

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SECURITIES AND EXCHANGE	:	
COMMISSION,	:	
	:	
Plaintiff,	:	
	:	No. 09-CV-0063
v.	:	
	:	
JOSEPH S. FORTE and	:	
JOSEPH FORTE, L.P.,	:	
	:	
Defendants.	:	

COMMODITY FUTURES TRADING	:	
COMMISSION,	:	
	:	
Plaintiff,	:	
	:	No. 09-CV-0064
v.	:	
	:	
JOSEPH S. FORTE,	:	
	:	
Defendant.	:	

**TWELFTH REPORT OF MARION A. HECHT,
COURT-APPOINTED RECEIVER FOR
JOSEPH S. FORTE AND JOSEPH FORTE, L.P.**

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Dated: March 3, 2015

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- Exhibit 1: Receivership Fund Accounting Report as of February 16, 2015
- Exhibit 2: Joseph Forte LP—All Limited Partner Accounts as of February 16, 2015
- Exhibit 2.1: Joseph Forte LP—Limited Partner Accounts—Adjustments to Capital Account Balances this Reporting Period as of February 16, 2015
- Exhibit 2.2: Joseph Forte LP—Limited Partner Accounts—Net Winners Only as of February 16, 2015
- Exhibit 3: Schedule of Payments to Receiver, Receiver’s Counsel and other Professionals
- Exhibit 4: Receiver’s Plan for Receivership Estate Activities

Marion A. Hecht (“Receiver”), the Court’s appointed Receiver for Joseph S. Forte (“Forte”) and Joseph Forte, L.P. (“Partnership”), files her Twelfth Report. In summary, the Receiver’s efforts since the commencement of this Receivership proceeding have resulted in the receipt by the Receiver during this reporting period of \$2,214,910.09 as of February 16, 2015, and agreements that will result in the receipt in the subsequent 90 days of approximately \$1,650,000 more. The principal remaining unliquidated asset of the Estate are the Receiver’s claims against twenty-nine (29) investors which she is seeking to resolve within the next forty-five days. Twenty-five (25) of these investor accounts were opened either by or at the direction of individuals whom the Receiver contends were sophisticated investors who participated in the promotion of the Partnership or by their family members. In connection with the Receiver’s efforts during this reporting period, the Receiver would show the Court as follows:

I. BACKGROUND

On March 24, 1995, Forte executed a Certificate of Limited Partnership, which was filed with the Secretary of the Pennsylvania Department of State on April 3, 1995. The name of the Partnership so created was Joseph Forte, L.P., with Forte named as its General Partner and his home, 225 Fawnhill Rd., Broomall, PA, listed as the Partnership’s address. As set forth in the Limited Partnership Agreement dated February 28, 1995, its purpose was “[t]o form a fund to invest in securities futures.”

In fact, however, Forte operated the Partnership as a Ponzi scheme from the beginning. Over the years, Forte consistently reported annualized returns of approximately 18% to 38% every quarter, regardless of market conditions, thus attracting an increasing number of investors who became limited partners with an interest in the profits of the Partnership commensurate with

the amount of their cash investment. By the time that the Partnership filed its 2007 U.S. Return of Partnership Income (Form 1065), the Partnership had over 100 limited partners.

Following the exposure of the Madoff Ponzi scheme in late 2008, some investors sought assurances from Forte regarding the viability of the Partnership. While Forte may have given such assurances orally, he was unable to honor redemption requests. In late December 2008, Forte confessed to federal authorities about the fraudulent nature of the Partnership.

On January 7, 2009, the Securities and Exchange Commission (“SEC”) filed an action against Forte and the Partnership (collectively, the “Defendants”), alleging violations of the Securities Act of 1933 (“Securities Act”) and seeking injunctive relief, disgorgement of ill-gotten gains, and civil penalties pursuant to various provisions of the Securities Act. That same day, the Commodities Futures Trading Commission (“CFTC”) filed an action against Forte, alleging violations of the Commodity Exchange Act (“Commodity Act”) and seeking injunctive relief, disgorgement of ill-gotten gains, and civil penalties pursuant to various sections of the Commodity Act. Also on January 7, 2009, this Court entered a Consent Order of Preliminary Injunction and Other Equitable Relief.

On March 30, 2009, this Court entered in both cases an Order Appointing a Receiver (“Receivership Order”), pursuant to which the Court took exclusive jurisdiction and possession of the Defendants’ assets, monies, securities, choses in action, and properties, real and personal, tangible and intangible, of whatever kind and description, wherever situated, and any entities that the Defendants own or control or in which either of them have an interest (the “Receivership Assets”), as well as the Defendants’ books, records, computers, and documents (the “Receivership Records”). In the same order, Marion A. Hecht was appointed Receiver for the Receivership Assets and Records (collectively, the “Receivership Estate”), with the goal and

purpose of marshaling the Receivership Assets to maximize the recovery of defrauded investors.¹ The Receivership Order also stayed all civil actions or other proceedings involving the Receivership Assets or Receivership Records, other than the Receivership proceedings and any additional charges in the actions brought by the SEC and the CFTC. Also in that order, Lawrence T. Hoyle, Jr. and his law firm were appointed to serve as the Receiver's counsel.²

On September 30, 2009, this Court entered Partial Final Judgment as to All Defendants in the SEC action and a Consent Order of Permanent Injunction and Other Equitable Relief against Defendant Joseph S. Forte in the CFTC action.

