

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT**

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POPTECH, L.P., individually, and on behalf of a  
class of others similarly situated,

Plaintiff,

v.

STEWARDSHIP CREDIT ARBITRAGE FUND,  
LLC; STEWARDSHIP INVESTMENT  
ADVISORS, LLC; ACORN CAPITAL GROUP,  
LLC; MARLON QUAN; GUSTAV E. ESCHER,  
III; PAUL SEIDENWAR; and ROBERT BUCCI,

Defendants.

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Civil Action No. 3:10-cv-967 (SRU)

**PROOF OF CLAIM AND RELEASE**

**I. GENERAL INSTRUCTIONS**

1. To recover as a Member of the Class based on your claims in the action entitled, *Poptech, L.P. v. Stewardship Credit Arbitrage Fund, LLC*, Case No. 3:10-cv-967 (SRU), you must complete and, on page 8 hereof, sign and date this Proof of Claim and Release. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed settlement of the Litigation.

2. Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of Settlement in this Litigation.

3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE JUNE 27, 2014 ADDRESSED AS FOLLOWS:

*Stewardship Litigation*  
Claims Administrator  
c/o Strategic Claims Services  
600 North Jackson Street, Suite 3  
Media, PA 19063

If you are NOT a member of the Class, as defined in the Notice of Pendency and Proposed Partial Settlement of Class Actions (“Notice”), DO NOT submit a Proof of Claim.

4. If you are a Member of the Class and have not properly excluded yourself, you are bound by the terms of any judgment entered in the Litigation, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.

## II. DEFINITIONS

1. "Class" means all persons (as defined in the Parties' Stipulation of Partial Settlement) who invested or otherwise contributed to the Stewardship Fund during the period February 6, 2006 through and including September 25, 2008. Excluded from the Class are the Defendants, their officers, subsidiaries and affiliates, any entities in which they have a controlling interest, the legal representatives, heirs, successors, predecessors in interest, affiliates or assigns of any of the Defendants, the members of each of the individual Defendants' immediate family, any individual or entity of which any of the Defendants are currently creditors, including, but not limited to, Tim Ng, Arnold Ng, and DTMS, LLC, and any of their immediate family members or released entities, the Judge(s) to whom this case is assigned and those persons who submit a valid request to be excluded from the Class pursuant to the Notice.

2. "Class Period" means the time period from February 6, 2006 to and including September 25, 2008.

3. "Defendants" means Stewardship Credit Arbitrage Fund, LLC, Stewardship Investment Advisors, Acorn Capital Group, LLC, Marlon Quan, Gustav E. Escher, III, Paul Seidenwar and Robert Bucci.

4. "Settling Defendants" means Stewardship Investment Advisors, LLC, Acorn Capital Group, LLC, and Marlon Quan.

## III. CLAIMANT IDENTIFICATION

1. If you invested or otherwise contributed to the Stewardship Fund during the Class Period, you are the beneficial purchaser as well as the record purchaser.

2. Use Part I of this form, which is entitled "Claimant Identification," to identify each purchaser of record ("nominee"), if different from the beneficial purchaser of Stewardship Investments. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS OF STEWARDSHIP FUND UPON WHICH THIS CLAIM IS BASED.**

3. All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of the Persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

## IV. CLAIM FORM

1. Use Part II of this form, which is entitled "Schedule of Transactions in the Stewardship Fund," to supply all required details of your Stewardship Fund investments and sales during the Class Period. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide all of the requested information with respect to *all* of your investments and *all* of your sales of investments, including any withdrawals or redemptions in the Stewardship Fund which took place at any time between February 6, 2006 and September 25, 2008, inclusive, whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

3. List each transaction in the Class Period separately and in chronological order, by investment date, beginning with the earliest. You must accurately provide the month, day and year of each investment you list.

4. The above requests are designed to provide the minimum amount of information necessary to process the most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your losses. In some cases where the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information and/or the hiring of an accounting expert at the Claimant's cost.

