

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

-----X	
SECURITIES AND EXCHANGE	:
COMMISSION,	:
Plaintiff,	:
-v-	:
	:
PLATINUM MANAGEMENT (NY) LLC;	:
PLATINUM CREDIT MANAGEMENT, L.P.;	:
MARK NORDLICHT;	:
DAVID LEVY;	:
DANIEL SMALL;	:
URI LANDESMAN;	:
JOSEPH MANN;	:
JOSEPH SANFILIPPO; and	:
JEFFREY SHULSE,	:
	:
Defendants.	:
-----X	

No. 16-cv-6848 (BMC)

**RECEIVER’S OPPOSITION TO REQUEST OF SAMUEL SALFATI FOR  
ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM**

Melanie L. Cyganowski, the duly appointed Receiver for the Receivership Entities, files this opposition to Request of Samuel Salfati for Allowance and Payment of Administrative Expense Claim, Dkt. Nos. 465, 472 (the “**Motion**”) filed by Samuel Salfati (“**Salfati**”). In opposition to the Motion, the Receiver states as follows:

**PRELIMINARY STATEMENT**

Even giving Salfati, as a *pro se* applicant, every benefit of the doubt and courtesy regarding the Motion’s numerous procedural infirmities, the Motion should be denied because it attempts to subvert the orderly claims process previously approved by this Court and implemented by the Receiver, in order to receive immediate and full payment of a pre-receivership claim. Specifically, the Motion should be denied because, *inter alia*:

1. Like the claims of other employees who have previously sought to have their claims prioritized over those of other creditors, Salfati’s claim arose pre-receivership, and is thus subject to the established claims process;

2. Assuming *arguendo* the validity of the Retention Agreement (defined below):
  - a. there is no allegation, much less proof, that the Receiver affirmed the agreement as a post-receivership administrative obligation. To the contrary, she expressly *rejected* it by terminating Salfati early in her tenure;
  - b. the agreement covers supposed liabilities of both receivership and non-receivership entities, yet the Motion seeks to impose all of the alleged liability under the agreement upon this receivership estate; and
3. Salfati is not a party to this matter and has failed to obtain leave to file a motion, in violation of both the Protocols Order (defined below) and the Local Rules/Individual Practices.

For these reasons, and those more fully set forth herein, the Motion should be denied.

## **BACKGROUND**

### **I. RELEVANT PRIOR ORDERS**

#### **A. Appointment of the Receiver**

On December 19, 2016, this Court entered the *Order Appointing Receiver* (amended on January 30, 2017) in the above-captioned matter (the “**Receivership Case**”). *See* Docket Nos. 6 and 59. On July 6, 2017, this Court accepted the resignation of the original receiver, Bart M. Schwartz, Esq., and appointed Melanie L. Cyganowski as Receiver, effective immediately (*i.e.*, July 6, 2017). *See* Docket No. 216.

On October 16, 2017, this Court entered the Second Amended Order Appointing Receiver (the “**Receivership Order**”). *See* Docket No. 276. Pursuant to the Receivership Order, as thereafter amended, the following are “**Receivership Entities**”: Platinum Credit Management, L.P., Platinum Partners Credit Opportunities Master Fund LP, Platinum Partners Credit Opportunities Fund (TE) LLC, Platinum Partners Credit Opportunities Fund LLC, Platinum Partners Credit Opportunities Fund (BL) LLC, Platinum Liquid Opportunity Management (NY) LLC, Platinum Partners Liquid Opportunity Fund (USA) L.P., Platinum

Partners Liquid Opportunity Master Fund L.P., Platinum Partners Credit Opportunities Fund International Ltd and Platinum Partners Credit Opportunities Fund International (A) Ltd.

**B. The Protocols Order**

On October 11, 2017, this Court entered the Order Adopting Protocols for Parties In Interest to be Heard on Receiver Motions, Dkt. No. 271 (the “**Protocols Order**”). Among other things, the Protocols Order recognized that parties-in-interest do *not* have the same rights as those named in the caption above, such as the right to file a motion in this case.

**C. Previous Orders Regarding Employee Claims**

On May 30, 2017, counsel for two employees of Platinum Management sought leave to seek payment of allegedly unpaid bonuses. *See* May 30, 2017 letter from Alexander Novak, Dkt. No. 148. In a Minute Order dated June 27, 2017, Chief Judge Irizarry denied the request, finding, *inter alia*, “employees stand in the same position as other creditors and victims in this case,” and that the prior Receiver’s statement that employee claims should be subject to the claims process was among the reasons for the denial of the request. *See* June 27, 2017 unnumbered docket entry (the “**Novak Employee Request Denial Order**”) and Dkt. No. 151 (prior Receiver’s opposition to Dkt. No. 148).

On November 25, 2018, this Court issued a Memorandum Decision and Order, Dkt. No. 417 (the “**D&O Denial Order**”), denying requests by numerous defendants for an order compelling the Receiver to advance legal fees and expenses they were purportedly incurring in connection with their criminal defenses. *See* Dkt. Nos. 402-406. Specifically, this Court found that those applicants’ claims (for past-receivership expenses for which they claimed the right to advancement under pre-receivership agreements) were neither secured nor administrative claims, and thus have no right to payment in “priority over the claims of [other] unsecured creditors.”

D&O Denial Order p. 9.

**D. Claims Order**

On February 11, 2019, this Court entered the Order (I) Establishing Claims Bar Dates and (II) Approving (A) A Proof of Claim Form, (B) the Form and Manner of Notice of the Claims Bar Dates and (C) Procedures for Submitting Proofs of Claim, Dkt. No. 453 (the “**Claims Bar Date Order**”). The Claims Bar Date Order established a deadline of March 28, 2019, by which proofs of claim had to be filed against the Receivership Entities by non-governmental creditors.

**II. SALFATI’S EMPLOYMENT AND TERMINATION**

According to the Motion, Salfati first became employed by “Platinum Partners” in March 2011. Motion ¶1. Prior to the receivership, Salfati’s alleged responsibilities included sourcing new investment opportunities, financial analysis, risk assessment, portfolio management, and preparing assets for sale. *Id.*

**A. The Retention Agreement**

According to the Motion and the Salfati Claim (defined below), on or about September 7, 2016, Salfati and the following Platinum entities entered into a “Retention Agreement” (the “**Retention Agreement**”), a copy of which is annexed to the Motion: (i) Platinum Management (NY), LLC; (ii) Platinum Credit Management, LLC; (iii) Platinum Partners Value Arbitrage Fund, L.P.; and (iv) Platinum Partners Credit Opportunities Master Fund, LP (collectively, the “**Platinum Retention Entities**”). Of the Platinum Retention Entities, *only* Platinum Credit Opportunities Master Fund, LP is a Receivership Entity.

Additionally, while the Retention Agreement states that “Platinum hereby represents to [Salfati] that Guidepost Solutions, LLC acting as an independent oversight advisor to Platinum has reviewed and consented to this Agreement,” the Motion offers no evidence supporting that

representation. Regardless, such “consent” came before Mr. Schwartz’s appointment as Receiver. *See* Declaration of Melanie L. Cyganowski, as Receiver, in Opposition to Request of Samuel Salfati for Allowance and Payment of Administrative Expense Claim (“**Cyganowski Dec.**”) ¶ 11.

