prior to  
23 filing any motion in this Court seeking such changes.

24 **VI. Proposed Plan Notice**

25 1. The Receiver will file the Distribution Plan and a notice of hearing for final approval  
26 of the Distribution Plan (“Plan Notice”).

27 2. The Plan Notice will contain the principal elements of the Distribution Plan, an  
28 objection deadline, the hearing date, time and place, and the web address of where the complete Plan

1 can be reviewed online. The Plan Notice will also offer interested parties the right to request a hard  
2 copy of the Plan by regular mail.

3 3. The Receiver will serve the Plan Notice on all Unsecured Creditors, Investors and  
4 parties in interest as follows:

- 5 a. By ECF on those parties that have an account on the District Court's website;
- 6 b. By email where the email address is known to be valid and current;
- 7 c. By regular mail where an email address is not known or is known to be invalid.

8 4. The Receiver shall post the Plan Notice and the Distribution Plan on the Receiver's  
9 website at: <http://www.diamondmccarthy.com/saddleriverreceiver>.

10 5. The SEC Staff will also post a link to the Distribution Plan that is posted on the  
11 Receiver's website, which link will be available at [www.sec.gov](http://www.sec.gov).

## 12 **VII. Methods of Distribution**

### 13 **A. Creation of Plan Fund to Pay Cash Claims in Classes 1, 2, 3 and 5**

#### 14 **1. Sale of Securities to Create Plan Fund and Tax Holding Account**

15 The Receiver shall sell securities to generate the Plan Fund and Tax Holding Account as  
16 follows:

- 17 (a) Securities shall be sold to generate an amount of 30% of the gross amounts invested by  
18 the Investor Claimants in Successful Investments to fund the Plan Fund
- 19 (b) Any surplus securities for any of the Successful Investments shall be sold and the  
20 proceeds shall be added to the Plan Fund.
- 21 (c) Additional securities shall be sold to generate sufficient funds to pay any estimated  
22 Priority Tax Claims generated from the sale of securities and the distribution of shares  
23 back to Investors and said sales proceeds shall be deposited in the Tax Holding Account.
- 24 (d) The Receiver shall sell securities as follows for the Successful Investments following a  
25 liquidity event for a given Successful Investment.
- 26 (e) The 30% to fund the Plan Fund shall be net of any brokerage fees paid in connection with  
27 the sale of the securities. In other words, the amount to be held in the Plan Fund following  
28 payment of brokerage fees shall equal 30% of the gross amount invested.

1 (f) The Receiver shall sell the securities in a manner consistent with state and federal  
2 corporate and securities laws. The Receiver anticipates that such distributions or sales  
3 shall be done in accordance with Section 5 of the Securities Act of 1933 (“Securities Act”)  
4 or in accordance with exemptions from registration provided in the Rules promulgated by  
5 the Commission pursuant to the Securities Act.

6 If all of the remaining investments that are not Failed Investments ultimately become  
7 Successful Investments, the dollar value of securities to be sold to create the Plan Fund shall be  
8 \$13,972,323 in the aggregate for the 30% figure. The dollar value of the surplus shares is presently  
9 unknown. The amount of any tax liability that may be generated is presently unknown and therefore  
10 the amount of securities to be sold to fund the Tax Holding Account is presently unknown. The Plan  
11 Fund will be less if not all of the pre-IPO investments become Successful Investments.

## 12 **2. Priority of Payment of Claims from Plan Fund and Tax Holding Account**

13 Claims shall be paid from the Plan Fund and the Tax Holding Account in the following  
14 priority:

15 Class 1: It is presently contemplated that Administrative Claims shall be paid in full from the  
16 Plan Fund, subject to an Equitable Adjustment. The Administrative Cash Reserve shall retain  
17 sufficient funds and the Administrative Stock Reserve shall retain sufficient shares to pay projected  
18 Class 1 Claims through the close of the Receivership Estate.

19 Class 2: It is presently contemplated that Class 2 Claims shall be paid in full from the Tax  
20 Holding Account, subject to an Equitable Adjustment. The Tax Holding Account and the  
21 Administrative Stock Reserve shall retain sufficient shares to pay projected Class 2 Claims through  
22 the close of the Receivership Estate. If the Tax Holding Account is not sufficient to pay Class 2  
23 claims in full, the Receiver shall sell additional securities to increase the Tax Holding Account to an  
24 amount sufficient to pay the Class 2 claims in full. The payment of funds from the Tax Holding  
25 Account to pay Class 2 Claims may be subject to an Equitable Adjustment.

26 Class 3: Unsecured Creditor Claims shall be paid from the Plan Fund. If the Plan Fund is  
27 insufficient to pay the Unsecured Creditor Claims in full, the Unsecured Creditor Claims shall be  
28



1 paid on a *pro rata* basis. The Receiver shall not be obligated to make any payment to the allowed  
2 Class 3 claims if there are not sufficient securities to liquidate to pay all Class 1 and 2 claims in full.

3 Class 5: To the extent that there remain any surplus funds in the Plan Fund or the Tax Holding  
4 Account following payment in full of Class 1, 2 and 3 claims, the Receiver shall distribute the  
5 balance of the Plan Fund and the Tax Holding Account to the Class 5 claimants on a *pro rata* basis  
6 up to the full amount of the Class 5 claims.

7 To the extent that any surplus funds remain following payment in full of Class 5 claims, those  
8 funds shall be distributed to Class 4 on a *pro rata* basis using their gross investment amount.

9 The Receiver shall endeavor to make distributions from the Plan Fund as soon as practicable  
10 following a liquidity event for a given investment. The Receiver anticipates holding a balance in the  
11 Plan Fund and the Tax Holding Account pending receipt of final tax clearance from the IRS at the  
12 end of the case and will distribute any excess funds after such clearance is received.

### 13 **3. Administrative Cash Reserve:**

14 The Receiver shall have the authority to retain a reserve from the Plan Fund and the Tax  
15 Holding Account to ensure that sufficient funds will be available to pay:

- 16 a. Class 1 and 2 claims in full through the close of the case;
- 17 b. Any and all estimated tax liability generated from the sale of securities to generate  
18 the Plan Fund, the Tax Holding Account, and in connection with the transfer of  
19 shares to Class 4 claimants.
- 20 c. The fees and costs to wind up the Receivership Estate; and
- 21 d. Any unanticipated costs of the Receivership Estate.

22 Although it is presently contemplated that Class 1 Claims will be paid from the Plan Fund and Class  
23 2 Claims will be paid from the Tax Holding Account, the allocations of those payments may be  
24 subject to an Equitable Adjustment.

### 25 **4. Anne Bivona funds:**

26 The Disgorgement Funds obtained by the SEC from relief defendant Anne Bivona are not  
27 assets of the Receivership Estate and may be distributed or transferred at the SEC's discretion on  
28 receiving any necessary court approval.

1                   **5. Final Distribution:**

2                   Following the last liquidity event for the last Successful Investment, the expiration of any  
3 lockup period, and the distribution of the cash from the Plan Fund and the securities in connection  
4 with that particular Successful Investment as set forth herein, the Receiver shall prepare and file final  
5 tax returns and, upon receipt of final tax clearance, shall seek authority from the Court to make a final  
6 distribution of any funds remaining in the Plan Fund and the Tax Holding Account at that time.

7                   **B. Distribution of Securities to Investor Claims**

8                   1. Class 4 Investor Claims shall receive distributions following: (a) a liquidity event for a  
9 Successful Investment; (b) the expiration of any lockup period or contractual restrictions on transfer  
10 imposed by the issuer of the securities; (c) the sale of securities to create the Plan Fund and Tax  
11 Holding Account; (d) a determination of estimated Priority Claims generated from the anticipated  
12 distributions and the sale of securities to generate funds to pay the anticipated tax liability; (e) the sale  
13 of securities sufficient to generate funds sufficient to pay such estimated Priority Claims; and (f)  
14 approval by the Court of the Final Schedule of Proposed Stock Distributions for a particular  
15 Successful Investment.

16                   2. If the Receivership Estate does not ultimately obtain securities for a Successful  
17 Investment, the Investor Claimants shall be treated as Class 5 Subordinated Claims.

18                   3. To the extent that there is any shortfall in the number of shares to distribute for a  
19 particular Successful Investment, the number of shares distributed to investors shall be reduced on a  
20 pro rata basis and such distribution shall be deemed full satisfaction of the Investor Class 4 Claims  
21 for the return of shares with respect to that particular Successful Investment. The Investor Deficiency  
22 Claims shall be treated as Class 5 Claims. Notwithstanding the foregoing, Investor Claims may  
23 receive a distribution pursuant to Section VII.A.2 hereof to the extent that any surplus funds remain  
24 following payment in full of Class 5 claims.

25                   4. The Receiver shall retain an Administrative Stock Reserve of shares from each of the  
26 Successful Investments to ensure that sufficient funds will be available to pay:

27                   a. Class 1 and 2 claims in full through the close of the case;

- b. Any and all tax liability generated from the sale of securities to generate the Plan Fund and the Tax Holding Account and in connection with the transfer of shares to Class 4 claimants;
- c. The fees and costs to wind up the Receivership Estate; and
- d. Any unanticipated costs of the Receivership Estate.

5. The Receiver may delay such distribution until such time as the tax liability for the liquidation of the shares has been established.

6. Each of the Final Schedules of Proposed Stock Distributions and distributions made to Class 4 Investor Claimants shall comply with all securities law requirements.

### **C. Tax Treatment and Apportionment of Tax Liability**

1. The Receivership Estate shall be treated as a Qualified Settlement Fund (“QSF”) effective as of the date of the commencement of the Receivership Estate, October 11, 2016.