On June 5, 2009, in the related criminal action brought by the U.S. Department of Justice, *United States v. Forte*, Criminal Action No. 09-304-1 (E.D. Pa.), Joseph Forte pleaded guilty to charges of wire fraud (18 U.S.C. §1343); mail fraud (18 U.S.C. §1341); bank fraud (18 U.S.C. §1344); and money laundering (18 U.S.C. §1957). On November 24, 2009, Forte was sentenced to 15 years imprisonment, five years supervised probation, and restitution of approximately \$35 million by the Honorable Jan DuBois of this Court. *Id.*, Docket Entry No. 35 (Nov. 24, 2009).

On July 11, 2011, the Securities and Exchange Commission filed an action against John Irwin, a Certified Public Accountant who did work for the Partnership, including the preparation of the Partnership's investor account statements and tax returns, and against Mr. Irwin's firm, Jacklin Associates, Inc., alleging violation of federal securities laws in connection with the

¹ At the time of her appointment, Ms. Hecht was affiliated with Goodman & Company, now known as Dixon Hughes Goodman LLP. On May 1, 2011, Ms. Hecht became a Managing Director at Clifton Gunderson LLP, now known as CliftonAllenLarson LLP, and the Court, by order dated May 3, 2011, approved Ms. Hecht's utilization of her new colleagues to assist her in connection with her activities as Receiver.

² At the time of his appointment, Mr. Hoyle was a partner at Hoyle, Fickler, Herschel & Mathes LLP. On January 3, 2012, Mr. Hoyle became a partner at Schnader Harrison Segal & Lewis LLP and the Court, by Order dated January 3, 2012, appointed Schnader as counsel to the Receiver.

Partnership, *SEC v. John N. Irwin and Jacklin Associates, Inc.*, Civil Action No. 11-cv-4429 (E.D. Pa.). On July 12, 2011, this Court entered judgments by consent against Mr. Irwin and Jacklin that, among other things, impose injunctive relief and require them to disgorge ill-gotten gains in amounts to be determined upon the SEC's subsequent motion. The Receiver has since negotiated an agreement to settle the claims against both Mr. & Mrs. Irwin and, on December 19, 2014, the Court approved the Joint Unopposed Motion of the SEC and the Receiver for Entry of a Final Judgment and Consent Order Against Defendant John J. Irwin.

On May 16, 2012, the Court entered the Order Setting a Claims Bar Date, Establishing Claims Resolution Procedures, and Approving Distribution Methodology (the "Bar Date Order"). That Order effected the following:

- established July 16, 2012, as the Bar Date for claims against the Receivership Estate;
- approved the Receiver's proposed procedures for the evaluation of both quantitative and qualitative aspects of claims against the Estate; and
- approved a hybrid distribution methodology for the allocation of Estate assets to claimants under which 50% of the assets available for distribution would be distributed according to the Rising Tide methodology, and then the remaining 50% of the assets would be distributed according to the Net Investment methodology.

Also on May 16, 2012, the Court issued a Memorandum opinion (the "Memorandum") setting forth the Court's reasoning in issuing the Bar Date Order and in overruling certain objections to the Receiver's proposals that had been raised by a total of forty limited partners. Among other things, the Memorandum established the standard that Investors who received

Partnership assets must meet in order to demonstrate their “good faith,” as that term is used in section 5108 of the Pennsylvania Uniform Fraudulent Transfer Act (“PUFTA”), in defending clawback actions brought by the Receiver. *See* Memorandum of May 16, 2012, at 10-13. The Court also confirmed that the Receiver has standing to bring clawback actions under PUFTA (Memorandum of May 16, 2012, at 14) and confirmed that any of the Receiver’s clawback claims under PUFTA that were brought or tolled by March 29, 2010, were timely and could seek the recovery of any transfers made during the life of the Partnership. (Memorandum of May 16, 2012, at 15.)

On February 5, 2014, the Court authorized an initial interim distribution in the amount of approximately \$1,500,000, representing approximately 62% of the total cash then in the Receivership’s bank accounts. Utilizing the previously approved hybrid distribution methodology, the amount distributed to any claimant was between 2.22% and 5.66% of their claim, depending on how much of their initial capital investment they had received during the operation of the Forte Partnership. Pursuant to the Court’s Order, on February 14, 2014, the Receiver distributed \$859,416.45 to 49 claimants whose claims the Receiver had recommended for qualitative approval as Category (iii) claims.³ In light of recent recoveries and the additional recoveries expected imminently, the Receiver is in the process of preparing a motion for approval of a second interim distribution of \$ 3.3 million in addition to the prior \$1.5 million distribution.

³ As a result of a rounding error in the computer program used by the Receiver to prepare the data incorporated into the order submitted to the Court in connection with her Motion To Approve Interim Distribution, the Motion sought approval to distribute \$859,416.46 even though the individual distributions requested to be approved (and in fact approved) by the Court totaled \$859,416.45. Throughout this Report, we refer to the \$859,416.45 actually distributed.

Pursuant to the first interim distribution order, the Receiver reserved \$637,601.30 (the “Deferred Claim Reserve”) for potential distribution to 26 claimants whose claims were not recommended for distributions at that time. In light of certain settlements negotiated by the Receiver during this reporting period, four investors have agreed to release their claims against the Receivership Estate, and therefore the total amount reserved has been reduced to \$607,452.70. In addition, as discussed in Section IV.C, the claim of Investor No. 1112 has now been recommended for qualitative approval and the Receiver shall recommend in her request for a second interim distribution that Investor No. 1112 be distributed the \$8,214 that was reserved for her in the first interim distribution in addition to the amount to which she is entitled in the proposed second interim distribution. Therefore, the number of “reserved” claims (not including that of Investor No. 1112) has been reduced to 20.

