

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.

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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.

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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.

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

I, Tara C. Norgard, hereby declare:

1. I am an attorney with the firm of Carlson, Caspers, Vandenburg & Lindquist, PA. I submit this declaration in support of the Receivers' Motion for an Order Approving Ninth Interim Distribution and Payment of Contingent Fee Counsel in the Associated Bank Action. This declaration is submitted on my personal knowledge, except as otherwise indicated.

2. The distribution rate for the Receivers' proposed Ninth Interim Distribution, will be approximately 0.5%, which will bring the total distribution rate to-date to 7.7%, or approximately eight cents for every dollar lost to the fraud. The Receiver's payments to victims in the proposed Ninth Interim Distribution will range from \$37.50 to \$29,804.80, with an average distribution amount of \$1,041.67. With the proposed Ninth Interim Distribution, the Receiver's total distributions to victims of the fraud to-date would be \$11,297,992.51.

3. Due to the Receivership's finite and limited resources, the Receiver negotiated a structure with the law firms of Mr. Keith A. Vogt, Esq., Flachsbart & Greenspoon, LLC, and McVey & Parsky, LLC (collectively "Contingent Fee Counsel") 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. Contingent Fee Counsel 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. Contingent Fee Counsel further agreed to pay all out-of-pocket expenses necessary to perform their representation without reimbursement from the Receiver.

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

Dated: April 5, 2019

*s/Tara C. Norgard*  
Tara C. Norgard