2. The assets of the Receivership Entities became property of the QSF as of October 11, 2016.

3. The Receiver shall obtain a valuation of the assets of the Receivership Entities as of October 11, 2016.

4. The sale of securities to create the Plan Fund and the Tax Holding Account, and the transfer of securities to Investors in connection with the Class 4 distributions, shall be treated as taxable events if required by law.

5. The Receiver is authorized to sell securities and to retain monies in the Plan Fund and the Tax Holding Account to pay any and all tax liability generated from the sale and transfer of securities in connection with this Plan.

6. Any tax liability of the estate shall be paid through the sale of securities to generate sufficient cash in the Tax Holding Account to pay such tax liability. No distributions to Classes 3, 4, or 5 shall be paid until such time as the Receiver, in her discretion, determines that sufficient funds are available in the Tax Holding Account to pay all taxes in full.

## **VIII. Administrative Matters**

### **A. Jurisdiction of Court**

1 This Court shall have sole and exclusive jurisdiction to interpret and enforce this Plan.

2 Allowed Claims shall be subject to the jurisdiction of the District Court for the Northern  
3 District of California.

4 **B. Reports to the Court and to Claimants**

5 The Receiver shall file a written report with the Court no less than every 120 days regarding the  
6 status of efforts to implement this Distribution Plan with copies emails to members of the IAC. The  
7 Receiver shall post a copy of her written report, which may be part of the quarterly report, on the  
8 Receiver's website in order to provide notice to claimants.

9 **C. Adjustments and Amendments**

10 To carry out the purposes of the Distribution Plan, the Receiver may make adjustments to the  
11 Distribution Plan, consistent with the purposes and intent of the Distribution Plan, as may be agreed  
12 upon between the Receiver and the Commission, subject to consultation with the IAC and Progresso  
13 Ventures LLC, and approved by the Court. The Court retains jurisdiction over this matter for the  
14 purpose of ruling on any such proposed amendments and for any and all other matters that may arise  
15 under or relate to the Distribution Plan.

16 **D. Possible Avoidance Actions and Retained Claims**

17 All Causes of Action, including possible Avoidance Actions, are to be preserved by and for  
18 the Receivership Estate. The Receiver for the Receivership Estate expressly preserves such Causes of  
19 Action for later adjudication, and nothing herein waives the right to bring such Causes of Action  
20 unless the Cause of Action has been settled in this Distribution Plan.

21 **E. Completion of Plan**

22 Provided that all of the investments have either had a liquidity event or have failed, the  
23 Receiver will complete the distributions required by the Plan within five years from date the Plan is  
24 approved by the Court, unless an application is filed with and approved by the Court to extend the  
25 time to complete the distributions.

26 If the Receiver or the SEC Staff determines that the Receiver has concluded her duties and  
27 obligations under the Receivership appointment orders issued by the Court, as may have been  
28

1 amended, either the Receiver or the SEC Staff may apply to the Court for an Order terminating the  
2 Receivership.

3 Any Order terminating the Receivership shall provide for the Receiver to file a final  
4 accounting providing schedules identifying: (i) all assets, their source and value; and (ii) all  
5 liabilities, the nature and amount of such claims.

6 The Receiver shall preserve all records and documents obtained during the Receivership until  
7 a date that is 1 year following the close of the Receivership.

8 To the extent that it is not expressly superseded by, or clearly contrary to, the provisions of  
9 this Distribution Plan, the Order Appointing the Receiver dated February 28, 2019 shall remain in full  
10 force and effect, unless superseded by an Amended Order Appointing Receiver.

11 Retention of jurisdiction: All disputes concerning the Plan and any issues or claims arising in  
12 or under the Plan shall be resolved by the Court in the Receivership Case.

13  
14 DATED: February 27, 2020

15 By: /s/ Kathy Bazoian Phelps  
16 Kathy Bazoian Phelps, Successor Receiver  
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# Exhibit 1

INVESTOR ID #	NATURE OF CLAIM	ALLOWED AMOUNT OF CASH CLAIM	STATUS OF CLAIM
U.S. SECURITIES & EXCHANGE COMMISSION	CREDITOR	\$ -	\$44,870,455 final judgement amount to be deemed satisfied upon approval of a distribution plan
Investor I.D. # 275	CREDITOR	\$ 300,000.00	
GLOBAL GENERATION GROUP, LLC	PALANTIR TECHNOLOGIES INC.	\$ 2,236,376.30	
PROGRESSO VENTURES, LLC	PALANTIR TECHNOLOGIES INC.	\$ 4,976,427.83	
9	FLURRY- SERIES X	\$ 1,504.23	
73	FLURRY- SERIES X	\$ 3,008.46	
311	FLURRY- SERIES X	\$ 2,339.75	
323	FLURRY- SERIES X	\$ 1,203.38	
16	SQUARE, INC.	\$ 58,800.00	
23	SQUARE- SADDLE RIVER BIG 10	\$ 6,786.68	
29	SQUARE- SADDLE RIVER BIG 10	\$ 29,400.00	
47	SQUARE, INC.	\$ 46,000.00	
50	SQUARE- SADDLE RIVER BIG 10	\$ 2,450.00	
55	SQUARE, INC.	\$ 70,000.00	
70	SQUARE, INC.	\$ 96,000.00	
73	SQUARE- SERIES X	\$ 95,685.26	
81	SQUARE- SERIES X	\$ 19,137.05	
94	SQUARE, INC.	\$ 66,000.00	
94	SQUARE, INC.	\$ 100,000.00	
94	SQUARE, INC.	\$ 109,635.00	
103	SQUARE- SERIES X	\$ 19,137.05	
107	SQUARE- SERIES X	\$ 38,274.11	
114	SQUARE- SERIES X	\$ 1,539.76	
116	SQUARE- SADDLE RIVER BIG 10	\$ 9,400.00	
116	SQUARE- SERIES X	\$ 19,137.05	
116	SQUARE, INC.	\$ 66,000.00	
126	SQUARE, INC.	\$ 46,000.00	
144	SQUARE, INC.	\$ 36,800.00	
188	SQUARE, INC.	\$ 17,640.00	
189	SQUARE, INC.	\$ 30,000.00	
194	SQUARE, INC.	\$ 92,000.00	
196	SQUARE, INC.	\$ 14,700.00	
202	SQUARE, INC.	\$ 60,000.00	
224	SQUARE- SERIES X	\$ 9,568.53	
238	SQUARE, INC.	\$ 24,500.00	
238	SQUARE, INC.	\$ 46,000.00	
242	SQUARE, INC.	\$ 70,000.00	
257	SQUARE, INC.	\$ 35,280.00	
260	SQUARE, INC.	\$ 30,360.00	
276	SQUARE- SERIES X	\$ 5,741.12	
287	SQUARE, INC.	\$ 46,000.00	
293	SQUARE, INC.	\$ 49,000.00	
304	SQUARE- SADDLE RIVER BIG 10	\$ 19,600.00	
304	SQUARE- SERIES X	\$ 47,842.63	
304	SQUARE, INC.	\$ 196,000.00	
308	SQUARE- SERIES X	\$ 19,137.05	
311	SQUARE- SERIES X	\$ 19,137.05	
311	SQUARE, INC.	\$ 50,000.00	
315	SQUARE- SERIES X	\$ 19,137.05	
329	SQUARE, INC.	\$ 19,600.00	
332	SQUARE, INC.	\$ 33,000.00	
304	ALIBABA	\$ 150,000.00	
304	BOX	\$ 25,962.54	
304	BOX- SADDLE RIVER BIG 10	\$ 9,776.48	
304	BOX- SERIES X	\$ 5,848.43	
304	FLURRY	\$ 40,010.60	
304	FLURRY- SERIES X	\$ 8,716.43	
304	JUMP TAP, INC.	\$ 275.99	
304	JUMP TAP, INC.	\$ 118.28	
304	JUMP TAP, INC.	\$ 197.14	

TOTAL

\$ 9,652,191.26

# Exhibit 2



INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
9	ADDEPAR- SERIES X	15,718	15,718	15,718
10	ADDEPAR INC.	22,000	22,000	11,000
27	ADDEPAR INC.	204,389	188,038	313,397
37	ADDEPAR INC.	54,348	50,000	25,000
37	ADDEPAR- SERIES X	37,722	37,722	37,722
43	ADDEPAR- SERIES X	7,544	7,544	7,544
51	ADDEPAR- SERIES X	12,574	12,574	12,574
69	ADDEPAR INC.	40,000	40,000	20,000
73	ADDEPAR- SERIES X	31,435	31,435	31,435
81	ADDEPAR- SERIES X	6,287	6,287	6,287
91	ADDEPAR- SERIES X	12,574	12,574	12,574
101	ADDEPAR INC.	50,000	50,000	25,000
103	ADDEPAR- SERIES X	6,287	6,287	6,287
107	ADDEPAR- SERIES X	12,574	12,574	12,574
114	ADDEPAR- SERIES X	6,287	6,287	6,287
116	ADDEPAR- SERIES X	6,287	6,287	6,287
146	ADDEPAR- SERIES X	12,134	12,134	12,134
155	ADDEPAR INC.	20,000	18,400	9,200
157	ADDEPAR- SERIES X	6,287	6,287	6,287
159	ADDEPAR- SERIES X	12,574	12,574	12,574
170	ADDEPAR- SERIES X	62,870	62,870	62,870
201	ADDEPAR INC.	32,870	32,870	16,435
203	ADDEPAR INC.	100,000	100,000	50,000
209	ADDEPAR INC.	20,000	20,000	10,000
209	ADDEPAR- SERIES X	6,287	6,287	6,287
221	ADDEPAR- SERIES X	31,435	31,435	31,435
223	ADDEPAR- SERIES X	6,287	6,287	6,287
224	ADDEPAR- SERIES X	3,144	3,144	3,144
231	ADDEPAR INC.	20,000	18,400	9,200
231	ADDEPAR- SERIES X	12,574	12,574	12,574
231	ADDEPAR- SERIES X	6,287	6,287	6,287
231	ADDEPAR- SERIES X	6,287	6,287	6,287
235	ADDEPAR- SERIES X	9,431	9,431	9,431
243	ADDEPAR- SERIES X	6,287	6,287	6,287
267	ADDEPAR INC.	50,000	50,000	25,000
274	ADDEPAR INC.	20,000	18,400	9,200
276	ADDEPAR- SERIES X	1,886	1,886	1,886
293	ADDEPAR INC.	50,000	50,000	25,000
304	ADDEPAR- SERIES X	15,718	15,718	15,718
308	ADDEPAR- SERIES X	6,287	6,287	6,287
311	ADDEPAR- SERIES X	6,287	6,287	6,287
312	ADDEPAR- SERIES X	31,435	31,435	31,435
315	ADDEPAR- SERIES X	6,287	6,287	6,287
323	ADDEPAR- SERIES X	12,574	12,574	12,574
327	ADDEPAR INC.	40,000	40,000	20,000
327	ADDEPAR- SERIES X	9,431	9,431	9,431
TOTAL		1,150,684		995,509