**B. Salfati’s Tenure Under the Receivership**

Salfati was terminated by the Receiver on September 18, 2017, effective as of October 1, 2017. He was provided with continuing health insurance coverage through November 30, 2017, and was also provided with a severance payment equivalent to two months of his salary. *Cyganowski Dec.* ¶ 12.

**III. Salfati’s Proof of Claim**

On March 28, 2019, Salfati filed a proof of claim form (the “**Salfati Claim**”) asserting claims against six receivership entities, only one of which, Platinum Partners Credit Opportunities Master Fund, LP, is a Platinum Retention Entity. Salfati also asserted a claim against non-receivership entity Platinum Partners Value Arbitrage Fund, L.P. *Cyganowski Dec.* ¶ 14 Ex. 1. The Salfati Claim was premised on, and attaches as an exhibit, the Retention Agreement, the same agreement upon which the instant Motion is based.

**ARGUMENT**

**POINT I**

**THE MOTION IS A PRE-RECEIVERSHIP CLAIM, SUBJECT TO THE CLAIMS PROCESS**

The Motion should be denied because it is a pre-receivership claim that is subject to the Claims Bar Date Order. In order to provide for the fair distribution of limited funds to creditors, the established claims process must be followed. Here, unwilling to wait for the completion of the claims process to which he has already subjected himself, Salfati wrongfully attempts to

bypass the process in an effort to advance his position and place himself ahead of other creditors.

This Court has twice before denied attempts by other employees to jump the line and disregard the claims process. *See* Novak Employee Request Denial Order and D&O Denial Order. In doing so, this Court has correctly observed that “employees stand in the same position as other creditors and victims in this case.” *See* Novak Employee Request Denial Order. Additionally, the Court made it clear that an early payout of a unsecured claim in full would yield an inequitable result as prior to the estates’ assets being fully liquidated, “there is no way to know whether creditors will receive a 10% distribution or a 90% distribution on their claims.” *See* D&O Denial Order at p. 9. Salfati’s clever attempt to label his claim as administrative does not make it so, and does nothing to distinguish him from the Novak or D&O employees whose previous attempts to jump the line were correctly denied. Salfati’s Motion should meet a similar fate on this basis alone.

## POINT II

### **THE RETENTION AGREEMENT SUFFERS FROM NUMEROUS INFIRMITIES**

The Motion should also be denied because assuming *arguendo* the validity of the Retention Agreement, it suffers from numerous infirmities as set forth herein.

#### **A. The Receiver Did Not Affirm the Retention Agreement**

Salfati is not entitled to an administrative expense priority because he provides no evidence, nor can he, that his Retention Agreement was ever affirmed as a post-receivership administrative obligation. As to Mr. Schwartz, his “consent” to the Retention Agreement occurred prior to the commencement of the receivership, during the time when he was only a monitor. Nor was the Retention Agreement acknowledged by the current Receiver. In fact, the Receiver terminated Salfati’s employment within weeks of her appointment. Cyganowski Dec.

¶¶ 11-12. Thus, not only did the Receiver never affirm the agreement as a post-receivership administrative obligation, she expressly rejected it by her actions.

**B. The Motion Seeks To Impose Liabilities Of Non-Receivership Entities On The Receiver**

Even if the Retention Agreement were not a pre-receivership obligation (if at all), the Motion should be denied because it seeks to impose *all* of the supposed liability under the Retention Agreement upon *this* Receivership Estate, even though the other Platinum Retention Entities are *not* all receivership entities. On its face, the Retention Agreement is between Salfati and four entities: (i) Platinum Management (NY), LLC; (ii) Platinum Credit Management, LLC; (iii) Platinum Partners Value Arbitration Fund, LP; and (iv) Platinum Partners Credit Opportunities Master Fund, LP. While Salfati groups these four entities together in the Motion as “Platinum,” only Platinum Partners Credit Opportunities Master Fund, LP is actually a Receivership Entity.

It would therefore be inequitable to require that Platinum Partners Credit Opportunities Master Fund, LP, a receivership entity, cover the entirety of any payout under the Retention Agreement without specifically establishing, through competent evidence, what benefits, if any, Salfati conferred upon each of the Platinum Retention Parties, and as a result, how any liabilities should be allocated, if at all, amongst them. Salfati has not proffered any admissible evidence in this regard and any allocation of liability should be deferred until such evidence may be gathered and properly presented.<sup>1</sup>

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<sup>1</sup> According to a memorandum he prepared following the Receiver’s appointment in July of 2017, Salfati was “dealing with” four assets as follows: “BLAB,” “Proteus,” “Parot Tovot/Copper Rider,” and “DECN: Healthcare.” To date, despite her best efforts, the Receiver has not been able to monetize any of those assets, and in fact, a number of them have cost the receivership money as a result of either maintenance costs or payments to professionals in connection with her attempts to monetize the assets. Cyganowski Dec. ¶ 13.

### POINT III

#### **SALFATI SHOULD NOT BE GRANTED A WINDFALL**

In this case, “employees stand in the same position as other creditors and victims in this case” – Salfati should not be afforded any special treatment. *See* Novak Employee Request Denial Order. In filing the Motion, Salfati not only attempts to place his claim above all other creditors, Salfati seeks 100% payment of his claim. However, as this Court noted in the D&O Denial Order, prior to the Receivership Estate’s assets being fully liquidated, there is no way to know how much of a distribution creditors will receive on their claims. *See* D&O Denial Order. By granting the Motion, the Court would be creating an unjust outcome where Salfati would not only skip ahead of other creditors, but also receive a full payment of his claim, when other pre-receivership creditors may not. In addition, granting the Motion may open unintended floodgates favoring other former Platinum employees whom the Receiver understands may also claim to have similar agreements. Cyganowski Dec. ¶ 15.

Furthermore, Salfati has failed to establish that his proposed retention payments constitute “actual, necessary costs and expenses of preserving the estate.” Given the limited scope of his services to the receivership, awarding Salfati the massive sums he seeks would represent a windfall that, just by way of comparison, far exceeds compensation received by any employee in this case, even those still currently employed. Cyganowski Dec. ¶ 15.<sup>2</sup>

### POINT IV

#### **THE MOTION IS PROCEDURALLY FLAWED**

Although the Receiver recognizes that Salfati should be afforded some measure of

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<sup>2</sup> Moreover, certain of the proposed retention payments were predicated on the liquidation of certain assets in certain amounts. Salfati has failed to establish that those positions were sold in the amounts necessary to pay for, and continue to pay for, the administration of the Receivership Estates plus Salfati’s retention payments. Cyganowski Dec. ¶ 15



procedural leeway as a *pro se* litigant, he is not a party to this matter and has failed to obtain leave to file a motion, in violation of both the Protocols Order (defined below) and the Local Rules/Individual Practices. Significantly, the Protocols Order recognized that parties-in-interest do not have the rights of an actual party to this action. Included within the rights that are not allotted to parties-in-interest is the right to bring a motion without leave of the court. Furthermore, pursuant to Section III(A)(2) of this Court's Individual Practices, "for all motions . . . a pre-motion conference is required before a party may file any motion." The rule further prescribes that all parties must request a pre-motion conference in writing by ECF and that the moving party must submit and serve on all counsel a detailed letter setting forth the basis for the anticipated motion. In failing to do so, Salfati did not make a proper motion pursuant to the Protocols Order and is in violation of the Individual Practices. As such the Motion should be denied.