Pursuant to the Receivership Order, this Twelfth Report provides updated information regarding the known assets and liabilities of the Receivership Estate; a summary of the Receiver’s activities to date; and information regarding the Receiver’s plan together with an estimated schedule for further anticipated activities of the Receiver with respect to the Receivership Estate.

II. OVERVIEW OF THE RECEIVER’S ACTIVITIES

During the six months since the Eleventh Receiver’s Report, the Receiver has diligently continued her work to liquidate the Receivership Assets with the objective of maximizing the recovery for defrauded investors. During this Receivership period, the Receiver recovered \$2,214,910.09, the most that she recovered during any six-month period to date. She has also negotiated agreements that will result in additional recoveries of approximately \$1.6 million in the next 90 days, including \$1,386,906.02 to be distributed to the Receiver based on her claim in

the Irwin bankruptcy if the Bankruptcy Court approves the Trustee's pending distribution motion, as discussed in Section VI below; \$100,000 to be received from Saint Anastasia Church and School, as discussed in Section III.C.1 below; \$97,500 recently received in the MF Global SIPA proceeding after the date of the SFAR attached hereto as discussed in Section VII below; and approximately \$81,000 to be received in connection with the resolution of the pending lawsuits against plan participants in the CWR and Skee Ball profit sharing plans, as discussed in Section IV.C below.

A. Work on Asset Recovery

There was a total of \$4,285,371.56 in the Receivership bank accounts as of February 16, 2015, after the distribution of \$859,416.45 to the 49 claimants approved as Category (iii) claims. The total amount in the Receivership bank accounts includes the Deferred Claimant Reserve of \$607,452.70. See SFAR attached as Exhibit 1 for a reconciliation of the Deferred Claim Reserve.⁴

As shown in Exhibit 1 hereto and set forth in this Report and previous Receiver's Reports, the Receiver has successfully liquidated many of the assets, as well as a number of claims against third parties and limited partners, that were illiquid at the time of her appointment. A total of \$2,214,910.09 has been added to the Receivership bank account during the six months

⁴ The funds reserved as the Deferred Claim Reserve are subject only to the claims of the Deferred Claimants. The Court's February 5, 2014, order authorized the Receiver to make distributions to Deferred Claimants in an amount up to the amount reserved for any Deferred Claimant within ten days of the earlier of (a) the Receiver's filing with the Court a notice of proposed distribution recommending that a distribution be made to any Deferred Claimant or (b) the entry by the Court of a non-appealable order determining that a distribution should be made to a Deferred Claimant. However, should any Deferred Claimant's claim be disallowed in whole or in part, the appropriate amount reserved by the Receiver for such Deferred Claimant will be released from the Deferred Claim Reserve for the general use and benefit of the Receivership Estate. As discussed above at page 6, \$30,148.60 has been reduced from the reserve in connection with settlements reached with certain investors.

since the last Receiver's Report. This includes recovery of \$2,212,281.00 in settlement of various claims, plus interest of \$2,629.09 earned in the Receiver's bank accounts. This brings to \$7,439,124.35 the total collected by the Receiver since her appointment.

Other claims have been resolved in principle, although the Receiver had not yet received the proceeds of those settlements as of the date of the SFAR attached as Exhibit 1, including the following:

- the Receiver's claim in the bankruptcy proceedings commenced by Mr. Irwin, where a motion for an interim distribution is pending that would result in a distribution of \$1,386,906.02 to the Receiver (*see* Section VI of this Report);
- the Receiver's claim in the amount of \$250,000 in the MF Global receivership proceedings, where the Receiver has recently received \$97,500, representing a 39% distribution on that claim that is not reflected in Exhibit 1 hereto (*see* Section VII of this Report);
- the Receiver's settlement with Saint Anastasia Church and School in the amount of \$100,000 (*see* Section III.C of this Report)
- the Receiver's settlements with the plan participants in two profit sharing plans that had invested in the Partnership (*see* Section IV.C of this Report); and
- judgments totaling \$200,275 in connection with her clawback claims (*see* Section III.C of this Report).

Finally, the Receivership Estate still contains a few assets that remain to be liquidated, including:

- one Forte investment in a closely held business (*see* Section III.B of this Report);

- a few small claims against charities and individuals who received gifts from Forte using Ponzi money fraudulently obtained from the Limited Partners (*see* Section III.C of this Report);
- clawback claims against those limited partners who the Receiver alleges have received Partnership assets in violation of PUFTA, including claims for net winnings of \$3,302,320 as well as claims for principal against those limited partners that the Receiver contends were sophisticated investors who participated in the promotion of the Partnership (*see* Section IV.C of this Report); and
- clawback claims against two apprentices who were employed by the Partnership to learn Forte's trading system (*see* Section V of this Report).

As noted in prior Receiver's Reports, the Receiver continues to believe it is unlikely that there will be sufficient assets recovered to make the Limited Partners whole. However, as discussed below, the Receiver is planning a second interim distribution and expects to file a motion with the Court shortly.

B. Claims Administration

In early 2014, to allow for an interim distribution to some claimants while she completes both her qualitative claims analysis and her clawback efforts, the Receiver sought and obtained approval for a partial interim distribution pursuant to which she was authorized to distribute \$859,416.45 to 49 claimants whose claims the Receiver had recommended for qualitative approval as Category (iii) claims, while reserving \$637,601.30 for potential future distribution to 26 claimants whose claims were not recommended for distribution as of the time that the Receiver filed her motion for approval to make the interim distribution. As discussed above and as shown on the SFAR attached as Exhibit 1, as a result of settlements recently negotiated, the

reserve has now been reduced to \$607,452.70. In light of the substantial recoveries received during this reporting period, the Receiver intends to seek authority to make a second interim distribution of \$3.3 million within the next several weeks.