*\*The Receiver reserves the right to object to claims as her investigation and review of claims is ongoing.*

# Exhibit 3

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
5	AIRBNB, INC	50,000	50,000	667
11	AIRBNB, INC	25,000	25,000	333
14	AIRBNB, INC	7,500	7,350	98
37	AIRBNB, INC	75,000	75,000	1,000
136	AIRBNB, INC	25,000	24,500	327
148	AIRBNB, INC	382,654	375,001	5,000
205	AIRBNB, INC	30,000	30,000	400
238	AIRBNB, INC	37,500	37,500	500
297	AIRBNB, INC	50,000	50,000	667
299	AIRBNB, INC	10,000	10,000	133
311	AIRBNB, INC	75,000	75,000	1,000
323	AIRBNB, INC	75,000	75,000	1,000
TOTAL		842,654		11,125

\*The Receiver reserves the right to object to claims as her investigation and review of claims is ongoing.

# Exhibit 4

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT*	NET INVESTMENT*	ALLOWED SHARES CLAIM*
8	BLOOM ENERGY	249,998	249,998	8,130
9	BLOOM- SERIES X	4,803	4,803	146
21	BLOOM ENERGY	61,500	61,500	2,000
23	BLOOM- SADDLE RIVER BIG 10	7,377	6,787	221
29	BLOOM- SADDLE RIVER BIG 10	30,000	29,400	956
37	BLOOM ENERGY	50,000	47,500	1,508
37	BLOOM ENERGY	23,370	21,500	667
37	BLOOM ENERGY	28,571	28,000	1,867
37	BLOOM- SADDLE RIVER BIG 10	10,000	9,200	299
37	BLOOM- SERIES X	11,527	11,527	349
39	BLOOM ENERGY	102,500	102,500	3,333
43	BLOOM- SERIES X	2,305	2,305	70
45	BLOOM ENERGY	100,000	98,000	3,111
45	BLOOM ENERGY	100,000	100,000	3,252
47	BLOOM ENERGY	50,000	46,000	1,460
49	BLOOM ENERGY	20,500	20,500	667
50	BLOOM- SADDLE RIVER BIG 10	2,500	2,450	299
51	BLOOM- SERIES X	3,842	3,842	116
62	BLOOM ENERGY	15,000	14,700	456
68	BLOOM ENERGY	40,000	40,000	1,301
72	BLOOM ENERGY	50,000	46,000	1,460
73	BLOOM- SERIES X	9,606	9,606	291
79	BLOOM ENERGY	33,000	30,360	964
80	BLOOM ENERGY	50,000	46,000	1,496
81	BLOOM ENERGY	50,000	49,000	1,556
81	BLOOM- SERIES X	1,921	1,921	58
86	BLOOM ENERGY	10,000	10,000	513
86	BLOOM ENERGY	25,000	25,000	813
86	BLOOM ENERGY	175,000	175,000	5,691
89	BLOOM ENERGY	43,430	42,996	1,333
91	BLOOM ENERGY	153,750	153,750	5,000
91	BLOOM- SERIES X	3,842	3,842	116
103	BLOOM- SERIES X	1,921	1,921	58
107	BLOOM- SERIES X	3,842	3,842	116
114	BLOOM- SERIES X	1,921	1,921	58
116	BLOOM- SADDLE RIVER BIG 10	10,000	9,400	306
116	BLOOM- SERIES X	1,921	1,921	58
136	BLOOM ENERGY	20,250	18,630	608
137	BLOOM ENERGY	38,688	35,593	1,157
146	BLOOM- SERIES X	3,708	3,708	112
157	BLOOM- SERIES X	1,921	1,921	58
159	BLOOM- SERIES X	3,842	3,842	116
170	BLOOM ENERGY	200,000	184,000	5,984
170	BLOOM- SADDLE RIVER BIG 10	25,000	24,500	797
170	BLOOM- SERIES X	19,212	19,212	582
189	BLOOM ENERGY	26,000	26,000	1,333
196	BLOOM ENERGY	20,000	18,400	598
200	BLOOM ENERGY	5,570	5,124	167
203	BLOOM- SADDLE RIVER BIG 10	10,000	9,200	299

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT*	NET INVESTMENT*	ALLOWED SHARES CLAIM*
209	BLOOM ENERGY	50,000	46,000	1,496
209	BLOOM- SADDLE RIVER BIG 10	7,000	6,860	223
209	BLOOM- SERIES X	1,921	1,921	58
212	BLOOM ENERGY	60,000	55,200	1,840
212	BLOOM ENERGY	15,000	13,800	449
218	BLOOM ENERGY	100,000	100,000	3,252
221	BLOOM- SERIES X	9,606	9,606	291
223	BLOOM- SERIES X	1,921	1,921	58
224	BLOOM- SERIES X	961	961	29
231	BLOOM- SADDLE RIVER BIG 10	10,000	9,800	319
231	BLOOM- SERIES X	3,842	3,842	116
231	BLOOM- SERIES X	1,921	1,921	58
231	BLOOM- SERIES X	1,921	1,921	58
235	BLOOM- SADDLE RIVER BIG 10	15,000	14,700	478
235	BLOOM- SERIES X	2,882	2,882	87
238	BLOOM ENERGY	50,000	46,000	1,460
243	BLOOM- SADDLE RIVER BIG 10	10,500	10,290	335
243	BLOOM- SERIES X	1,921	1,921	58
246	BLOOM ENERGY	30,000	27,600	898
246	BLOOM ENERGY	50,000	46,000	1,496
246	BLOOM- SADDLE RIVER BIG 10	10,000	9,800	319
274	BLOOM ENERGY	31,798	30,208	937
274	BLOOM ENERGY	22,632	21,500	667
276	BLOOM ENERGY	30,000	30,000	976
276	BLOOM ENERGY	50,000	50,000	1,626
276	BLOOM ENERGY	100,000	100,000	3,252
276	BLOOM- SERIES X	576	576	17
276	BLOOM ENERGY	10,000	10,000	667
276	BLOOM ENERGY	20,000	20,000	1,026
286	BLOOM ENERGY	335,617	328,800	17,092
289	BLOOM ENERGY	31,000	28,520	905
304	BLOOM ENERGY	15,000	13,800	449
304	BLOOM ENERGY	35,000	32,200	1,047
304	BLOOM ENERGY	50,000	49,000	1,593
304	BLOOM ENERGY	50,000	49,000	1,593
304	BLOOM- SADDLE RIVER BIG 10	20,000	19,600	637
304	BLOOM- SERIES X	4,803	4,803	146
308	BLOOM- SERIES X	1,921	1,921	58
311	BLOOM- SERIES X	1,921	1,921	58
312	BLOOM ENERGY	100,000	98,000	3,111
312	BLOOM- SERIES X	9,606	9,606	291
314	BLOOM ENERGY	30,750	28,290	920
315	BLOOM- SERIES X	1,921	1,921	58
319	BLOOM ENERGY	100,000	92,000	3,067
323	BLOOM- SERIES X	3,842	3,842	116
325	BLOOM ENERGY	42,269	41,001	1,333
327	BLOOM- SERIES X	2,882	2,882	87

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT*	NET INVESTMENT*	ALLOWED SHARES CLAIM*
SUBTOTAL		<u>3,449,073</u>		<u>117,018</u>



INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT*	NET INVESTMENT*	ALLOWED SHARES CLAIM*
13	BLOOM ENERGY - SOLIS	2,734	2,598	224
13	BLOOM ENERGY - SOLIS	1,367	1,299	112
15	BLOOM ENERGY - SOLIS	1,641	1,559	134
17	BLOOM ENERGY - SOLIS	5,469	5,195	448
17	BLOOM ENERGY - SOLIS	16,406	15,585	1,344
20	BLOOM ENERGY - SOLIS	4,101	3,896	336
26	BLOOM ENERGY - SOLIS	1,641	1,559	134
34	BLOOM ENERGY - SOLIS	1,367	1,299	112
36	BLOOM ENERGY - SOLIS	1,367	1,299	112
56	BLOOM ENERGY - SOLIS	2,734	2,598	224
58	BLOOM ENERGY - SOLIS	1,367	1,299	112
60	BLOOM ENERGY - SOLIS	5,469	5,195	448
67	BLOOM ENERGY - SOLIS	5,469	5,195	448
88	BLOOM ENERGY - SOLIS	5,469	5,195	448
89	BLOOM ENERGY - SOLIS	547	520	45
103	BLOOM ENERGY - SOLIS	5,469	5,195	448
118	BLOOM ENERGY - SOLIS	5,195	4,935	426
137	BLOOM ENERGY - SOLIS	8,713	8,278	714
139	BLOOM ENERGY - SOLIS	1,094	1,039	90
146	BLOOM ENERGY - SOLIS	5,469	5,195	448
157	BLOOM ENERGY - SOLIS	2,187	2,078	179
159	BLOOM ENERGY - SOLIS	10,937	10,390	896
162	BLOOM ENERGY - SOLIS	27,343	25,976	2,240
178	BLOOM ENERGY - SOLIS	5,469	5,195	448
187	BLOOM ENERGY - SOLIS	5,469	5,195	448
197	BLOOM ENERGY - SOLIS	13,671	12,988	1,120
197	BLOOM ENERGY - SOLIS	2,734	2,598	224
197	BLOOM ENERGY - SOLIS	10,937	10,390	896
219	BLOOM ENERGY - SOLIS	27,343	25,976	2,240
220	BLOOM ENERGY - SOLIS	5,742	5,455	470
226	BLOOM ENERGY - SOLIS	1,641	1,559	134
235	BLOOM ENERGY - SOLIS	5,775	5,486	473
239	BLOOM ENERGY - SOLIS	2,734	2,598	224
259	BLOOM ENERGY - SOLIS	2,734	2,598	224
264	BLOOM ENERGY - SOLIS	2,734	2,598	224
274	BLOOM ENERGY - SOLIS	2,461	2,338	202
278	BLOOM ENERGY - SOLIS	547	520	45
281	BLOOM ENERGY - SOLIS	3,281	3,117	269
305	BLOOM ENERGY - SOLIS	1,094	1,039	89
310	BLOOM ENERGY - SOLIS	9,297	9,064	762
311	BLOOM ENERGY - SOLIS	2,734	2,598	224
311	BLOOM ENERGY - SOLIS	8,561	8,133	701
312	BLOOM ENERGY - SOLIS	27,343	25,976	2,240
320	BLOOM ENERGY - SOLIS	4,101	3,896	336
320	BLOOM ENERGY - SOLIS	5,469	5,195	448

SUBTOTAL		275,424		22,566
TOTAL		3,724,497		139,584

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT*	NET INVESTMENT*	ALLOWED SHARES CLAIM*
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*\*The Receiver reserves the right to object to claims as her investigation and review of claims is ongoing.*

*\*Shares are calculated post-split*

*\* Gross and Net Investment prorated for Solis investors based on underlying fund investment allocations*

# Exhibit 5

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
147	CLOUDERA, INC.	35,000	33,600	988
159	CLOUDERA, INC.	48,990	48,990	1,633
201	CLOUDERA, INC.	15,750	15,750	450
217	CLOUDERA, INC.	266,722	258,720	25,872
231	CLOUDERA, INC.	10,000	9,200	288
257	CLOUDERA, INC.	6,000	6,000	176
263	CLOUDERA, INC.	10,000	10,000	294
268	CLOUDERA, INC.	50,000	50,000	1,667
311	CLOUDERA, INC.	34,783	32,000	1,000
312	CLOUDERA, INC.	150,000	150,000	5,000
318	CLOUDERA, INC.	10,000	9,200	271
TOTAL		637,245		37,639

*\*The Receiver reserves the right to object to claims as her investigation and review of claims is ongoing.*

# Exhibit 6

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
3	DROPBOX, INC.	366,400	366,400	9,771
3	DROPBOX, INC.	33,680	33,680	2,245
4	DROPBOX, INC.	10,000	9,200	180
9	DROPBOX- SERIES X	25,504	25,504	486
23	DROPBOX- SADDLE RIVER BIG 10	7,377	6,787	323
29	DROPBOX- SADDLE RIVER BIG 10	30,000	29,400	1,400
37	DROPBOX- SADDLE RIVER BIG 10	10,000	9,200	438
37	DROPBOX- SERIES X	61,210	61,210	1,166
43	DROPBOX- SERIES X	12,242	12,242	233
50	DROPBOX- SADDLE RIVER BIG 10	2,500	2,450	117
51	DROPBOX- SERIES X	20,403	20,403	389
73	DROPBOX- SERIES X	51,008	51,008	972
79	DROPBOX, INC.	15,000	15,000	1,000
81	DROPBOX- SERIES X	10,202	10,202	194
91	DROPBOX- SERIES X	20,403	20,403	389
103	DROPBOX- SERIES X	10,202	10,202	194
107	DROPBOX- SERIES X	20,403	20,403	389
111	DROPBOX, INC.	35,000	32,200	613
114	DROPBOX- SERIES X	10,202	10,202	194
116	DROPBOX- SADDLE RIVER BIG 10	10,000	9,400	448
116	DROPBOX- SERIES X	10,202	10,202	194
119	DROPBOX, INC.	50,000	48,500	1,347
146	DROPBOX- SERIES X	19,689	19,689	375
157	DROPBOX- SERIES X	10,202	10,202	194
159	DROPBOX- SERIES X	20,403	20,403	389
170	DROPBOX- SADDLE RIVER BIG 10	25,000	24,500	1,167
170	DROPBOX- SERIES X	102,017	102,017	1,943
194	DROPBOX, INC.	25,000	23,000	451
203	DROPBOX- SADDLE RIVER BIG 10	10,000	9,200	438
209	DROPBOX- SADDLE RIVER BIG 10	7,000	6,860	327
209	DROPBOX- SERIES X	10,202	10,202	194
221	DROPBOX- SERIES X	51,008	51,008	972
223	DROPBOX- SERIES X	10,202	10,202	194
224	DROPBOX- SERIES X	5,101	5,101	97
231	DROPBOX- SADDLE RIVER BIG 10	10,000	9,800	467
231	DROPBOX- SERIES X	20,403	20,403	389
231	DROPBOX- SERIES X	10,202	10,202	194
231	DROPBOX- SERIES X	10,202	10,202	194
235	DROPBOX- SADDLE RIVER BIG 10	15,000	14,700	700
235	DROPBOX- SERIES X	15,303	15,303	291
243	DROPBOX- SADDLE RIVER BIG 10	10,500	10,290	490
243	DROPBOX- SERIES X	10,202	10,202	194
246	DROPBOX- SADDLE RIVER BIG 10	10,000	9,800	467
252	DROPBOX, INC.	25,000	23,000	451
258	DROPBOX, INC.	25,000	25,000	667
260	DROPBOX, INC.	33,000	30,360	595
276	DROPBOX- SERIES X	3,061	3,061	58
285	DROPBOX, INC.	40,000	36,800	722
297	DROPBOX, INC.	15,000	15,000	1,000

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
304	DROPBOX- SADDLE RIVER BIG 10	20,000	19,600	933
304	DROPBOX- SERIES X	25,504	25,504	486
304	DROPBOX, INC.	100,000	100,000	1,961
308	DROPBOX- SERIES X	10,202	10,202	194
311	DROPBOX- SERIES X	10,202	10,202	194
312	DROPBOX- SERIES X	51,008	51,008	972
312	DROPBOX, INC.	150,000	147,000	4,083
315	DROPBOX- SERIES X	10,202	10,202	194
323	DROPBOX- SERIES X	20,403	20,403	389
327	DROPBOX- SERIES X	15,303	15,303	291
TOTAL		<u>1,783,457</u>		<u>46,000</u>

*\*The Receiver reserves the right to object to claims as her investigation and review of claims is ongoing.*

*\*Shares are calculated post-split*

# Exhibit 7



INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
2	EVERNOTE	200,000	184,000	14,154
37	EVERNOTE	76,087	70,000	5,000
51	EVERNOTE	195,000	195,000	15,000
90	EVERNOTE	26,000	26,000	2,000
136	EVERNOTE	32,500	32,500	2,500
138	EVERNOTE	25,404	23,371	1,558
143	EVERNOTE	52,000	52,000	4,000
177	EVERNOTE	400,000	400,000	30,769
258	EVERNOTE	13,000	13,000	1,000
263	EVERNOTE	10,000	10,000	769
312	EVERNOTE	149,973	149,973	11,536
TOTAL		<u>1,179,964</u>		<u>88,287</u>

*\*The Receiver reserves the right to object to claims as her investigation and review of claims is ongoing.*

# Exhibit 8

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
1	LOOKOUT, INC	5,000	5,000	417
8	LOOKOUT, INC	100,000	100,000	10,000
19	LOOKOUT, INC	25,000	23,000	1,917
28	LOOKOUT, INC	40,968	40,968	3,414
37	LOOKOUT, INC	28,000	26,040	2,604
37	LOOKOUT, INC	48,000	48,000	4,000
37	LOOKOUT, INC	70,000	64,400	6,440
51	LOOKOUT, INC	130,435	120,000	10,000
54	LOOKOUT, INC	20,000	20,000	1,667
96	LOOKOUT, INC	60,000	55,200	4,600
101	LOOKOUT, INC	100,000	92,000	7,667
111	LOOKOUT, INC	12,000	12,000	1,000
128	LOOKOUT, INC	115,000	115,000	9,583
132	LOOKOUT, INC	30,000	30,000	3,000
136	LOOKOUT, INC	30,000	30,000	3,000
159	LOOKOUT, INC	54,264	54,264	4,522
174	LOOKOUT, INC	24,000	24,000	2,000
177	LOOKOUT, INC	400,000	400,000	40,000
179	LOOKOUT, INC	10,000	9,200	920
195	LOOKOUT, INC	30,000	30,000	2,500
226	LOOKOUT, INC	20,000	18,400	1,533
227	LOOKOUT, INC	20,000	18,400	1,533
231	LOOKOUT, INC	20,000	18,400	1,533
239	LOOKOUT, INC	36,000	36,000	3,000
241	LOOKOUT, INC	65,218	60,001	5,000
242	LOOKOUT, INC	10,000	9,200	767
249	LOOKOUT, INC	10,000	10,000	833
250	LOOKOUT, INC	10,000	10,000	833
263	LOOKOUT, INC	10,000	10,000	833
268	LOOKOUT, INC	60,000	60,000	5,000
274	LOOKOUT, INC	12,000	12,000	1,000
292	LOOKOUT, INC	50,000	46,000	4,600
292	LOOKOUT, INC	100,000	92,000	7,667
297	LOOKOUT, INC	24,000	24,000	2,000
299	LOOKOUT, INC	16,968	16,968	1,414
327	LOOKOUT, INC	180,000	180,000	15,000
TOTAL		<u>1,976,853</u>		<u>171,797</u>

\*The Receiver reserves the right to object to claims as her investigation and review of claims is ongoing.