### **CONCLUSION**

For the reasons set forth herein, the Receiver respectfully requests entry of an order denying the Motion and granting such other relief as is necessary and proper.

Dated: New York, New York  
July 2, 2019

### **OTTERBOURG P.C.**

By: /s/ Erik B. Weinick  
Adam C. Silverstein  
Erik. B Weinick  
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New York, New York 10169  
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*Attorneys for Melanie L. Cyganowski, as  
Receiver*

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

-----X	
SECURITIES AND EXCHANGE	:
COMMISSION,	:
Plaintiff,	:
-v-	:
	:
PLATINUM MANAGEMENT (NY) LLC;	:
PLATINUM CREDIT MANAGEMENT, L.P.;	:
MARK NORDLICHT;	:
DAVID LEVY;	:
DANIEL SMALL;	:
URI LANDESMAN;	:
JOSEPH MANN;	:
JOSEPH SANFILIPPO; and	:
JEFFREY SHULSE,	:
	:
Defendants.	:
-----X	

No. 16-cv-6848 (BMC)

**DECLARATION OF MELANIE L. CYGANOWSKI,  
AS RECEIVER, IN OPPOSITION TO REQUEST OF SAMUEL SALFATI  
FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM**

I, Melanie L. Cyganowski, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true to the best of my knowledge, information and belief:

1. I make this reply declaration in opposition to the Request of Samuel Salfati for Allowance and Payment of Administrative Expense Claim, Dkt. Nos. 465, 472 (the "**Motion**") filed by Samuel Salfati ("**Salfati**"). In opposition to the Motion, the Receiver states as follows:

**PRELIMINARY STATEMENT**

2. The Motion should be denied because, *inter alia*, it attempts to subvert the orderly claims process previously approved by this Court and implemented by me as Receiver, in order to receive immediate and full payment of a pre-receivership claim. In addition, neither I, nor the prior Receiver, adopted the Retention Agreement as a post-receivership administrative

obligation, and in fact, by terminating Salfati mere weeks into my tenure, I expressly rejected the Retention Agreement. Moreover, the Motion attempts to burden this estate with obligations that may be the liabilities of non-receivership entities, and it is further hampered by procedural infirmities.

## **BACKGROUND**

### **I. RELEVANT PRIOR ORDERS**

#### **A. Appointment of the Receiver**

3. On December 19, 2016, this Court entered the *Order Appointing Receiver* (amended on January 30, 2017) in the above-captioned matter (the “**Receivership Case**”). *See* Docket Nos. 6 and 59. On July 6, 2017, this Court accepted the resignation of the original receiver, Bart M. Schwartz, Esq., and appointed me as Receiver, effective immediately (*i.e.*, July 6, 2017). *See* Docket No. 216.

4. On October 16, 2017, this Court entered the Second Amended Order Appointing Receiver (the “**Receivership Order**”). *See* Docket No. 276. Pursuant to the Receivership Order, as thereafter amended, the following are “**Receivership Entities**”: Platinum Credit Management, L.P., Platinum Partners Credit Opportunities Master Fund LP, Platinum Partners Credit Opportunities Fund (TE) LLC, Platinum Partners Credit Opportunities Fund LLC, Platinum Partners Credit Opportunities Fund (BL) LLC, Platinum Liquid Opportunity Management (NY) LLC, Platinum Partners Liquid Opportunity Fund (USA) L.P., Platinum Partners Liquid Opportunity Master Fund L.P., Platinum Partners Credit Opportunities Fund International Ltd and Platinum Partners Credit Opportunities Fund International (A) Ltd.

**B. The Protocols Order**

5. On October 11, 2017, this Court entered the Order Adopting Protocols for Parties In Interest to be Heard on Receiver Motions, Dkt. No. 271 (the “**Protocols Order**”). Among other things, the Protocols Order recognized that parties-in-interest do *not* have the same rights as those named in the caption above, such as the right to file a motion in this case.

**C. Previous Orders Regarding Employee Claims**

6. On May 30, 2017, counsel for two employees of Platinum Management sought leave to seek payment of allegedly unpaid bonuses. *See* May 30, 2017 letter from Alexander Novak, Dkt. No. 148. In a Minute Order dated June 27, 2017, Chief Judge Irizarry denied the request, finding, *inter alia*, “employees stand in the same position as other creditors and victims in this case,” and that the prior Receiver’s statement that employee claims should be subject to the claims process was among the reasons for the denial of the request. *See* June 27, 2017 unnumbered docket entry (the “**Novak Employee Request Denial Order**”) and Dkt. No. 151 (prior Receiver’s opposition to Dkt. No. 148).

7. On November 25, 2018, this Court issued a Memorandum Decision and Order, Dkt. No. 417 (the “**D&O Denial Order**”), denying requests by numerous defendants for an order compelling the Receiver to advance legal fees and expenses they were purportedly incurring in connection with their criminal defenses. *See* Dkt. Nos. 402-406. Specifically, this Court found that those applicants’ claims (for past-receivership expenses for which they claimed the right to advancement under pre-receivership agreements) were neither secured nor administrative claims, and thus have no right to payment in “priority over the claims of [other] unsecured creditors.” D&O Denial Order p. 9.

**D. Claims Order**

8. On February 11, 2019, this Court entered the Order (I) Establishing Claims Bar Dates and (II) Approving (A) A Proof of Claim Form, (B) the Form and Manner of Notice of the Claims Bar Dates and (C) Procedures for Submitting Proofs of Claim, Dkt. No. 453 (the “**Claims Bar Date Order**”). The Claims Bar Date Order established March 28, 2019 as the deadline by which proofs of claim had to be filed against the Receivership Entities by non-governmental creditors.

**II. SALFATI’S EMPLOYMENT AND TERMINATION**

9. According to the Motion, Salfati first became employed by “Platinum Partners” in March 2011. Motion ¶1. Prior to the receivership, Salfati’s alleged responsibilities included sourcing new investment opportunities, financial analysis, risk assessment, portfolio management, and preparing assets for sale. *Id.*

**A. The Retention Agreement**

10. According to the Motion and the Salfati Claim (defined below), on or about September 7, 2016, Salfati and the following Platinum entities entered into a “Retention Agreement” (the “**Retention Agreement**”), a copy of which is annexed to the Motion: (i) Platinum Management (NY), LLC; (ii) Platinum Credit Management, LLC; (iii) Platinum Partners Value Arbitrage Fund, L.P.; and (iv) Platinum Partners Credit Opportunities Master Fund, LP (collectively, the “**Platinum Retention Entities**”). Of the Platinum Retention Entities, *only* Platinum Credit Opportunities Master Fund, LP is a Receivership Entity.