C. Administrative Tasks

In addition to continuing the implementation of the claims process and performing the substantive work of evaluating and recovering assets described throughout this report, during this reporting period the Receiver continued to perform necessary administrative tasks and legal duties, including communication with limited partners and their counsel about developments in the Receivership and maintenance of a website for the Receivership on which all publicly filed documents are posted.

During this reporting period, the Receiver and her counsel filed their Seventh Interim Fee Petition, covering the seventh month period from March 1, 2014 through September 30, 2014. That petition was approved by the Court on February 18, 2015. In approving the petition, the Court noted the substantial interim payments of compensation approved by the Court to date; specifically, the Court has approved payments of \$2,443,740.46, including payments to the Receiver and her firms of \$916,440.87 (which includes expenses of \$9,422) and payments of \$1,440,624.60 to her counsel (which includes expenses of \$199,184.95) both at the Hoyle Law Firm and Schnader), and \$86,675.00 (which includes expenses of \$233) to other professionals. In light of the assets recovered over the pendency of the Receivership, the Court has held back fees of \$2,576,533.49. Attached as Exhibit 3 is a schedule listing on a professional entity-by-professional entity basis the Court approved payments of fees and disbursements as well as the amounts held back for consideration at the end of these proceedings.

The Receiver and her counsel are in the process of preparing their Eighth Interim Fee Petition for review by the SEC and CFTC and for filing with the Court approximately 30 days thereafter.

III. RECEIVERSHIP ESTATE ASSETS

A. Receivership Accounts at Eagle and Presidential Banks

As of February 16, 2015, the Receiver had a total of \$4,285,371.56 in the receivership bank account at Eagle Bank and an Insured Cash Sweep Account (ICS) with Promontory Interfinancial Network LLC, through Eagle Bank. This amount includes the Deferred Claimant Reserve of \$607,452.70. All bank accounts are insured by FDIC. *See* Exhibit 1 for the Receiver's accounting of cash activity.

B. Real Entertainment Group, Inc.

Real Entertainment Group, Inc. ("Real") operates World Café Live in Philadelphia, PA. Its business model is to develop a portfolio of live music and restaurant venues under the "World Café Live" brand name. The website is www.worldcafelive.com.

As previously reported, Forte invested \$25,000 in Real, purchasing 25 shares of Series B Preferred Stock which is a less than one percent interest. Real forwards updated financial information to the Receiver on a regular basis, which the Receiver monitors.

More than two years ago, the Receiver received an offer for the 25 shares of Series B Preferred Stock, which she deemed too low to accept. In January 2015, the Receiver attended a conference call for investors and offered to sell her shares to existing investors. To date, there has been no interest.

C. Gifts and Donations

1. Donations to Charities and Organizations

As set forth in previous Receiver's Reports, Forte made significant charitable donations to numerous organizations and virtually all of these organizations have agreed to return substantial portions of the donations. *See Exhibit 1.*

During this reporting period, the Receiver settled claims against three schools – Cardinal O'Hara High School, St. Anastasia Church and School, and Monsignor Bonner High School – that were the recipients of significant donations from Forte. The Consent Order concerning the settlement of the Receiver's claims against Cardinal O'Hara High School and Monsignor Bonner High School was approved by the Court on October 21, 2014 and provided for a payment of \$489,349 by the Archdiocese of Philadelphia on behalf of the two high schools. The Archdiocese has made that payment to the Receiver. Additionally, the Consent Order concerning the Receiver's claims against St. Anastasia School was approved by the Court on January 21, 2015 and provides for a payment of \$100,000 by St. Anastasia. That payment is due on or before March 22, 2015. With the concurrence of counsel for the Receiver and counsel for the three charities, the Receiver negotiated directly with the claimants, as she did with Mr. Irwin and his daughters' counsel, and avoided protracted litigation expenses in the best interest of the estate.

As also previously reported, in March of 2010, the Receiver executed tolling agreements with three other organizations that are subject to demands from the Receiver for the return of gifts totaling approximately \$15,888. The Receiver has recently decided to abandon these three claims because the Rotary Club of Haverford, which received the largest contribution of \$11,088, provided evidence to the Receiver that it had provided exchange value for the contribution and it does not appear to be in the best economic interests of the estate to pursue the

two remaining contributions of \$3000 to the Gundaker Foundation/Rotary Club and \$1800 to the Rotary Foundation.