# Exhibit 9

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
8	LYFT, INC	65,654	65,654	2,525
37	LYFT, INC	53,061	52,000	2,000
37	LYFT, INC	53,061	52,000	2,000
94	LYFT, INC	53,061	52,000	2,000
223	LYFT, INC	10,000	9,200	354
331	LYFT, INC	15,918	15,600	600
TOTAL		<u>250,756</u>		<u>9,479</u>

*\*The Receiver reserves the right to object to claims as her investigation and review of claims is ongoing.*

# Exhibit 10

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
9	MONGODB- SERIES X	1,067	1,067	24
35	MONGO DB	23,000	23,000	500
37	MONGODB- SERIES X	2,561	2,561	58
43	MONGODB- SERIES X	512	512	12
51	MONGODB- SERIES X	854	854	19
56	MONGO DB	25,000	24,500	557
73	MONGODB- SERIES X	2,134	2,134	49
81	MONGODB- SERIES X	427	427	10
91	MONGODB- SERIES X	854	854	19
103	MONGODB- SERIES X	427	427	10
107	MONGODB- SERIES X	854	854	19
114	MONGODB- SERIES X	427	427	10
115	MONGO DB	50,000	46,000	1,045
116	MONGODB- SERIES X	427	427	10
130	MONGO DB	23,000	23,000	500
146	MONGODB- SERIES X	824	824	19
147	MONGO DB	40,000	38,400	873
157	MONGODB- SERIES X	427	427	10
159	MONGODB- SERIES X	854	854	19
170	MONGODB- SERIES X	4,269	4,269	97
177	MONGO DB	115,000	115,000	2,500
177	MONGO DB	299,000	299,000	6,500
195	MONGO DB	25,000	25,000	544
209	MONGODB- SERIES X	427	427	10
221	MONGODB- SERIES X	2,134	2,134	49
223	MONGODB- SERIES X	427	427	10
224	MONGODB- SERIES X	213	213	5
231	MONGO DB	10,000	9,200	209
231	MONGODB- SERIES X	854	854	19
231	MONGODB- SERIES X	427	427	10
231	MONGODB- SERIES X	427	427	10
235	MONGODB- SERIES X	640	640	15
243	MONGODB- SERIES X	427	427	10
276	MONGODB- SERIES X	128	128	3
303	MONGO DB	78,413	74,492	1,693
304	MONGODB- SERIES X	1,067	1,067	24
308	MONGODB- SERIES X	427	427	10
311	MONGO DB	23,913	22,000	500
311	MONGODB- SERIES X	427	427	10
312	MONGO DB	100,000	100,000	2,500
312	MONGO DB	150,000	147,000	3,341
312	MONGODB- SERIES X	2,134	2,134	49
315	MONGODB- SERIES X	427	427	10
323	MONGODB- SERIES X	854	854	19
327	MONGODB- SERIES X	640	640	15
331	MONGO DB	11,000	11,000	250

TOTAL

1,002,322

22,171

*\*The Receiver reserves the right to object to claims as her investigation and review of claims is ongoing.*

*\*Shares are calculated post-split*



# Exhibit 11

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
1	PALANTIR TECHNOLOGIES INC.	25,000	25,000	9,259
1	PALANTIR TECHNOLOGIES INC.	2,500	2,500	357
2	PALANTIR TECHNOLOGIES INC.	100,000	99,000	16,203
4	PALANTIR TECHNOLOGIES INC.	20,000	18,400	2,629
5	PALANTIR TECHNOLOGIES INC.	50,000	50,000	14,706
5	PALANTIR TECHNOLOGIES INC.	50,000	46,000	6,571
5	PALANTIR TECHNOLOGIES INC.	50,000	46,000	6,815
5	PALANTIR TECHNOLOGIES INC.	50,000	50,000	7,407
6	PALANTIR TECHNOLOGIES INC.	30,435	28,000	4,000
8	PALANTIR TECHNOLOGIES INC.	301,600	301,600	41,600
8	PALANTIR TECHNOLOGIES INC.	204,000	204,000	60,000
9	PALANTIR TECHNOLOGIES INC.	50,000	46,000	6,571
9	PALANTIR TECHNOLOGIES INC.	100,000	100,000	13,514
9	PALANTIR TECHNOLOGIES INC.	160,000	147,200	21,029
14	PALANTIR TECHNOLOGIES INC.	7,500	7,350	948
15	PALANTIR TECHNOLOGIES INC.	30,000	29,400	4,812
18	PALANTIR TECHNOLOGIES INC.	50,000	46,000	6,571
19	PALANTIR TECHNOLOGIES INC.	42,120	41,277	5,326
19	PALANTIR TECHNOLOGIES INC.	50,310	46,285	6,857
21	PALANTIR TECHNOLOGIES INC.	40,000	39,200	6,031
22	PALANTIR TECHNOLOGIES INC.	30,000	30,000	8,824
23	PALANTIR- SADDLE RIVER BIG 10	7,377	6,787	1,697
24	PALANTIR TECHNOLOGIES INC.	23,438	22,500	3,000
24	PALANTIR TECHNOLOGIES INC.	25,109	23,100	3,000
24	PALANTIR TECHNOLOGIES INC.	32,500	29,900	4,983
24	PALANTIR TECHNOLOGIES INC.	35,000	32,200	4,600
24	PALANTIR TECHNOLOGIES INC.	39,639	39,639	5,285
25	PALANTIR TECHNOLOGIES INC.	100,000	92,000	30,667
28	PALANTIR TECHNOLOGIES INC.	14,000	12,880	1,840
28	PALANTIR TECHNOLOGIES INC.	31,250	28,750	4,423
29	PALANTIR- SADDLE RIVER BIG 10	30,000	29,400	7,350
29	PALANTIR TECHNOLOGIES INC.	126,316	120,000	20,000
30	PALANTIR TECHNOLOGIES INC.	65,263	62,000	8,000
31	PALANTIR TECHNOLOGIES INC.	26,000	26,000	9,630
32	PALANTIR TECHNOLOGIES INC.	26,000	26,000	9,630
35	PALANTIR TECHNOLOGIES INC.	25,000	23,000	3,407
36	PALANTIR TECHNOLOGIES INC.	70,000	70,000	10,000
37	PALANTIR- SADDLE RIVER BIG 10	10,000	9,200	2,300
37	PALANTIR TECHNOLOGIES INC.	30,000	27,600	4,517
37	PALANTIR TECHNOLOGIES INC.	50,000	46,000	13,143
37	PALANTIR TECHNOLOGIES INC.	32,609	30,000	5,000
37	PALANTIR TECHNOLOGIES INC.	46,500	46,500	6,000
37	PALANTIR TECHNOLOGIES INC.	69,231	67,500	10,000
37	PALANTIR TECHNOLOGIES INC.	71,053	67,500	8,438
37	PALANTIR TECHNOLOGIES INC.	80,000	73,600	10,514
37	PALANTIR TECHNOLOGIES INC.	152,000	139,840	23,307
38	PALANTIR TECHNOLOGIES INC.	250,000	230,000	32,857
40	PALANTIR TECHNOLOGIES INC.	25,000	25,000	3,125
43	PALANTIR TECHNOLOGIES INC.	120,000	120,000	20,000