11. Additionally, while the Retention Agreement states that “Platinum hereby represents to [Salfati] that Guidepost Solutions, LLC acting as an independent oversight advisor to Platinum has reviewed and consented to this Agreement,” the Motion offers no evidence

supporting that representation. Regardless, such “consent” came before Mr. Schwartz’s appointment as Receiver, during the time when he served as Platinum’s “monitor.”

**B. Salfati’s Tenure Under the Receivership**

12. I terminated Salfati on September 18, 2017, effective as of October 1, 2017. He was provided with continuing health insurance coverage through November 30, 2017, and was also provided with a severance payment equivalent to two months of his salary. Thus, not only did I never affirm the agreement as a post-receivership administrative obligation, I expressly rejected it.

13. According to a memorandum he prepared following my appointment in July of 2017, Salfati was “dealing with” four assets as follows: “BLAB,” “Proteus,” “Parot Tovot/Copper Rider,” and “DECN: Healthcare.” To date, despite my best efforts and those of my team, I have not been able to monetize any of those assets, and in fact, a number of them have cost the receivership money as a result of either maintenance costs or payments to professionals in connection with my attempts to monetize the assets.

**III. Salfati’s Proof of Claim**

14. On March 28, 2019, Salfati filed a proof of claim form (the “**Salfati Claim**”) asserting claims against six receivership entities, only one of which, Platinum Partners Credit Opportunities Master Fund, LP, is a Platinum Retention Entity. Salfati also asserted a claim against non-receivership entity Platinum Partners Value Arbitrage Fund, L.P. *See* Ex. 1 hereto. The Salfati Claim was premised on, and attaches as an exhibit, the Retention Agreement, the same agreement upon which the instant Motion is based.

**CONCLUSION**

15. In my business judgment, Salfati has failed to establish that his proposed retention payments constitute “actual, necessary costs and expenses of preserving the estate.” Given the

limited scope of his services to the receivership, awarding Salfati the massive sums he seeks would represent a windfall that, just by way of comparison, far exceeds compensation received by any employee in this case, even those still currently employed by the Receivership. In addition, granting the Motion may open unintended floodgates favoring other former Platinum employees whom I understand may also claim to have similar agreements. Moreover, certain of the proposed retention payments were predicated on the liquidation of certain assets in certain amounts. Salfati has failed to establish that those positions were sold in the amounts necessary to pay for, and continue to pay for, the administration of the Receivership Estates plus Salfati's retention payments.

16. Therefore, for the reasons set forth herein, as well as in the accompanying Receiver's Opposition to the Motion, I respectfully ask the Court to enter an order: (a) denying the Motion; and (b) granting such other and further relief as the Court deems appropriate.

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

Executed this 2nd day of July, 2019, at New York, New York.

/s/ Melanie L. Cyganowski  
Melanie L. Cyganowski

5764836.1

# **EXHIBIT 1**





# Platinum Partners

## PTM 216

### CREDITOR PROOF OF CLAIM FORM

This Proof of Claim Form is only for the use of creditors of the following Platinum Partners funds currently in the receivership being administered by Melanie L. Cyganowski in the case captioned *SEC v. Platinum Management (NY) LLC et al.*, Case No. 16-cv-6848 (BMC): (i) Platinum Partners Credit Opportunities Master Fund LP, (ii) Platinum Partners Credit Opportunities Fund (TE) LLC, (iii) Platinum Partners Credit Opportunities Fund LLC, (iv) Platinum Partners Credit Opportunity Fund (BL) LLC, (v) Platinum Liquid Opportunity Management (NY) LLC, (vi) Platinum Partners Liquid Opportunity Fund (USA) L.P., (vii) Platinum Partners Liquid Opportunity Master Fund L.P, (viii) Platinum Partners Credit Opportunities Fund International Ltd, and (ix) Platinum Partners Credit Opportunities Fund International (A) Ltd. (collectively, the "Receivership Entities").

This Proof of Claim Form is not for the use of investors in the Receivership Entities or for those who sought redemptions of their investment but did not receive payment therefor.

Please read the accompanying instructions before completing this Proof of Claim Form.

#### PART I

#### CLAIMANT INFORMATION

Last Name: Salfati First Name: Samuel

Company: \_\_\_\_\_

DBA (If applicable): \_\_\_\_\_

Social Security Number: [REDACTED] or Taxpayer Identification Number: \_\_\_\_\_

Telephone Number (Cell): Cell [REDACTED] Telephone Number (Work): [REDACTED] Telephone Number (Home): \_\_\_\_\_

Email Address: [REDACTED]

#### PART II

#### NAME OF RECEIVERSHIP ENTITY AGAINST WHOM YOU MAY HAVE A CLAIM

(check only one; use additional forms if you have claims against more than one Receivership Entity)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Platinum Partners Credit Opportunities Master Fund LP              | <input checked="" type="checkbox"/> Platinum Partners Credit Opportunities Fund (TE) LLC           |
| <input checked="" type="checkbox"/> Platinum Partners Credit Opportunities Fund LLC                    | <input checked="" type="checkbox"/> Platinum Partners Credit Opportunity Fund (BL) LLC             |
| <input type="checkbox"/> Platinum Liquid Opportunity Management (NY) LLC                               | <input type="checkbox"/> Platinum Partners Liquid Opportunity Fund (USA) L.P.                      |
| <input checked="" type="checkbox"/> <del>Platinum Partners Liquid Opportunity Master Fund L.P.</del>   | <input checked="" type="checkbox"/> Platinum Partners Credit Opportunities Fund International Ltd. |
| <input checked="" type="checkbox"/> Platinum Partners Credit Opportunities Fund International (A) Ltd. | <input checked="" type="checkbox"/> Other (please identify):                                       |

Platinum Partners Value Arbitrage Fund, L.P.

**PART III**  
**INFORMATION ABOUT CLAIM**



Type of Claim:

- Services Claim
- Tax Claim
- Employment Compensation Claim
- Loan Claim
- Judgment Creditor Claim
- Other (please describe or attach pages as necessary)

Retention Agreement

Is all or part of the claim secured?

- No
- Yes, the claim is secured by a lien on property owned by a Receivership Entity.

Description of collateral: \_\_\_\_\_

Asserted value of collateral: \_\_\_\_\_

Basis for perfection: \_\_\_\_\_

Amount of the claim that is secured: \_\_\_\_\_

Amount of the claim that is unsecured: \_\_\_\_\_

**PART IV**  
**ADDITIONAL INFORMATION ABOUT CLAIMANT**

Is the claimant an entity? If so, attach a list of all persons who directly or indirectly hold beneficial interests in the claimant exceeding ten percent (10%). No

Is the claimant a trust? If so, attach a list of the trustee and all trust beneficiaries No

Was, or is, the claimant (or the holder of any direct or indirect beneficial interest in the claimant) ever an officer, director or employee of a Receivership Entity or any other Platinum Partners fund or any of their affiliated entities? If so, please identify the individual, the entity for which s/he worked and provide the dates of the employment or work, title and responsibilities. Yes, see attached.