2. Gifts and Loans to Friends, Family, and Third Parties

As reported in previous Receiver's Reports, the Receiver made demands to recipients of gifts and loans made by Forte to friends, family and other third parties. The Receiver currently has tolling agreements with two such persons; she filed suit against six donees on March 29, 2010, under the caption *Marion Hecht, as Receiver for Joseph Forte, L.P. v. Laura Forte, et al.*, Civil Action No. 10-1375 (the "*Laura Forte* action"), and filed suit against a seventh donee on April 22, 2011, under the caption *Marion Hecht, as Receiver for Joseph Forte, L.P. v. Nassib*, Civil Action No. 11-2716. To date, the claims in the civil actions have been resolved through settlements and judgments totaling \$214,775 and the Receiver has received \$18,050 of that amount:

Donee	Amount of Consent Order or Judgment	Paid	Balance Remaining	Comments
Laura Forte	\$96,275	\$0.00	\$96,275	Judgment entered pursuant to an agreement to defer collection and to enforce the judgment against Ms. Forte's estate upon her death. The Receiver intends to sell this judgment in connection with the wind-up of the Receivership Estate.
Charlie Cannon	\$26,000	\$3,550	\$22,450	In 2012, Mr. Cannon requested a temporary reduction in payment to \$250/month and a deferment of late payments. Since the Ninth Receiver's Report, he has paid nothing, although Mr. Cannon promised to resume payments in September 2014, but has failed to do so. The Receiver

				intends to record and sell this judgment in connection with the wind-up of the Receivership Estate.
Gil Nassib	\$12,500	\$12,500	\$0.00	Paid in Full
John Forte	\$78,000	\$0.00	\$78,000	Mr. Forte has failed to respond to any of the Receiver's communications concerning this judgment. The Receiver intends to sell this judgment in connection with the wind-up of the Receivership Estate.
George Long	\$2,000	\$2,000	\$0.00	Paid in Full

As part of the Receiver's settlement with Investor #1102, as described in Section IV.C below, the Receiver dismissed her claim against Heritage Land Transfer, one of the two remaining defendants in *Laura Forte* action. On February 20, she dismissed her claim against Mercedes Lynch, the sole remaining defendant who demonstrated that the money paid to her by Forte was in repayment of a loan she previously made to Forte, and therefore was for value. Accordingly, the *Laura Forte* action has now been terminated.

There are two other donees – Harry Beisser, who received \$5,000, and Rose Saddler, who received \$21,800 – who entered into tolling agreements with the Receiver but who have claimed that they are financially unable to return the gifts, as well as other defenses to the Receiver's claims. The Receiver's counsel has reopened communications with these claimants and hopes to have these matters resolved in the next thirty days.

IV. INVESTOR ACCOUNTS

A. Receiver's Accounting of Investors' Accounts and Evaluation of Their State of Mind

Because of the nature of the Ponzi scheme, investors' capital accounts were inflated with phantom profits. Starting with preliminary analyses undertaken by the SEC, the Receiver

reconstructed investors' capital accounts. Attached as Exhibit 2 is an updated summary schedule of reconstructed investor balances, identified by investor number,⁵ after elimination of phantom profits,⁶ as well as other adjustments discussed below. After reconstruction, account balances that appear in parentheses show the amount by which an investor was a "net winner" – in other words, an investor who received payments of false profits over and above the return of the investor's original capital contributions. Balances that do not appear in parentheses show the amount by which the investor was a "net loser" – that is, an investor whose investment exceeded withdrawals from the account and who therefore was eligible to assert a claim against the Receivership Estate. Attached as Exhibit 2.1 is a schedule showing the investor accounts that have been adjusted since the Receiver's First Report. This schedule includes adjustments resulting from distributions pursuant to the Court-approved first interim distribution⁷; payments pursuant to settlement agreements⁸; investors' withdrawals of certain claims in consideration of the Receiver's settlements with other "related" investors; the Receiver's withdrawal of a claim

⁵ Investor numbers were assigned in order to maintain the privacy of the Partnership's investors. The SEC notified investors of their specific Investor Numbers. In addition, the Receiver assigned a new number, R01, to an investor identified by the Receiver. Investors are requested to contact the Receiver for any assistance with respect to their Investor Numbers via email at marion.hecht@claconnect.com.

⁶ In reconstructing the Limited Partners' capital accounts, it was necessary for the Receiver to take account of the fact that certain investors ("Transferor LPs") transferred some of their limited partnership interests to other limited partners ("Transferee LPs"); those intra-fund transfers have been recognized to the extent there was available capital in the Transferor LP account. As discussed below at page 18, in connection with the litigation against Investors No. 1112 and 1113, the Court approved the Receiver's accounting with respect to the separate identities of individual accounts established by related investors, even when there were transfers among those accounts.

⁷ Exhibits 2 and 2.1 list only the distributions to investors in Joseph Forte LP, which total \$834,290.11. As discussed in the Receiver's Motion for Approval of Interim Distribution, the Receiver designated as priority 1 Claimants not only Limited Partners but also two other claimants who loaned money to Joseph Forte which was deposited into the Joseph Forte L.P. bank account and was used to satisfy Limited Partner redemption requests (Michael and Donna McCorkle and Joseph McManus). The distributions of \$25,126.34 to these two claimants and the distributions of \$834,290.11 to the Limited Partners total \$859,416.45, as approved by the Court.

⁸ For the settling limited partners who have agreed to pay in full the agreed-upon settlement amount, the balance reflected in the Capital Account Balance column on Exhibit 2 is zero (shown by a dash), and the amount of settlement remaining unpaid is identified in the column marked Settlement Amounts Due (as a result of timing and/or other circumstances).

for Net Winnings against a dissolved corporate entity; and information received from investors in connection with the bar date process discussed below.