**PROOF OF CLAIM AND RELEASE**

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

*Poptech, L.P. v. Stewardship Credit Arbitrage Fund, LLC, et al.*  
Case No. 3:10-cv-967 (SRU)

**Must Be Postmarked No Later Than:  
June 27, 2014**

Please Type or Print

**PART I: CLAIMANT IDENTIFICATION**

Beneficial Owner's Name (First, Middle, Last)

[Empty text box for Beneficial Owner's Name]

Record Owner's Name (First, Middle, Last) (if different from beneficial owner listed above)

[Empty text box for Record Owner's Name]

Street Address

[Empty text box for Street Address]

City

[Empty text box for City]

State

[Empty text box for State]

Zip Code

[Empty text box for Zip Code]

Foreign Province

[Empty text box for Foreign Province]

Foreign Country

[Empty text box for Foreign Country]

Social Security Number

[Empty text box for Social Security Number]

Tax ID

[Empty text box for Tax ID]

Account Type:

- Individual
- Corporation/Other

Telephone (work)

[Empty text box for Telephone (work) with parentheses]

Telephone (home)

[Empty text box for Telephone (home) with parentheses]

Email

[Empty text box for Email]

**PART II: SCHEDULE OF INVESTMENTS IN STEWARDSHIP FUND**

A. Total amount of membership interests held by you at the close of business on February 5, 2006:

B. Purchases of Stewardship membership interests (after the close of trading on February 5, 2006 through, and including, September 25, 2008):

Purchase Date Mo./Day/Year		Amount of Interest Purchased		Purchase Price for Interests (excluding commissions)	
1.		1.		1.	
2.		2.		2.	
3.		3.		3.	

C. Between February 6, 2006 and September 25, 2008, inclusive, you purchased the following amount of interest in the Stewardship Fund: \_\_\_\_\_ (If none, write 0)

D. Sales, Withdrawals or Redemptions of Stewardship Interest (February 5, 2006 – September 25, 2008, inclusive):

Trade Date Mo./Day/Year		Amount of Interest sold, withdrawn or redeemed		Total Sales or Redemption Cost	
1.		1.		1.	
2.		2.		2.	
3.		3.		3.	

E. Number of interests of the Stewardship Fund held by you on September 25, 2008:

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

**YOU MUST READ AND SIGN THE RELEASE ON PAGE 8.**

**V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS**

I (We) submit this Proof of Claim and Release under the terms of the Settlement Agreement and Stipulation of Partial Settlement dated as of August 22, 2013 (“Stipulation”) described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the District of Connecticut, with respect to my claim as a Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator or Plaintiffs’ Lead Counsel to support this claim if required to do so. I (We) have not submitted any other claim covering the investment or contribution to the Stewardship Fund during the relevant time period and know of no other Person having done so on my (our) behalf.

## VI. RELEASE

1. “Released Claims” shall collectively mean any and all claims (including “Unknown Claims” as defined in ¶ 3 below), demands, rights, causes of action or liabilities, of every nature and description whatsoever, whether based in law or equity, on federal, state, local, statutory or common law, or any other law, rule or regulation, including both known claims and Unknown Claims, that have been or could have been asserted in any forum by Plaintiffs or Class Members, or any of them, or the successors or assigns of any of them, whether directly, indirectly, derivatively, representatively or in any other capacity against any of the Released Parties, which arise out of, or relate in any way, directly or indirectly, to any of the allegations, transactions, facts, events, matters, occurrences, acts, representations or omissions involved, set forth, referred to, or that could have been asserted in the Second Amended Class Action Complaint or otherwise in the Litigation, including, without limitation, claims for negligence, gross negligence, breach of duty of care, breach of duty of loyalty, breach of duty of candor, fraud, negligent misrepresentation, and breach of fiduciary duty, arising out of, based upon or related in any way to the purchase, acquisition, sale, retention, conversion or disposition of interests in the Fund by any Class Member during the Class Period. Nothing in this matter shall preclude members of the class from receiving benefits from the action captioned, *SEC v. Marlon Quan, et al.*, Civil Action No. 11-723 (ADM-JSM)(D. Minn.).

2. “Released Parties” means Plaintiffs, the Class, Lead Counsel, the Settling Defendants, Settling Defendants’ counsel, and their respective past or present members, managers and their family members, affiliates, subsidiaries, representatives, shareholders, creditors, partners, principals, officers, directors, employees, insurers, reinsurers, professional advisors, attorneys, agents, successors in interest, including but not limited to a trustee appointed in a Chapter 7 or 11 proceeding, a receiver, an assignee for the benefit of creditors, or any similar successors who were not named as parties in the Complaint. Released Parties shall not include any Defendants in the Litigation that are not Settling Defendants.