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
43	PALANTIR TECHNOLOGIES INC.	301,270	301,270	43,039
43	PALANTIR TECHNOLOGIES INC.	100,000	100,000	37,037
44	PALANTIR TECHNOLOGIES INC.	25,000	25,000	7,143
44	PALANTIR TECHNOLOGIES INC.	75,000	72,000	12,000
45	PALANTIR TECHNOLOGIES INC.	100,000	98,000	16,039
46	PALANTIR TECHNOLOGIES INC.	300,000	276,000	92,000
46	PALANTIR TECHNOLOGIES INC.	150,000	150,000	20,000
46	PALANTIR TECHNOLOGIES INC.	500,000	500,000	71,429
47	PALANTIR TECHNOLOGIES INC.	190,000	174,800	43,700
48	PALANTIR TECHNOLOGIES INC.	106,890	100,477	14,354
51	PALANTIR TECHNOLOGIES INC.	200,000	184,000	61,333
52	PALANTIR TECHNOLOGIES INC.	10,000	9,800	2,450
52	PALANTIR TECHNOLOGIES INC.	20,000	19,600	4,900
54	PALANTIR TECHNOLOGIES INC.	20,000	20,000	2,857
55	PALANTIR TECHNOLOGIES INC.	56,828	54,839	20,311
57	PALANTIR TECHNOLOGIES INC.	10,000	9,800	2,450
59	PALANTIR TECHNOLOGIES INC.	9,200	9,200	2,629
61	PALANTIR TECHNOLOGIES INC.	1,686,177	1,561,275	231,300
64	PALANTIR TECHNOLOGIES INC.	75,000	69,000	9,714
65	PALANTIR TECHNOLOGIES INC.	85,000	85,000	10,625
65	PALANTIR TECHNOLOGIES INC.	211,957	195,000	30,000
65	PALANTIR TECHNOLOGIES INC.	162,500	149,500	23,000
65	PALANTIR TECHNOLOGIES INC.	113,044	104,000	16,000
69	PALANTIR TECHNOLOGIES INC.	35,000	35,000	10,294
69	PALANTIR TECHNOLOGIES INC.	15,500	15,500	2,000
70	PALANTIR TECHNOLOGIES INC.	100,000	96,500	14,846
71	PALANTIR TECHNOLOGIES INC.	7,337	6,750	1,000
71	PALANTIR TECHNOLOGIES INC.	7,653	7,500	1,000
72	PALANTIR TECHNOLOGIES INC.	50,000	46,000	11,500
72	PALANTIR TECHNOLOGIES INC.	65,000	59,800	17,086
72	PALANTIR TECHNOLOGIES INC.	76,087	70,000	10,000
72	PALANTIR TECHNOLOGIES INC.	250,000	230,000	32,857
73	PALANTIR TECHNOLOGIES INC.	350,000	350,000	50,000
74	PALANTIR TECHNOLOGIES INC.	20,000	18,400	2,300
75	PALANTIR TECHNOLOGIES INC.	10,204	10,000	1,290
76	PALANTIR TECHNOLOGIES INC.	50,000	46,000	6,571
77	PALANTIR TECHNOLOGIES INC.	10,000	9,200	2,629
78	PALANTIR TECHNOLOGIES INC.	141,304	130,000	20,000
79	PALANTIR TECHNOLOGIES INC.	25,000	23,000	5,750
81	PALANTIR TECHNOLOGIES INC.	100,000	92,000	13,630
81	PALANTIR TECHNOLOGIES INC.	100,000	100,000	12,903
81	PALANTIR TECHNOLOGIES INC.	150,000	138,000	19,714
82	PALANTIR TECHNOLOGIES INC.	25,000	25,000	5,000
84	PALANTIR TECHNOLOGIES INC.	25,000	23,000	2,875
84	PALANTIR TECHNOLOGIES INC.	54,348	50,000	6,250
85	PALANTIR TECHNOLOGIES INC.	99,973	92,475	13,700
87	PALANTIR TECHNOLOGIES INC.	7,500	7,500	1,000
87	PALANTIR TECHNOLOGIES INC.	15,218	14,001	2,000
89	PALANTIR TECHNOLOGIES INC.	27,000	24,840	9,200

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
89	PALANTIR TECHNOLOGIES INC.	72,720	71,993	11,999
91	PALANTIR TECHNOLOGIES INC.	50,000	50,000	14,286
92	PALANTIR TECHNOLOGIES INC.	50,000	46,000	6,571
94	PALANTIR TECHNOLOGIES INC.	107,143	105,000	14,000
95	PALANTIR TECHNOLOGIES INC.	99,980	99,980	13,331
96	PALANTIR TECHNOLOGIES INC.	50,000	46,000	5,935
97	PALANTIR TECHNOLOGIES INC.	25,000	24,500	4,083
97	PALANTIR TECHNOLOGIES INC.	25,000	25,000	3,704
98	PALANTIR TECHNOLOGIES INC.	400,000	368,000	54,519
99	PALANTIR TECHNOLOGIES INC.	20,000	20,000	6,667
100	PALANTIR TECHNOLOGIES INC.	38,043	35,000	11,667
101	PALANTIR TECHNOLOGIES INC.	102,000	100,011	28,575
101	PALANTIR TECHNOLOGIES INC.	153,000	149,940	21,420
101	PALANTIR TECHNOLOGIES INC.	153,062	150,001	22,222
102	PALANTIR TECHNOLOGIES INC.	2,717	2,500	357
103	PALANTIR TECHNOLOGIES INC.	100,000	92,000	14,154
104	PALANTIR TECHNOLOGIES INC.	30,000	27,600	4,600
104	PALANTIR TECHNOLOGIES INC.	40,000	36,800	9,200
107	PALANTIR TECHNOLOGIES INC.	20,000	19,200	3,200
107	PALANTIR TECHNOLOGIES INC.	45,000	42,300	6,043
108	PALANTIR TECHNOLOGIES INC.	24,955	22,959	3,280
110	PALANTIR TECHNOLOGIES INC.	387,500	387,500	50,000
113	PALANTIR TECHNOLOGIES INC.	100,000	92,000	13,143
115	PALANTIR TECHNOLOGIES INC.	36,685	33,750	5,000
116	PALANTIR- SADDLE RIVER BIG 10	10,000	9,400	2,350
116	PALANTIR TECHNOLOGIES INC.	100,000	92,000	13,630
116	PALANTIR TECHNOLOGIES INC.	100,000	95,000	14,615
116	PALANTIR TECHNOLOGIES INC.	100,000	100,000	13,333
116	PALANTIR TECHNOLOGIES INC.	100,000	100,000	11,765
119	PALANTIR TECHNOLOGIES INC.	25,000	25,000	3,571
121	PALANTIR TECHNOLOGIES INC.	15,000	13,800	2,123
122	PALANTIR TECHNOLOGIES INC.	50,000	46,000	15,333
124	PALANTIR TECHNOLOGIES INC.	10,000	9,500	1,583
125	PALANTIR TECHNOLOGIES INC.	100,000	92,000	34,074
126	PALANTIR TECHNOLOGIES INC.	50,000	46,000	7,667
128	PALANTIR TECHNOLOGIES INC.	50,000	50,000	7,143
128	PALANTIR TECHNOLOGIES INC.	200,000	200,000	74,074
131	PALANTIR TECHNOLOGIES INC.	61,100	59,878	9,800
132	PALANTIR TECHNOLOGIES INC.	50,000	46,000	7,077
133	PALANTIR TECHNOLOGIES INC.	100,000	100,000	14,286
134	PALANTIR TECHNOLOGIES INC.	100,000	92,000	14,154
135	PALANTIR TECHNOLOGIES INC.	75,000	75,000	18,750
136	PALANTIR TECHNOLOGIES INC.	1,700	1,700	243
136	PALANTIR TECHNOLOGIES INC.	41,907	38,555	5,508
138	PALANTIR TECHNOLOGIES INC.	50,000	50,000	13,587
139	PALANTIR TECHNOLOGIES INC.	10,500	9,975	2,850
141	PALANTIR TECHNOLOGIES INC.	100,000	100,000	11,905
142	PALANTIR TECHNOLOGIES INC.	32,500	31,850	4,900
144	PALANTIR TECHNOLOGIES INC.	50,000	46,000	11,500

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
144	PALANTIR TECHNOLOGIES INC.	50,000	46,000	7,667
145	PALANTIR TECHNOLOGIES INC.	187,500	187,500	25,000
146	PALANTIR TECHNOLOGIES INC.	150,000	138,000	46,000
146	PALANTIR TECHNOLOGIES INC.	200,000	184,000	61,333
153	PALANTIR TECHNOLOGIES INC.	20,000	20,000	2,857
153	PALANTIR TECHNOLOGIES INC.	50,000	50,000	7,407
154	PALANTIR TECHNOLOGIES INC.	150,000	138,000	22,586
155	PALANTIR TECHNOLOGIES INC.	25,000	23,750	6,985
155	PALANTIR TECHNOLOGIES INC.	63,158	60,000	10,000
157	PALANTIR TECHNOLOGIES INC.	40,000	36,800	10,514
160	PALANTIR TECHNOLOGIES INC.	14,000	12,880	2,147
161	PALANTIR TECHNOLOGIES INC.	10,000	9,500	1,583
162	PALANTIR TECHNOLOGIES INC.	400,000	400,000	57,143
163	PALANTIR TECHNOLOGIES INC.	10,000	9,500	1,583
164	PALANTIR TECHNOLOGIES INC.	8,153	7,501	1,072
164	PALANTIR TECHNOLOGIES INC.	75,000	69,000	10,615
165	PALANTIR TECHNOLOGIES INC.	20,000	18,400	3,067
166	PALANTIR TECHNOLOGIES INC.	7,061	6,496	928
166	PALANTIR TECHNOLOGIES INC.	25,000	23,000	3,833
166	PALANTIR TECHNOLOGIES INC.	40,000	36,800	9,200
168	PALANTIR TECHNOLOGIES INC.	10,000	9,200	1,363
169	PALANTIR TECHNOLOGIES INC.	32,000	29,440	8,411
170	PALANTIR- SADDLE RIVER BIG 10	25,000	24,500	6,125
170	PALANTIR TECHNOLOGIES INC.	100,000	92,000	13,143
170	PALANTIR TECHNOLOGIES INC.	250,000	250,000	35,714
171	PALANTIR TECHNOLOGIES INC.	120,000	110,400	18,400
172	PALANTIR TECHNOLOGIES INC.	93,500	86,020	21,505
173	PALANTIR TECHNOLOGIES INC.	50,000	49,000	8,020
174	PALANTIR TECHNOLOGIES INC.	25,000	23,000	5,750
174	PALANTIR TECHNOLOGIES INC.	38,044	35,000	5,000
174	PALANTIR TECHNOLOGIES INC.	100,000	92,000	26,286
175	PALANTIR TECHNOLOGIES INC.	10,000	9,800	2,450
175	PALANTIR TECHNOLOGIES INC.	19,375	19,375	2,500
176	PALANTIR TECHNOLOGIES INC.	23,250	23,250	3,000
176	PALANTIR TECHNOLOGIES INC.	70,653	65,001	10,000
177	PALANTIR TECHNOLOGIES INC.	200,000	200,000	28,571
177	PALANTIR TECHNOLOGIES INC.	250,000	250,000	35,714
177	PALANTIR TECHNOLOGIES INC.	400,000	400,000	50,000
179	PALANTIR TECHNOLOGIES INC.	25,000	23,000	3,407
180	PALANTIR TECHNOLOGIES INC.	7,750	7,750	1,000
180	PALANTIR TECHNOLOGIES INC.	10,000	9,800	2,450
181	PALANTIR TECHNOLOGIES INC.	12,500	12,500	1,786
181	PALANTIR TECHNOLOGIES INC.	25,000	23,000	3,286
182	PALANTIR TECHNOLOGIES INC.	27,000	27,000	10,000
183	PALANTIR TECHNOLOGIES INC.	15,000	15,000	4,412
184	PALANTIR TECHNOLOGIES INC.	173,914	160,001	20,000
185	PALANTIR TECHNOLOGIES INC.	100,000	97,000	28,529
185	PALANTIR TECHNOLOGIES INC.	100,000	100,000	37,037
185	PALANTIR TECHNOLOGIES INC.	50,000	49,250	7,296