B. Claims Made By Investors

Pursuant to paragraph (3) of the Bar Date Order, the Claims Bar Date was July 16, 2012. The Receiver received a total of 96 claim forms, including seven “late” claims. A total of 79 claims were received from Limited Partners (one of which was submitted on behalf of two limited partners) and 17 claims were received from other claimants. The Receiver assembled, examined, and analyzed all those claims against the Receivership Estate. On August 15, 2012, pursuant to paragraph 10(a) of the Bar Date Order, the Receiver filed her Preliminary Quantitative Claims Report with the Court and served it on all claimants. On September 27, 2012, she filed her Update to the Preliminary Quantitative Claims Report of Marion A. Hecht, Receiver for Joseph S. Forte and Joseph Forte, L.P. (the “Preliminary Quantitative Claims Update”) (Dkt. No. 133 of Case 09-cv-0063). The Receiver initially recommended that the quantitative claims be divided into 77 priority 1 claims⁹ totaling \$34,592,576, two priority 2 claims¹⁰ totaling \$4,341.61, and 18 disallowed claims. In connection with the settlement of the Receiver’s claims against some investors who were net winners, related claimants have agreed to reduce their claims. During this reporting period, four investors with claims valued at \$903,500

⁹ Claimants designated as priority 1 are individuals or entities whom the Receiver recognizes as having claims against Joseph Forte, L.P. either because they were Limited Partners or, in the case of Michael and Donna McCorkle and Joseph McManus, because they are individuals who loaned money to Joseph Forte which was deposited into the Joseph Forte L.P. bank account and was used to satisfy Limited Partner redemption requests.

¹⁰ Claimants designated as priority 2 are individuals or entities who made claims against Joseph Forte personally for money that he allegedly owed to them. The Receiver has recommend that the Receivership Estate pay claims designated as priority 2 only if there are funds remaining after all priority 1 claims have been paid in full. Based on the recovery to date, it is unlikely that there will be any distribution to priority 2 claimants.

have agreed to release their claims against the Receivership Estate, bringing the total value of withdrawn claims to \$1,545,088 and reducing the priority 1 quantitative claims to \$33,047,488.

The Receiver has continued the implementation of the claims process mandated by the Bar Date Order on May 16, 2012, by analyzing the level of notice of the fraud attributable to each investor who had submitted a quantitative claim for purposes of categorizing each investor into one of the three categories set forth in Paragraph 10(e) of the Bar Date Order:

- (i) if the Receiver determines that an investor was a culpable participant in Joseph S. Forte's Ponzi scheme either by knowingly or recklessly taking actions that furthered the Ponzi scheme or by willfully closing his or her eyes to the fraud, the Receiver shall recommend no distribution to that investor;
- (ii) if the Receiver determines that an investor was on inquiry notice with respect to the illicit operation of the Partnership, the Receiver shall recommend that the investor share equitably in distributions only if (1) the false profits and principal withdrawn during the period after the investor was on inquiry notice are returned to the Receivership Estate or (2) the Receiver and the investor reach an agreement that is approved by the Court concerning a recommended claim amount that takes into account the investor's level of inquiry notice; and
- (iii) if the Receiver determines that an investor was not on inquiry notice with respect to the illicit operation of the Partnership, such investor shall be allowed his or her full share as calculated under Paragraph (15) of this Order.

Bar Date Order at ¶ 10(e). As previously reported to the Court, for purposes of making the qualitative determination, the Receiver took the depositions of certain investors in addition to reviewing all the materials in her possession.

Also as previously reported, the Receiver sent notices on February 28, 2013, of her Qualitative Claim Determination to each investor whom she has determined is a Category (iii) claimant – *i.e.*, an investor who was not on inquiry notice with respect to the illicit operation of the Partnership and who therefore is entitled to the full share of his or her claim. On February 5,

2014, the Court authorized an initial interim distribution of \$859,416.45 to the 49 claimants whose claims the Receiver had recommended for qualitative approval as Category (iii) claims.

In the same order, the Court authorized the establishment of a reserve in the amount of \$637,601.30 (the “Deferred Claim Reserve”) for potential distribution to the 26 claimants who the Receiver had recommended not receive a distribution at this time. During this reporting period the number of claimants whose claims were “reserved” was reduced by six. The claims of four of the investors related to John Irwin – Investor Nos. 1057, 1059, 1082, and 1116 – for which reserved funds totaling \$30,148.60 have been released. Additionally, litigation with Investors No. 1112 and 1113 was resolved with the Court determining the accounts of this husband and wife were separate and could not be netted for purposes of reducing or eliminating the net winnings of Investor No. 1113. Therefore, the consent order with Investors No. 1112 and 1113 providing for the return of the net winnings received by Investor No. 1113 with interest also provided that the Receiver would recognize the claim of Investor No. 1112 for the loss of her investment in the Partnership. As such, the Receiver will recommend approval of the claim of Investor No. 1112 and will deny the claim filed by Investor No. 1113 on the grounds that the Court determined that he was a net winner and therefore not entitled to assert a claim against the Receivership Estate. The 20 remaining reserved claimants include two claimants whose claims are to be withdrawn in connection with settlements that are being documented (one claimant related to John Irwin and one claimant related to a defendant named in one of the pending lawsuits described below) and eighteen (18) claimants named in or related to the defendants named in the draft complaint described below on page 19. If the Receiver and these claimants cannot reach a resolution of whether their claims should be allowed after a good faith effort, the

Receiver will either submit the disputes to the Court for resolution pursuant to the procedures set forth in paragraph 11 of the Bar Date Order or file clawback litigation against them.

C. Receiver's Claims Against Limited Partners

The Receiver has potential claims against each Limited Partner that received any distributions from the Partnership. Only some of those distributions – the distributions in excess of the amount contributed by the limited partner, or the “net winnings” – can be recovered without a showing regarding the relevant investor’s state of mind.

To preserve her right to pursue clawback claims against Limited Partners for net winnings and/or principal in appropriate cases, the Receiver executed tolling agreements with 95 limited partners or their subsequent transferees who did not take for value.