Was, or is, the claimant (or the holder of any direct or indirect beneficial interest in the claimant) related in any way to any current or former officer, director or employee of a Receivership Entity or any other Platinum Partners fund or any of their affiliated entities? If so, please identify the individual, the name of the current or former officer, director or employee of the Receivership Entity or any other Platinum Partners fund or any of their affiliated entities, the nature of the relationship and if known, the dates of his/her employment or work and title. No

**PART V**  
**DECLARATION AND SIGNATURE**

**Consent to Jurisdiction.** By submitting this Proof of Claim Form, you consent to the jurisdiction of the United States District Court for the Eastern District of New York (the "Court") for all purposes related to this claim and agree to be bound by its decisions, including, without limitation, a determination as to the validity and amount of any claims asserted against the Receivership Entities.

**Declaration.** I (WE) DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT THE INFORMATION SUPPLIED ON AND WITH THIS PROOF OF CLAIM FORM BY THE UNDERSIGNED IS TRUE AND CORRECT TO THE BEST OF MY (OUR) KNOWLEDGE.

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

03/27/2019  
(Date)

SAMUEL SALFATI  
(Type or print your name here)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g., Managing Member, Director, Officer, Executor or Administrator)

Mr. Salfati was employed by Platinum Partners from March 2011 to September 2017. From September 2016 to September 2017 he worked with and reported directly to the receiver (Bart M. Schwartz of Guidepost until he was replaced by Melanie Cyganowski of Otterbourg). Prior to the receivership, his responsibilities included sourcing new investment opportunities, financial analysis, risk assessment, portfolio management, and preparing assets for sale. After the receiver was appointed, his responsibilities included portfolio management and preparing assets for sale.

[Redacted]



# Platinum Partners

September 7, 2016

Samuel Salfati

[ ]  
[ ]

Re: Retention Agreement

Dear Samuel Salfati:

We want to thank you for your loyalty in your continuing efforts on behalf of Platinum Management (NY), LLC and Platinum Credit Management, LLC ("Platinum" or the "Company") the Investment Manager/Portfolio Manager for Platinum Partners Value Arbitrage Fund, LP ("PPVA") and Platinum Partners Credit Opportunities Master Fund, LP ("PPCO", PPVA and PPCO together shall be referred to as the "Funds"), and in the best interests of our investors by offering you retention payments (the "Retention Payments" and each a "Retention Payment") in accordance with the terms set forth in this letter agreement (this "Agreement"). This agreement is meant to formalize the verbal/email agreements previously agreed to amongst the parties in July of 2016.

You will continue to be employed by Platinum as an Investment Professional, and agree to devote your best professional efforts, time and skill to the performance of the duties undertaken pursuant to your job description and on behalf of Platinum. You will continue to report to Mark Nordlicht or such other supervisor as may be directed by Platinum. While your employment is generally to the benefit of both Companies and Funds, it is the sole responsibility of the Companies to determine the allocation and expense of the Retention Payments amongst the Companies and Funds, and such allocation and expense

decisions shall have no bearing on the economics or timing of the Retention Payments as it relates to you.

**First Retention Payment:** If you remain actively employed by Platinum or the Funds, subject to the conditions below, you are entitled to receive an aggregate amount of \$300,000 (the "First Retention Payment"). The First Retention Payment shall be paid as follows: (a) at least \$120,000 [40% of first retention payment] from any cash proceeds received on account of the Funds' ownership of Class C shares in AGH Parent, LLC (whether such proceeds are received from the redemption of, sale of, or borrowing against, such shares); (b) at least \$ 60,000 [20% of first retention payment] from any cash proceeds received on account of the Funds' ownership of debt securities in Navidea Biopharmaceuticals Inc (whether such proceeds are received from the redemption of, sale of, or borrowing against, such debt); and (c) the balance (calculated as the First Retention Payment minus any payments made pursuant to (a) and (b) immediately above and irrespective of whether or not the events described in (a) and (b) immediately above have transpired) shall be paid on a mutually agreed schedule which shall take into consideration the liquidity urgencies and the allocation considerations amongst the Funds (and the Company shall advocate for a payment retention allocation from the Cayman Court appointed liquidators), but in no case later than March 31, 2017 (the "First Retention Balance Payment", and the first date upon which the obligation to pay the First Retention Balance Payment shall be referred to as the "First Retention Balance Payment Date"). The First Retention Balance Payment Date shall be deemed to be and defined as a "Retention Date", and each of the associated installments of the First Retention Payment (including the First Retention Balance Payment) shall be deemed to be and defined as a "Retention Payment".

**Second Retention Payment:** If you remain actively employed by the Company through January 31, 2017 (a "Retention Date"), subject to the conditions below, you are entitled to receive a lump sum cash payment (a "Retention Payment") in the amount of \$150,000 (the "Second Retention Payment"), to be paid through the regular payroll cycle of Platinum paid March 31, 2017.

**Continued Retention Payments:** If you remain actively employed by the Company from January 31, 2017 through July 31, 2017 (a "Retention Date"), subject to the conditions below, you are entitled to receive a lump sum cash payment (a "Retention Payment") in an amount equal to 50% of the amount of the Second Retention Payment (the "First Continued Retention Payment"), to be paid through the regular payroll cycle of Platinum on July 31, 2017. If you remain actively employed by the Company from July 31, 2017 through January 31, 2018 (a "Retention Date"), subject to the conditions below, you are entitled to receive a lump sum cash payment (a "Retention Payment") in an amount equal to 50% of the amount of the Second Retention Payment (the "Second Continued Retention Payment"), to be paid through the regular payroll cycle of Platinum on January 31, 2018.

Following January 31, 2018, Platinum or you may terminate this Agreement in its or your sole discretion at any time. Absent any such termination, following January 31, 2018, on July 31, 2018 and each January 31 and July 31 of each subsequent calendar year while this Agreement remains in effect (each, a "Retention Date"), subject to the conditions below, you will be entitled to receive a lump sum cash payment (each, a "Retention Payment") in an amount equal to 50% of the amount of the Second Retention Payment (the "Continued Retention Payments"). In further explanation of the foregoing, and by way of example only, if this Agreement is not terminated, the next Retention Date would be July 31,



2018, upon which date a Retention Amount equal to 50% of the amount of the Second Retention Payment will be paid to you subject to the conditions below.