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
185	PALANTIR TECHNOLOGIES INC.	50,000	48,500	14,265
185	PALANTIR TECHNOLOGIES INC.	50,000	50,000	18,519
185	PALANTIR TECHNOLOGIES INC.	50,000	49,250	7,296
186	PALANTIR TECHNOLOGIES INC.	10,000	9,200	3,407
186	PALANTIR TECHNOLOGIES INC.	34,000	34,000	10,000
188	PALANTIR TECHNOLOGIES INC.	13,000	12,740	1,960
189	PALANTIR TECHNOLOGIES INC.	37,500	37,500	5,000
189	PALANTIR TECHNOLOGIES INC.	75,000	75,000	10,000
189	PALANTIR TECHNOLOGIES INC.	370,000	370,000	50,000
190	PALANTIR TECHNOLOGIES INC.	20,000	18,400	2,629
190	PALANTIR TECHNOLOGIES INC.	25,000	23,000	5,750
190	PALANTIR TECHNOLOGIES INC.	20,650	18,998	2,714
190	PALANTIR TECHNOLOGIES INC.	25,000	23,000	3,538
191	PALANTIR TECHNOLOGIES INC.	25,000	23,000	3,538
192	PALANTIR TECHNOLOGIES INC.	20,000	20,000	6,667
192	PALANTIR TECHNOLOGIES INC.	50,000	50,000	16,667
195	PALANTIR TECHNOLOGIES INC.	25,000	23,000	3,407
199	PALANTIR TECHNOLOGIES INC.	52,150	51,107	15,031
200	PALANTIR TECHNOLOGIES INC.	5,000	5,000	714
200	PALANTIR TECHNOLOGIES INC.	10,200	9,996	1,636
200	PALANTIR TECHNOLOGIES INC.	15,300	14,994	2,221
201	PALANTIR TECHNOLOGIES INC.	100,000	92,000	13,143
203	PALANTIR- SADDLE RIVER BIG 10	10,000	9,200	2,300
203	PALANTIR TECHNOLOGIES INC.	150,000	138,000	19,714
206	PALANTIR TECHNOLOGIES INC.	25,000	23,000	3,538
207	PALANTIR TECHNOLOGIES INC.	5,900	5,428	2,010
208	PALANTIR TECHNOLOGIES INC.	67,500	67,500	25,000
209	PALANTIR- SADDLE RIVER BIG 10	7,000	6,860	1,715
209	PALANTIR TECHNOLOGIES INC.	75,000	75,000	8,824
209	PALANTIR TECHNOLOGIES INC.	100,000	96,000	16,000
210	PALANTIR TECHNOLOGIES INC.	10,000	9,800	2,450
211	PALANTIR TECHNOLOGIES INC.	100,000	92,000	30,667
212	PALANTIR TECHNOLOGIES INC.	36,000	33,120	12,267
212	PALANTIR TECHNOLOGIES INC.	12,000	11,040	4,089
213	PALANTIR TECHNOLOGIES INC.	10,000	10,000	1,290
214	PALANTIR TECHNOLOGIES INC.	12,000	11,040	4,089
216	PALANTIR TECHNOLOGIES INC.	100,000	92,000	13,143
217	PALANTIR TECHNOLOGIES INC.	200,000	200,000	74,074
218	PALANTIR TECHNOLOGIES INC.	57,446	56,297	20,851
221	PALANTIR TECHNOLOGIES INC.	105,000	96,600	13,800
222	PALANTIR TECHNOLOGIES INC.	100,000	92,000	14,154
223	PALANTIR TECHNOLOGIES INC.	25,000	23,000	3,286
225	PALANTIR TECHNOLOGIES INC.	99,975	91,977	30,659
225	PALANTIR TECHNOLOGIES INC.	50,000	47,500	13,571
226	PALANTIR TECHNOLOGIES INC.	43,189	39,734	13,245
226	PALANTIR TECHNOLOGIES INC.	25,000	23,000	8,519
226	PALANTIR TECHNOLOGIES INC.	25,000	23,000	8,519
228	PALANTIR TECHNOLOGIES INC.	10,000	9,200	1,363
229	PALANTIR TECHNOLOGIES INC.	53,684	51,000	6,000

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
230	PALANTIR TECHNOLOGIES INC.	25,000	23,000	3,538
231	PALANTIR- SADDLE RIVER BIG 10	10,000	9,800	2,450
231	PALANTIR TECHNOLOGIES INC.	40,000	40,000	5,714
231	PALANTIR TECHNOLOGIES INC.	54,000	54,000	8,000
231	PALANTIR TECHNOLOGIES INC.	62,000	62,000	8,000
234	PALANTIR TECHNOLOGIES INC.	68,250	64,838	9,975
235	PALANTIR- SADDLE RIVER BIG 10	15,000	14,700	3,675
235	PALANTIR TECHNOLOGIES INC.	100,000	100,000	33,333
236	PALANTIR TECHNOLOGIES INC.	25,000	23,000	3,407
236	PALANTIR TECHNOLOGIES INC.	100,000	92,000	10,824
238	PALANTIR TECHNOLOGIES INC.	25,000	23,000	3,538
238	PALANTIR TECHNOLOGIES INC.	50,000	46,000	7,667
238	PALANTIR TECHNOLOGIES INC.	25,000	24,500	3,161
239	PALANTIR TECHNOLOGIES INC.	25,000	23,000	7,667
239	PALANTIR TECHNOLOGIES INC.	25,000	23,750	6,786
239	PALANTIR TECHNOLOGIES INC.	20,000	20,000	2,857
239	PALANTIR TECHNOLOGIES INC.	30,000	27,600	4,089
240	PALANTIR TECHNOLOGIES INC.	75,000	69,000	9,857
241	PALANTIR TECHNOLOGIES INC.	110,055	101,251	15,000
242	PALANTIR TECHNOLOGIES INC.	62,791	57,768	19,256
242	PALANTIR TECHNOLOGIES INC.	20,000	18,400	5,257
242	PALANTIR TECHNOLOGIES INC.	50,000	46,000	6,571
242	PALANTIR TECHNOLOGIES INC.	50,000	50,000	7,143
243	PALANTIR- SADDLE RIVER BIG 10	10,500	10,290	2,573
244	PALANTIR TECHNOLOGIES INC.	30,000	28,500	8,143
244	PALANTIR TECHNOLOGIES INC.	30,000	28,500	8,143
245	PALANTIR TECHNOLOGIES INC.	50,000	46,000	15,333
246	PALANTIR- SADDLE RIVER BIG 10	10,000	9,800	2,450
247	PALANTIR TECHNOLOGIES INC.	997,620	997,620	324,489
247	PALANTIR TECHNOLOGIES INC.	270,000	270,000	100,000
248	PALANTIR TECHNOLOGIES INC.	200,000	184,000	28,308
249	PALANTIR TECHNOLOGIES INC.	5,000	5,000	741
249	PALANTIR TECHNOLOGIES INC.	50,000	46,000	6,571
250	PALANTIR TECHNOLOGIES INC.	50,000	46,000	6,571
250	PALANTIR TECHNOLOGIES INC.	50,000	50,000	6,250
251	PALANTIR TECHNOLOGIES INC.	50,000	49,000	6,323
252	PALANTIR TECHNOLOGIES INC.	50,000	46,000	6,571
253	PALANTIR TECHNOLOGIES INC.	30,000	30,000	4,444
254	PALANTIR TECHNOLOGIES INC.	250,000	245,000	33,793
255	PALANTIR TECHNOLOGIES INC.	70,652	65,000	10,000
255	PALANTIR TECHNOLOGIES INC.	70,652	65,000	10,000
256	PALANTIR TECHNOLOGIES INC.	30,000	28,500	8,143
257	PALANTIR TECHNOLOGIES INC.	25,000	23,000	3,833
257	PALANTIR TECHNOLOGIES INC.	15,000	15,000	4,412
257	PALANTIR TECHNOLOGIES INC.	5,000	4,900	754
261	PALANTIR TECHNOLOGIES INC.	75,000	69,000	23,000
262	PALANTIR TECHNOLOGIES INC.	35,000	32,200	11,926
263	PALANTIR TECHNOLOGIES INC.	10,000	10,000	1,429
264	PALANTIR TECHNOLOGIES INC.	34,200	31,464	4,495