During this reporting period, the Receiver finished a draft complaint involving 25 limited partnership accounts seeking to recover net winnings and principal distributed to or at the direction of individuals whom the Receiver contends were sophisticated investors and who participated in the promotion of the Partnership, as well as net winnings received by certain of their family members. The Receiver’s counsel is now engaged in discussions with counsel for those investors and is prepared to commence litigation if her claims cannot be amicably resolved, after good faith discussions, in the next 45 days.

The Receiver has undertaken these efforts primarily in connection with her efforts to negotiate favorable settlements of her claims. In this reporting period, the Court has approved settlements with five limited partners and with John Irwin totaling \$2,117,255.80 in cash recoveries. Those settlements are as follows:

DATE OF COURT APPROVAL	INVESTOR NUMBERS OF SETTLING LIMITED PARTNERS	SETTLEMENT AMOUNT
12/19/14	1057, 1059, 1059.5, and 1061	\$1,151,655.80 and the release of the claims against the Receivership Estate of Lucy Irwin, Investor No. 1057, and the John Irwin IRA, Investor No. 1059 (including \$23,444.20 currently held in reserve)
2/6/2015	1060, 1082, and 1116	\$49,300 from Investor 1082 (one of John Irwin's daughters) and the release of her claim against the Receivership Estate (including \$2,708.40 currently held in reserve); \$41,300 from Investor 1116 (another of John Irwin's daughters) and the release of her claim against the Receivership Estate (including \$3,996 currently held in reserve); the amount paid by Investors 1082 and 1116, both of whom were net losers, exceeds the total claim for net winnings against Investor 1060 ¹¹
1/15/2015	1102	\$550,000
12/29/2014	1113	\$325,000

As shown on the SFAR attached as Exhibit 1, the payment agreed to in these settlements have been received, except for the cash settlement with Investor 1116 (which was received after the

¹¹ As discussed below in Section VI, the Receiver has recently entered into an agreement with the third Irwin daughter (Investor 1095) pursuant to which she will release all claims against the Receivership Estate, including the \$5,537.90 that is currently held in reserve for her claim.

cutoff date for the SFAR). The SFAR also indicates those settlements which include interest collected in connection with the settlement of net winnings claims.

There were only two Limited Partners from whom the Receiver sought a tolling agreement who did not ultimately execute a tolling agreement. The Receiver commenced a lawsuit against those Limited Partners, Investors #1102 and #1119, on March 29, 2010, which was resolved during this reporting period, as discussed below. The Receiver also terminated her tolling agreements with three Limited Partners and filed complaints against them, including *Hecht v. Coll*, No. 13-cv-03188 (which was previously resolved and discussed at length in Section VI of the Eleventh Receiver's Report) and *Marion Hecht, as Receiver for Joseph Forte, L.P. v. Investors #1112 and #1113*, Civil Action No. 13-5382. During this reporting period the Receiver settled her litigation with Investors No. 1112 and 1113.

The litigation with Investors No. 1112 and 1113 concerned the Receiver's demand for the return of net winnings of \$278,482 received by Investor No. 1113. The Receiver filed a motion for partial summary judgment on June 13, 2013 seeking the return of the net winnings. In opposition to this motion, Investors No. 1112 and 1113 argued that: (1) they did not have separate accounts as they never intended for the Partnership to establish separate accounts for them; and (2) that, even if they had separate accounts, a \$250,000 intrafund transfer from the husband's Partnership account to his wife's Partnership account should not be considered a distribution for purposes of determining the husband's net winnings. The Court rejected both of these arguments and, on December 1, 2014, found in the Receiver's favor and ordered Investor No. 1113 to return the net winnings of \$278,482 along with prejudgment interest. Following the Court's order and opinion of December 1, 2014, the parties negotiated a settlement by which Investor No. 1112 agreed to pay the Receiver \$325,000 and the Receiver agreed to recommend

for approval the claim of Investor No. 1113. The consent order setting forth this agreement was approved by the Court on December 29, 2014.

Additionally, during this reporting period the Receiver settled her litigation with Investor # 1102 in the action *Marion Hecht, as Receiver for Joseph Forte, L.P. v. Investors #1102 and #1119*, Civil Action No. 10-1377, thus resolving this action (having settled with Investor No. 1119 in 2011). On June 2, 2011, the Court granted the Receiver's Motion for Partial Summary Judgment against Investor #1102, awarding \$519,547 in net winnings plus pre-judgment interest to the Receivership Estate. For many years after that, Investor #1102 failed to respond to the Receiver's requests about this matter or to provide financial information concerning his ability to pay this judgment. Finally, Investor #1102 re-retained counsel and the parties were able to negotiate a settlement by which Investor #1102 agreed to pay the Receiver \$550,000. The consent order setting forth this agreement was approved by the Court on January 15, 2015, and Investor No. 1102 has paid this amount in full.

Accordingly, at present, the Receiver is the plaintiff in three lawsuits asserting the Receiver's claims against limited partners and/or their transferees:

- *Marion Hecht, as Receiver for Joseph Forte, L.P. v. John Does, Crawford, Wilson and Ryan Profit Sharing Plan Participants, Numbers 1-250*, Civil Action No. 10-1376: The Receiver has sued the participants in a profit-sharing plan that was a limited partner and net winner in the Ponzi scheme (Investor #1020). The Receiver has negotiated and obtained Court approval of a partial settlement agreement, pursuant to which three of the defendant plan participants agreed to pay the indicated amounts to the Receiver: Wilson – \$13,500; Morton – \$3,000;

and the co-executors of the Brice estate – \$8,000.¹² This is a partial settlement, with the Receiver preserving her claims against defendants Crawford and Ryan, who were not parties to the settlement agreement. The Receiver has reached an agreement in principle with defendants Crawford and Ryan which she hopes to submit for Court approval by the end of the month.