<b>SUMMARY (provided for illustrative purposes only)</b>		
<b>Retention Dates</b>	<b>Retention Payment</b>	<b>Amount</b>
March 31, 2017 (or sooner, as further described herein)	First Retention Balance Payment	\$300,000
March 31, 2017	Second Retention Payment	\$150,000
July 31, 2017	First Continued Retention Payment	\$75,000
January 31, 2018	Second Continued Retention Payment	\$75,000
Continuing on a semiannual basis	Continued Retention Payments	\$75,000

**Base Salary:** If you remain employed by the Company from the date hereof through each "Retention Date" as described herein, or if your employment is terminated by Platinum other than for Cause (as defined below) prior to the next applicable Retention Date, you shall be entitled to receive your base salary of \$200,000, to be payable in substantially equal installments in accordance with Platinum's regular payroll practices, plus continuation of your existing employee benefits package (the "Base Salary") through the next applicable Retention Date as more fully described below.

You agree that other than your base salary, eligibility to participate in employee benefit programs that may be made available from time to time by Platinum to its employees generally, and Platinum's Retention Payment obligations as described herein, you will not be entitled to any other payments or compensation in connection with your employment with Platinum. However, other than laid out below with respect to PPVA, in the event that any payment described herein is not made or not made timely, nothing contained herein shall prejudice your rights with respect to any Trader Payables (amounts due and owing or that may be due and owing to you in the future under any operating agreement of any subsidiary of the Funds), claims or any other right you may have in law or equity against the Funds or the Companies.

**Acknowledgement of Debt & Repurchase:** The Company and the Funds acknowledge that the amounts comprising the First Retention Payment were earned by you over the course of your employment. The Company acknowledges that you are currently holding a claim of \$200,000 for a Trader Fee Payable collectible against PPVA. At such time as the First and Second Retention payment is made, the Trader Fee Payable shall be surrendered to the Company. Until such time as the First and Second Retention Payments are made you shall hold all right and title to the Trader Fee, and the Company agrees to aid in whatever defense of such claim may be necessary. You shall have the rights to file any proof of claim necessary to protect such claim and to vote the claim how you choose in any action that may require such vote.

**All retention payments you may receive from the Cayman Island court appointed liquidators, and/or any distributions you receive on account of your Trader Payable, shall serve to reduce the Continued Retention Payments obligations herein payable during such time period.**

**Conditions to Retention Payments:** To be eligible to receive any of the Retention Payments described in this Agreement, you must remain actively employed (without having given or received notice of the termination of your employment) with Platinum as of the applicable payment date for such payment, provided that (i) if your employment is terminated by Platinum other than for Cause (as defined below) and other than due to your death or disability (as determined by Platinum in its reasonable judgment) effective any time prior to January 31, 2017, you will receive the First Retention Balance Payment, and Second Retention Payment as if you remained actively employed through the date of payment and your Base Salary through January 31, 2017, and (ii) if your employment is terminated by Platinum other than for Cause (as defined below) and other than due to your death or disability (as determined by Platinum in its reasonable judgment) effective following January 31, 2017 but prior to payment of the First Continued Retention Payment, or effective following June 31, 2017 but prior to payment of the Second Continued Retention Payment, you will receive your Base Salary, and the First Continued Retention Payment or Second Continued Retention Payment, as applicable, as if you remained actively employed through the applicable date of payment. No payment described in this Agreement will be due unless all the conditions of payment have been satisfied, as determined by Platinum in its reasonable judgment.

In the event Platinum does not make the Retention Payments on the dates required, as described herein, or pay the Base Salary, (a) you shall have the right to voluntarily terminate your employment, and (b) notwithstanding such voluntarily termination of your employment, you shall continue to be entitled to (i) the First Retention Balance Payment and Second Retention Payment, and any other Retention Payment earned prior to such termination, (ii) the indemnity for your prior employment.

For purposes of this Agreement, "Cause" shall mean: (i) your failure to preform substantially all your material duties to the Company, (ii) theft or embezzlement of property of the Company or any of its affiliates, or dishonesty in the performance of your duties, (iii) any act(s) or omission(s) on your part constituting or your indictment or being charged with (x) a felony under the laws of the United States or any state thereof or (y) a crime involving moral turpitude, (iv) your willful malfeasance, gross negligence or gross misconduct in connection with your duties to the Company and/or (v) your material failure to comply with a lawful direction or instruction given to you by the Joint Provisional Liquidators of the fund, Management of the fund and/or your immediate supervisor. The existence of Cause shall be determined by Platinum in its reasonable judgment.



In consideration of the benefits and other obligations of Platinum to you pursuant to this Agreement, in order to protect the Proprietary Information (as described below) that has been and will be provided to you during your employment with Platinum and preserve the goodwill of Platinum, you hereby covenant and agree that you shall not, anywhere in the world, during the period of your employment with Platinum or any of its affiliates, directly or indirectly, own any interest in, manage, control, participate in (whether as an officer, director, manager, employee, partner, equity holder, member, agent, representative or otherwise), consult with, render services for, or in any other manner engage in any business in which Platinum is engaged in any manner other than on behalf of Platinum and its affiliates, provided that if your employment is terminated by Platinum without cause this paragraph shall no longer be applicable to you, and further provided that in the event you terminate this agreement or if your employment is terminated by Platinum with cause this paragraph shall only apply until the next applicable Payment Date. This paragraph shall simply augment all similar, prior obligations you may have, and is not intended to limit or diminish any existing obligation.

You agree that any and all information learned in connection with your employment, whether or not in writing, of a private, secret or confidential nature concerning Platinum's business, strategies, relationships, clients or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of Platinum and therefore shall not be shared with any third party or used by you other than as required in the performance of your duties while employed by Platinum, except as required by law. By way of illustration, but not limitation, Proprietary Information includes, without limitation, present and future business plans, business strategy, investor information, trade secrets, information relating to any potential investors, valuation reports or related valuation support, any and all legal documentation, risk report information, proprietary models, portfolio company investment level information, personally identifiable information, information relating to any and all potential or completed transactions, audited financial statements or work papers relating thereto, projections, any and all lender information, and any and all documentation relating to Platinum's inventions, products, processes, methods, techniques, formulas, compositions, compounds, projects, developments, plans, research data or financial data. This paragraph shall simply augment all prior confidentiality obligations you may have, and is not intended to limit or diminish any existing confidentiality obligation. Notwithstanding the foregoing, (i) nothing in this paragraph or Agreement prohibits you from reporting possible violations of federal law or regulation to any governmental agency or entity or self-regulatory organization or making disclosures that are protected under the whistleblower provisions of federal law or regulation; and (ii) in accordance with the Defend Trade Secrets Act of 2016, you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. You agree that Platinum may seek an injunction to enforce the obligations in this paragraph and the immediately preceding paragraph, in addition to any other damages to which it may be entitled, and any claims you may have against Platinum will not be a defense to enforcement of your obligations under this paragraph and the immediately preceding paragraph. This paragraph shall simply augment all similar, prior obligations you may have, and is not intended to limit or diminish any existing obligation.



As an employee of the Company, you are an Indemnified Person/indemnified party (as described in the Investment Management Agreement between PPVA and PMNY, and Portfolio Management Agreement between PCM and PPCO, both as amended from time to time), and subject to the procedures and limitations stated therein, you shall be indemnified by the Funds (as described in the Investment Management Agreement between PPVA and PMNY, and Portfolio Management Agreement between PCM and PPCO, both as amended from time to time) and applicable feeder funds against Losses sustained by the Indemnified Persons/indemnified parties prior to or following the date hereto.