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
265	PALANTIR TECHNOLOGIES INC.	24,980	22,982	3,283
266	PALANTIR TECHNOLOGIES INC.	82,106	78,001	13,000
267	PALANTIR TECHNOLOGIES INC.	100,000	98,000	14,000
268	PALANTIR TECHNOLOGIES INC.	50,000	48,750	7,222
268	PALANTIR TECHNOLOGIES INC.	100,000	100,000	13,333
274	PALANTIR TECHNOLOGIES INC.	8,750	8,050	2,300
274	PALANTIR TECHNOLOGIES INC.	5,296	4,872	696
277	PALANTIR TECHNOLOGIES INC.	100,000	92,000	14,154
277	PALANTIR TECHNOLOGIES INC.	50,000	50,000	8,333
277	PALANTIR TECHNOLOGIES INC.	100,000	92,000	13,143
279	PALANTIR TECHNOLOGIES INC.	10,000	9,800	2,450
279	PALANTIR TECHNOLOGIES INC.	20,000	20,000	2,581
281	PALANTIR TECHNOLOGIES INC.	40,000	38,000	10,857
281	PALANTIR TECHNOLOGIES INC.	25,000	23,000	6,571
282	PALANTIR TECHNOLOGIES INC.	25,000	23,000	6,571
283	PALANTIR TECHNOLOGIES INC.	100,000	97,000	13,857
285	PALANTIR TECHNOLOGIES INC.	50,000	46,000	15,333
285	PALANTIR TECHNOLOGIES INC.	50,000	46,000	15,333
285	PALANTIR TECHNOLOGIES INC.	25,000	23,000	8,519
285	PALANTIR TECHNOLOGIES INC.	25,000	23,000	3,286
285	PALANTIR TECHNOLOGIES INC.	40,000	36,800	5,257
286	PALANTIR TECHNOLOGIES INC.	525,914	N/A	55,571
287	PALANTIR TECHNOLOGIES INC.	25,000	23,000	3,538
290	PALANTIR TECHNOLOGIES INC.	56,507	51,986	7,998
291	PALANTIR TECHNOLOGIES INC.	20,000	20,000	2,581
292	PALANTIR TECHNOLOGIES INC.	76,500	70,380	20,109
293	PALANTIR TECHNOLOGIES INC.	150,000	150,000	21,429
294	PALANTIR TECHNOLOGIES INC.	30,000	27,600	3,943
295	PALANTIR TECHNOLOGIES INC.	50,000	46,000	13,143
296	PALANTIR TECHNOLOGIES INC.	300,000	276,000	69,000
297	PALANTIR TECHNOLOGIES INC.	100,000	96,000	14,222
297	PALANTIR TECHNOLOGIES INC.	100,000	100,000	14,286
299	PALANTIR TECHNOLOGIES INC.	25,000	25,000	9,259
300	PALANTIR TECHNOLOGIES INC.	7,000	6,440	1,840
301	PALANTIR TECHNOLOGIES INC.	1,475,500	1,475,500	227,000
302	PALANTIR TECHNOLOGIES INC.	10,000	9,500	1,583
304	PALANTIR- SADDLE RIVER BIG 10	20,000	19,600	4,900
304	PALANTIR TECHNOLOGIES INC.	20,000	18,400	6,815
304	PALANTIR TECHNOLOGIES INC.	30,000	27,600	8,118
304	PALANTIR TECHNOLOGIES INC.	50,000	50,000	14,706
304	PALANTIR TECHNOLOGIES INC.	100,000	98,000	16,039
304	PALANTIR TECHNOLOGIES INC.	50,000	49,000	7,538
306	PALANTIR TECHNOLOGIES INC.	107,000	98,440	15,145
307	PALANTIR TECHNOLOGIES INC.	20,000	20,000	2,381
307	PALANTIR TECHNOLOGIES INC.	30,000	30,000	3,571
309	PALANTIR TECHNOLOGIES INC.	10,000	9,500	1,583
310	PALANTIR TECHNOLOGIES INC.	150,000	150,000	55,556
311	PALANTIR TECHNOLOGIES INC.	30,000	27,600	9,200
311	PALANTIR TECHNOLOGIES INC.	25,000	23,000	8,519



INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
311	PALANTIR TECHNOLOGIES INC.	33,703	32,017	4,743
312	PALANTIR TECHNOLOGIES INC.	100,000	92,000	30,667
312	PALANTIR TECHNOLOGIES INC.	125,000	115,000	46,000
312	PALANTIR TECHNOLOGIES INC.	275,000	275,000	94,828
312	PALANTIR TECHNOLOGIES INC.	250,000	245,000	61,250
312	PALANTIR TECHNOLOGIES INC.	250,000	245,000	37,692
312	PALANTIR TECHNOLOGIES INC.	500,000	500,000	66,667
312	PALANTIR TECHNOLOGIES INC.	102,041	100,000	14,286
312	PALANTIR TECHNOLOGIES INC.	400,000	400,000	57,143
313	PALANTIR TECHNOLOGIES INC.	15,000	13,800	2,259
315	PALANTIR TECHNOLOGIES INC.	100,000	94,000	13,429
315	PALANTIR TECHNOLOGIES INC.	100,000	100,000	14,286
316	PALANTIR TECHNOLOGIES INC.	50,000	46,000	5,750
316	PALANTIR TECHNOLOGIES INC.	100,000	92,000	14,154
317	PALANTIR TECHNOLOGIES INC.	50,000	46,000	7,667
320	PALANTIR TECHNOLOGIES INC.	20,000	19,000	2,714
321	PALANTIR TECHNOLOGIES INC.	20,000	18,400	4,600
322	PALANTIR TECHNOLOGIES INC.	9,985	9,186	1,531
324	PALANTIR TECHNOLOGIES INC.	17,700	16,284	2,714
327	PALANTIR TECHNOLOGIES INC.	63,158	60,000	10,000
327	PALANTIR TECHNOLOGIES INC.	126,316	120,000	30,000
327	PALANTIR TECHNOLOGIES INC.	127,500	127,500	15,000
327	PALANTIR TECHNOLOGIES INC.	159,000	159,000	20,000
327	PALANTIR TECHNOLOGIES INC.	303,750	303,750	45,000
327	PALANTIR TECHNOLOGIES INC.	345,000	345,000	46,000
328	PALANTIR TECHNOLOGIES INC.	10,075	10,075	1,300
328	PALANTIR TECHNOLOGIES INC.	15,000	14,700	3,675
329	PALANTIR TECHNOLOGIES INC.	15,000	14,700	1,897
330	PALANTIR TECHNOLOGIES INC.	75,000	75,000	10,000
331	PALANTIR TECHNOLOGIES INC.	21,600	21,600	8,000
332	PALANTIR TECHNOLOGIES INC.	800,000	760,000	116,923
333	PALANTIR TECHNOLOGIES INC.	75,000	75,000	10,000
334	PALANTIR TECHNOLOGIES INC.	25,000	24,000	3,429
335	PALANTIR TECHNOLOGIES INC.	74,000	74,000	10,000
TOTAL		<u>32,551,706</u>		<u>5,895,853</u>

\*The Receiver reserves the right to object to claims as her investigation and review of claims is ongoing.

# Exhibit 12

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
5	PINTEREST, INC.	50,000	50,000	1,984
37	PINTEREST, INC.	23,470	23,000	1,022
146	PINTEREST, INC.	100,000	100,000	3,968
189	PINTEREST, INC.	15,000	15,000	667
223	PINTEREST, INC.	10,000	9,200	365
231	PINTEREST, INC.	40,000	39,200	1,766
242	PINTEREST, INC.	25,000	24,500	972
268	PINTEREST, INC.	77,000	77,000	3,056
299	PINTEREST, INC.	10,000	10,000	397
312	PINTEREST, INC.	200,000	200,000	9,009
TOTAL		550,470		23,206

*\*The Receiver reserves the right to object to claims as her investigation and review of claims is ongoing.*

*\*Shares are calculated post-split*

# Exhibit 13

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
162	SNAPCHAT	204,107	200,025	11,430
189	SNAPCHAT	35,000	35,000	2,000
299	SNAPCHAT	10,714	10,500	600
312	SNAPCHAT	300,000	300,000	17,143
TOTAL		<u>549,821</u>		<u>31,173</u>

*\*The Receiver reserves the right to object to claims as her investigation and review of claims is ongoing.*

*\*Shares are calculated post-split*

# Exhibit 14

INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
37	UBER TECHNOLOGIES, INC	19,388	19,000	500
TOTAL		<u>19,388</u>		<u>500</u>

*\*The Receiver reserves the right to object to claims as her investigation and review of claims is ongoing.*

# Exhibit 15



INVESTOR ID #	INTENDED INVESTMENT	GROSS INVESTMENT	NET INVESTMENT	ALLOWED SHARES CLAIM*
23	ZOCDOC- SADDLE RIVER BIG 10	7,377	6,787	399
29	ZOCDOC- SADDLE RIVER BIG 10	30,000	29,400	1,729
37	ZOCDOC- SADDLE RIVER BIG 10	10,000	9,200	541
50	ZOCDOC- SADDLE RIVER BIG 10	2,500	2,450	1,729
116	ZOCDOC- SADDLE RIVER BIG 10	10,000	9,400	553
170	ZOCDOC- SADDLE RIVER BIG 10	25,000	24,500	1,441
203	ZOCDOC- SADDLE RIVER BIG 10	10,000	9,200	541
209	ZOCDOC- SADDLE RIVER BIG 10	7,000	6,860	404
231	ZOCDOC- SADDLE RIVER BIG 10	10,000	9,800	576
235	ZOCDOC- SADDLE RIVER BIG 10	15,000	14,700	865
243	ZOCDOC- SADDLE RIVER BIG 10	10,500	10,290	605
246	ZOCDOC- SADDLE RIVER BIG 10	10,000	9,800	576
304	ZOCDOC- SADDLE RIVER BIG 10	20,000	19,600	1,153
304	ZOCDOC, INC.	87,218	80,240	4,720
312	ZOCDOC, INC.	100,000	98,000	5,765
TOTAL		<u>354,594</u>	<u></u>	<u>21,598</u>

\*The Receiver reserves the right to object to claims as her investigation and review of claims is ongoing.