IN THE UNITED STATES DISTRICT COURT DISTRICT OF MINNESOTA

U.S. COMMODITY FUTURES
TRADING COMMISSION,
Plaintiff,

v. Case No. 09-cv-3332 (MJD/FLN)

TREVOR COOK et al.,

Defendants,

R.J. ZAYED,

Receiver.

UNITED STATES SECURITIES AND EXCHANGE COMMISSION, Plaintiff,

v. Case No. 09-cv-3333 (MJD/FLN)

TREVOR G. COOK, et al.,

Defendants,

R.J. ZAYED,

Receiver.

UNITED STATES SECURITIES AND EXCHANGE COMMISSION, Plaintiff,

v. Case No. 11-cv-574 (MJD/FLN)

JASON BO-ALAN BECKMAN, et al., Defendants,

R.J. ZAYED,

Receiver.

DECLARATION OF TARA NORGARD IN SUPPORT OF RECEIVER'S MOTION FOR AN ORDER APPROVING SEVENTH INTERIM DISTRIBUTION AND PAYMENT OF CONTINGENT FEE COUNSEL

I, Tara Norgard, hereby declare:

- 1. I am an attorney with the firm of Carlson, Caspers, Vandenburgh, Lindquist & Schuman. I submit this declaration in support of the Receiver's Motion for an Order Approving Seventh Interim Distribution and Payment of Contingent Fee Counsel. This declaration is submitted on my personal knowledge, except as otherwise indicated.
- 2. The distribution rate for the Receiver's proposed Seventh Interim Distribution will be approximately 0.77%, which will bring the total distribution rate todate to 6.87%, or approximately seven cents for every dollar lost to the fraud. The Receiver's payments to victims in the proposed Seventh Interim Distribution will range from \$34.49 to \$40,085.19, with an average distribution amount of \$1,392.21.
- 3. Due to the Receivership's finite and limited resources, the Receiver negotiated a structure with the law firm of Reid, Collins & Tsai ("Reid Collins") whereby they would pursue the claims in exchange for a fair and reasonable contingency fee to be paid from the proceeds of a judgment or settlement. The Reid Collins firm agreed to compensation in the form of 30% of any recoveries obtained through a settlement, judgment or other resolution of a claim after formal litigation proceedings were commenced on a matter on the Receiver's behalf. The Reid Collins firm further agreed to pay all out-of-pocket expenses necessary to perform their representation without reimbursement from the Receiver.

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

Dated: December 9, 2014 <u>s/Tara Norgard</u>

Tara Norgard