Platinum hereby represents to you that Guidepost Solutions, LLC acting as an independent oversight advisor to Platinum has reviewed and consented to this Agreement

This Agreement does not change in any way the at will nature of your employment, nor does it confer upon you any right to continued employment or service with the Company or otherwise interfere with the right of the Company to terminate your employment for any reason and at any time, with or without notice.

The Company will withhold taxes (and other applicable withholdings) from any payments made hereunder to the extent required by law, but you will be solely responsible for all taxes incurred by you, including any taxes under Section 409A of the Internal Revenue Code of 1986, as amended, in respect of any payment made under this Agreement.

This Agreement is to be construed in accordance with, and governed by, the laws of the State of New York, without regard to the conflicts of law provisions thereof. Any dispute under this Agreement shall be brought exclusively in the federal courts sitting in New York County, New York (or if federal jurisdiction does not exist, in the state courts located therein). The parties hereto irrevocably consent to the jurisdiction of any federal or state court in New York County, New York, acknowledge that venue is proper in any such court and waive any argument that any other court would be more convenient or appropriate, based on the doctrine of *forum non conveniens* or otherwise, or that such court lacks personal jurisdiction over the parties. **YOU AND THE COMPANY HEREBY WAIVE YOUR RIGHT TO A TRIAL BY JURY IN ANY LITIGATION OR PROCEEDING ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.**

This Agreement contains the entire agreement of the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings regarding this topic, whether written or oral.

This Agreement may be changed or waived only by an agreement in writing signed by the parties hereto. This Agreement may be assigned in whole or in part by Platinum without your consent, but may not be assigned in whole or in part by you.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Platinum Partners  
250 West 55<sup>th</sup> Street, 14<sup>th</sup> Floor, New York NY 10019  
Tel. 212 582-2222 Fax. 212 582-2424


I would like to thank you for your continuing support to the Company. If the foregoing is acceptable to you, kindly acknowledge and accept by executing this Agreement where indicated below and return it to the Company as soon as practicable.

Very truly yours,



Mark Nordlicht, Chief Investment Officer on behalf of  
**Platinum Management (NY), LLC**  
**Platinum Credit Management, LLC**

And



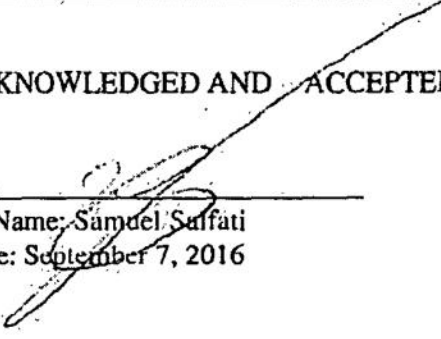
Mark Nordlicht, Chief Investment Officer of Platinum Management (NY), LLC, on behalf of **Platinum Partners Value Arbitrage Fund, LP** (for the period prior to August 25, 2016 and upon becoming reengaged by the Cayman court appointed liquidators if permissible under the terms of such re-engagement)

And



Mark Nordlicht, Chief Investment Officer of Platinum Credit Management, LLC on behalf of **Platinum Partners Credit Opportunities Master Fund, LP**

ACKNOWLEDGED AND ACCEPTED

By:   
Name: Samuel Salfati  
Date: September 7, 2016



# Platinum Partners

## PTM 217

### CREDITOR PROOF OF CLAIM FORM

This Proof of Claim Form is only for the use of creditors of the following Platinum Partners funds currently in the receivership being administered by Melanie L. Cyganowski in the case captioned *SEC v. Platinum Management (NY) LLC et al.*, Case No. 16-cv-6848 (BMC): (i) Platinum Partners Credit Opportunities Master Fund LP, (ii) Platinum Partners Credit Opportunities Fund (TE) LLC, (iii) Platinum Partners Credit Opportunities Fund LLC, (iv) Platinum Partners Credit Opportunity Fund (BL) LLC, (v) Platinum Liquid Opportunity Management (NY) LLC, (vi) Platinum Partners Liquid Opportunity Fund (USA) L.P., (vii) Platinum Partners Liquid Opportunity Master Fund L.P., (viii) Platinum Partners Credit Opportunities Fund International Ltd, and (ix) Platinum Partners Credit Opportunities Fund International (A) Ltd. (collectively, the "Receivership Entities").

This Proof of Claim Form is not for the use of investors in the Receivership Entities or for those who sought redemptions of their investment but did not receive payment therefor.

Please read the accompanying instructions before completing this Proof of Claim Form.

#### PART I

#### CLAIMANT INFORMATION

Last Name: Salfati First Name: Samuel

Company: \_\_\_\_\_

DBA (If applicable): \_\_\_\_\_

Social Security Number: [REDACTED] or Taxpayer Identification Number: \_\_\_\_\_

Telephone Number (Work): [REDACTED] Telephone Number (Home): \_\_\_\_\_

Email Address: [REDACTED]

#### PART II

#### NAME OF RECEIVERSHIP ENTITY AGAINST WHOM YOU MAY HAVE A CLAIM

(check only one; use additional forms if you have claims against more than one Receivership Entity)

- Platinum Partners Credit Opportunities Master Fund LP
- Platinum Partners Credit Opportunities Fund (TE) LLC
- Platinum Partners Credit Opportunities Fund LLC
- Platinum Partners Credit Opportunity Fund (BL) LLC
- Platinum-Liquid Opportunity Management (NY) LLC
- Platinum Partners Liquid Opportunity Fund (USA) L.P.
- Platinum Partners Liquid Opportunity Master Fund L.P.
- Platinum Partners Credit Opportunities Fund International Ltd.
- Platinum Partners Credit Opportunities Fund International (A) Ltd.
- Other (please identify):

Platinum Partners Value Arbitrage Fund, L.P.



PART III  
INFORMATION ABOUT CLAIM



Type of Claim:

- Services Claim
- Tax Claim
- Employment Compensation Claim
- Loan Claim
- Judgment Creditor Claim
- Other (please describe or attach pages as necessary)

Is all or part of the claim secured?

- No
- Yes, the claim is secured by a lien on property owned by a Receivership Entity.

Trade Payable

Description of collateral: \_\_\_\_\_

Asserted value of collateral: \_\_\_\_\_

Basis for perfection: \_\_\_\_\_

Amount of the claim that is secured: \_\_\_\_\_

Amount of the claim that is unsecured: \_\_\_\_\_

PART IV  
ADDITIONAL INFORMATION ABOUT CLAIMANT

Is the claimant an entity? If so, attach a list of all persons who directly or indirectly hold beneficial interests in the claimant exceeding ten percent (10%). No

Is the claimant a trust? If so, attach a list of the trustee and all trust beneficiaries No

Was, or is, the claimant (or the holder of any direct or indirect beneficial interest in the claimant) ever an officer, director or employee of a Receivership Entity or any other Platinum Partners fund or any of their affiliated entities? If so, please identify the individual, the entity for which s/he worked and provide the dates of the employment or work, title and responsibilities. See attached.