3. “Unknown Claims” means any Released Claims that any of the Plaintiffs or Class Member does not know or suspect to exist in their favor at the time of the release of the Released Parties and any Released Defendants’ Claims that any Released Parties do not know or suspect to exist in his, her or its favor which, if known by him, her, or it might have affected his, her or its settlement with and release of the Released Parties, or might have affected his, her, or its decision(s) not to object to this settlement. Upon the Effective Date, and unless otherwise expressly provided in the Stipulation, the Settling Parties, and all other Persons and entities whose claims are being released, shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of §1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Unless otherwise expressly provided in the Stipulation, Plaintiffs, the Settling Defendants and the Released Parties have, and each of the Class Members shall be deemed to have and -- by operation of the Judgment -- shall have, expressly waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable and equivalent to California Civil Code §1542. Plaintiffs, the Settling Defendants and the Released Parties may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims and/or the Released Defendants’ Claims, but, unless otherwise specifically provided herein, each of the Plaintiffs and Settling Defendants shall expressly and each Class Member and each of the Released Parties, upon the Effective

Date, shall be deemed to have, and -- by operation of the Judgment -- shall have fully, finally, and forever settled and released any and all Released Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, or are known to exist, or heretofore have existed upon any theory of law or equity not existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and the Settling Defendants acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver of Unknown Claims was separately bargained for and a key element of the settlement of which this release is a part.

4. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish and discharge, all of the Released Claims (as defined above) against Marlon Quan, Acorn and SIA, and their respective past or present members, managers, and their family members, affiliates, parents, subsidiaries, representatives, shareholders, creditors, partners, principals, officers, directors, employees, insurers, reinsurers, professional advisors, agents, successors in interest (including but not limited to a trustee appointed in a Chapter 7 or 11 proceeding, a receiver, an assignee for the benefit of creditors, or any similar successors who were not named as parties in the Amended Complaint.

5. This release shall be of no force or effect unless and until the Court issues a Final Judgment approving the Stipulation and it becomes effective on the Effective Date.

6. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

7. I (We) hereby warrant and represent that I (we) have included information about all of my (our) investments in the Stewardship Fund that occurred during the time period covered by this Proof of Claim and Release, and any sales of my investments in the Fund during the relevant time period.

SUBSTITUTE FORM W-9  
Request for Taxpayer Identification Number ("TIN") and Certification  
PART I

NAME: \_\_\_\_\_

Check appropriate box:

- |   |                                      |
|---|--------------------------------------|
| <input type="checkbox"/> Individual/Sole Proprietor | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Corporation                | <input type="checkbox"/> Trust       |
| <input type="checkbox"/> IRA                        | <input type="checkbox"/> Other       |
| <input type="checkbox"/> Pension Plan               |                                      |

Enter TIN on appropriate line.

- For individuals, this is your Social Security Number (“SSN”).
- For sole proprietors, you must show your individual name, but you may also enter your business name or “doing business as” name. You may enter either your SSN or your Employer Identification Number (“EIN”).
- For other entities, it is your EIN.

Social Security Number (for individuals)	or	Taxpayer Identification Number (for estates, trusts, corporations, etc.)
_____		_____

PART II

For Payees Exempt from Backup Withholding

If you are exempt from backup withholding, enter your correct TIN in Part I and write “exempt” on the following line: \_\_\_\_\_

PART III

Certification and Release

UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT:

1. The number shown on this form is my correct TIN; and
2. I (we) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out Item 2 above.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

**I (We) declare and certify that I (we) understand that, by executing this Certification and Release, I (we) are specifically releasing and giving up forever all of the Released Claims against the Released Parties identified in Section VI of this Proof of Claim and Release Form.**

I (We) declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_,  
(Month/Year) (City)

\_\_\_\_\_  
(State/County)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Capacity of person(s) signing, *e.g.*,  
Beneficial Purchaser, Executor,  
Administrator, Trustee, etc.)

**ACCURATE CLAIMS PROCESSING TAKES A  
SIGNIFICANT AMOUNT OF TIME.**

**THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above certification and release.
2. Remember to attach supporting documentation.
3. Do not send original documents of any kind.
4. Keep a copy of your Proof of Claim and Release form for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim and Release form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.