Was, or is, the claimant (or the holder of any direct or indirect beneficial interest in the claimant) related in any way to any current or former officer, director or employee of a Receivership Entity or any other Platinum Partners fund or any of their affiliated entities? If so, please identify the individual, the name of the current or former officer, director or employee of the Receivership Entity or any other Platinum Partners fund or any of their affiliated entities, the nature of the relationship and if known, the dates of his/her employment or work and title. No

PART V  
DECLARATION AND SIGNATURE

**Consent to Jurisdiction.** By submitting this Proof of Claim Form, you consent to the jurisdiction of the United States District Court for the Eastern District of New York (the "Court") for all purposes related to this claim and agree to be bound by its decisions, including, without limitation, a determination as to the validity and amount of any claims asserted against the Receivership Entities.

**Declaration.** I (WE) DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT THE INFORMATION SUPPLIED ON AND WITH THIS PROOF OF CLAIM FORM BY THE UNDERSIGNED IS TRUE AND CORRECT TO THE BEST OF MY (OUR) KNOWLEDGE.

[Signature]  
(Sign your name here)

03/27/2019  
(Date)

SAMUEL SALFATI  
(Type or print your name here)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g., Managing Member, Director, Officer, Executor or Administrator)

INSTRUCTIONS FOR COMPLETING PROOF OF CLAIM FORM FOLLOW

Mr. Salfati was employed by Platinum Partners from March 2011 to September 2017. From September 2016 to September 2017 he worked with and reported directly to the receiver (Bart M. Schwartz of Guidepost until he was replaced by Melanie Cyganowski of Otterbourg). Prior to the receivership, his responsibilities included sourcing new investment opportunities, financial analysis, risk assessment, portfolio management, and preparing assets for sale. After the receiver was appointed, his responsibilities included portfolio management and preparing assets for sale.

[Redacted]

CWR Form 24


Proof of Debt (standard form) (O.16, r.2)

THE COMPANIES LAW

PROOF OF DEBT

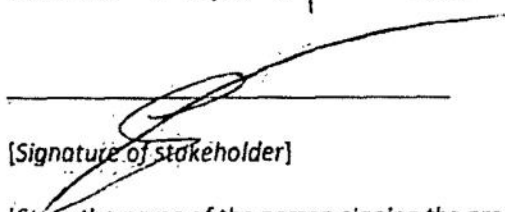
Platinum Partners Value Arbitrage Fund L.P. – In Provisional Liquidation

Grand Court Cause No. 131 of 2016

1	Stakeholder's Name	SAMUEL SALFATI
2	Stakeholder's Address and relevant contact details (please include a valid email address for correspondence)	
3	Amount of Claim	<p>\$200,000 Two hundred thousand</p> <p>Principal</p> <p>200,000 Two hundred thousand</p> <p>Interest (if any)</p> <p>NONE</p> <p>Total</p> <p>200,000 thousand</p>
4	Summarise the basis upon which the claim arises	<p>TRADER FEES PAYABLE FROM HERIT CONSULTING</p>
5	List of supporting documentation (copies of which must be attached)	Attached

6	Summarise basis for interest claim	N/A
7	Interest calculation	N/A
8	Particulars of any security held including a list of the relevant documentation	N/A
9	Value of the security and date of valuation	N/A

Dated this 9 day of September 2016



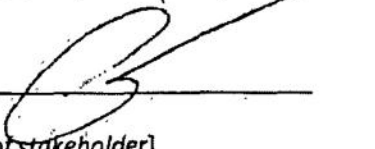
A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be 'S. [unclear]'. The line extends to the right of the signature.

[Signature of stakeholder]

[State the name of the person signing the proof of debt, the capacity in which he is authorized to sign on behalf of the creditor and his contact details.]

6	Summarise basis for interest claim	
7	Interest calculation	
8	Particulars of any security held including a list of the relevant documentation	
9	Value of the security and date of valuation	

Dated this 22 day of September 2016

  
\_\_\_\_\_

[Signature of stakeholder]

[State the name of the person signing the proof of debt, the capacity in which he is authorized to sign on behalf of the creditor and his contact details.]



# Platinum Partners

Platinum Partners Value Arbitrage Fund, LP  
250 West 55<sup>th</sup> Street, 14<sup>th</sup> Floor  
New York, NY 10019

To Whom It May Concern,

This letter is to confirm that the below Portfolio Manager has a validly existing Trader Payable made pursuant to the parameters in the Investment Management Agreement by and between Platinum Management (NY), LLC and Platinum Partners Value Arbitrage Fund, LP (the "Fund") as well as pursuant to the "Operating Expenses" section of the Private Placement Memorandum of the Fund.

Name of Portfolio Manager: Samuel Siffo

Amount of Trader Payable: \$200,000

Date: June 30, 2016

Respectfully,

  
Joseph San Filippo  
Chief Financial Officer

Platinum Management (NY) LLC  
250 West 55<sup>th</sup> Street, 14<sup>th</sup> Floor, New York, NY 10019  
Tel. 212 582-2222

[REDACTED]	119,370.36
[REDACTED]	688,206.21
[REDACTED]	1,468,440.96
[REDACTED]	321,207.02
[REDACTED]	8,348,831.79
[REDACTED]	1,927,153.03
Sam Salfati	<u>200,000.00</u>

Total Trader Fee Payable 13,073,209.37

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

-----X	
SECURITIES AND EXCHANGE	:
COMMISSION,	:
Plaintiff,	:
-v-	:
	:
PLATINUM MANAGEMENT (NY) LLC;	:
PLATINUM CREDIT MANAGEMENT, L.P.;	:
MARK NORDLICHT;	:
DAVID LEVY;	:
DANIEL SMALL;	:
URI LANDESMAN;	:
JOSEPH MANN;	:
JOSEPH SANFILIPPO; and	:
JEFFREY SHULSE,	:
	:
Defendants.	:
-----X	

No. 16-cv-6848 (BMC)

**CERTIFICATE OF SERVICE**

I hereby certify that on the 2<sup>nd</sup> day of July, 2019, a copy of the Receiver’s Opposition to Request of Samuel Salfati for Allowance and Payment of Administrative Expense Claim was (i) filed and served electronically via the Court’s ECF system and (ii) served on the party listed below via Federal Express:

Samuel Salfati  
27 West 16<sup>th</sup> Street, #5C  
New York, New York 10011

Dated: New York, New York  
July 2, 2019

**OTTERBOURG P.C.**

By: /s/ Erik B. Weinick  
Adam C. Silverstein  
Erik B Weinick  
230 Park Avenue  
New York, New York 10169  
Tel.: (212) 661-9100  
Fax: (212) 682-6104  
[asilverstein@otterbourg.com](mailto:asilverstein@otterbourg.com)  
[eweinick@otterbourg.com](mailto:eweinick@otterbourg.com)

*Attorneys for Melanie L. Cyganowski, as  
Receiver*