- *Marion Hecht, as Receiver for Joseph Forte, L.P. v. John Does, Skee Ball Profit Sharing Plan Participants, Numbers 1-250*, Civil Action No. 10-1373: The Receiver has sued the participants in this profit-sharing plan that was a limited partner and net winner in the Ponzi scheme (Investor #1120). After the Court denied the defendants' motion to dismiss the First Amended Complaint, the defendants filed their Answer to that complaint. During this reporting period, the Receiver has reached an agreement in principle with the defendants which she hopes to submit for Court approval by the end of the month.
- *Marion Hecht, as Receiver for Joseph Forte, L.P. v. Abraham Lincoln Foundation of the Union League of Philadelphia, et al.*, Civil Action No. 10-1372: This action against charitable transferees of one of the limited partners has been stayed pursuant to the Court's Order of April 15, 2010. Accordingly, no activity has taken place in this case during the current period. The philanthropic fund that was the limited partner that transferred funds to the charities named in this suit is named as a defendant in the in the draft complaint discussed *supra* at page 19.

¹² The Receiver agreed to accept less than 100% of the Net Winnings arguably traceable to the settling defendants because of their unique defenses (for example, the argument that the Receiver's claims were preempted by the Employee Retirement Income Security Act, 29 U.S.C. § 1001) and because the Executors of the Brice Estate demonstrated that the Estate lacked sufficient assets to pay the \$35,000 for which the Receiver alleges that it is liable.

When the claims against the transferees of the two profit-sharing plans have been resolved, the Receiver will have unresolved claims against sixteen limited partners, whose net winnings, according to the Receivers' calculations, total \$3,101,795. These limited partners include twelve limited partners who are named in the draft complaint discussed *supra* at page 19 and from whom the Receiver seeks \$2,550,957.00 (Investors #1032, #1077, #1046, #1042, #1038, #1043, #1036, #1054, #1039, #1045, #1037 and #1064) and four other limited partners from whom the Receiver seeks \$550,838.00 (Investors #1025, #1083, #1089, and #1090). By the end of this week, the Receiver will terminate her tolling agreements with the latter four investors – Investors #1025, #1083, #1089, and #1090 – in the expectation that these four investors will either propose a settlement or demonstrate that they lack sufficient assets to return the net winnings that they received. If the claims against these four net winners cannot be resolved within the 45 days provided by the tolling agreements before she can file a complaint, the Receiver intends to file clawback litigation limited to her claims for net winnings and, as soon as possible after the deadline for these investors' answers to the complaint, file a motion for judgment on her claims for net winnings plus interest.

V. RECEIVER'S CLAIMS AGAINST APPRENTICES TO JOSEPH FORTE

Jacklin Associates employed "apprentices" to Joseph Forte who were to learn the trading system allegedly used by Forte. The first apprentice was put on the payroll in 2000; there were three apprentices by the end of 2008. Two of these apprentices were also limited partners. Over the years, salary payments reflected on the three apprentices' W-2 forms totaled approximately \$2,300,000, all of which was money stolen from the Limited Partners. As reported in previous Receiver's Reports, the Receiver executed tolling agreements and engaged in discovery with all three apprentices.

During the last Reporting Period, the Receiver resolved her claims against one of the apprentices, Edmund Coll. Based on his financial condition and his demonstrated inability to pay any additional funds. Mr. Coll paid \$325,000 to the Receiver, which was less than his net winnings.

One of the two other “apprentices” is named as a defendant in the draft complaint discussed *supra* at page 19. As to the third apprentice, James Boudwin, the Receiver’s counsel has recently renewed her requests to his counsel for financial information about his ability to repay any of the funds that he received. If Mr. Boudwin demonstrates an inability to pay, she will abandon this claim.

VI. RECEIVER’S CLAIMS AGAINST JOHN IRWIN AND JACKLIN ASSOCIATES

As discussed in the previous Receiver’s Reports, the Receiver had significant claims against John Irwin (“Mr. Irwin”), the original limited partner of, and accountant for, the Partnership; and Jacklin Associates, Inc. (“Jacklin”), a company of which Mr. Irwin was President that provided accounting and other services for the Partnership. Mr. Irwin and Jacklin provided diverse services to the Partnership, including the preparation of the Partnership’s tax returns for and reports to the limited partners, as well as payroll and other record-keeping services. Mr. Irwin was also actively involved in the formation of the Partnership; the solicitation of new limited partners and of additional investments from existing partners; and the receipt from, and disbursement to, limited partners of Partnership funds.

As reported in the Third Receiver’s Report, the Receiver determined that settlement negotiations with Mr. Irwin and Jacklin would be fruitless and filed a Complaint against Mr. Irwin and Jacklin in this Court on March 29, 2010, captioned *Marion Hecht, as Receiver for Joseph Forte, L.P. v. John N. Irwin and Jacklin Associates*, Civil Action No. 10-1371. That

litigation was ongoing when on May 27, 2010, Mr. Irwin and Jacklin each filed a Voluntary Petition under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Pennsylvania.

As reported in earlier Receiver's Reports, the Receiver, as the largest creditor of Irwin and Jacklin, was an active participant in both the Irwin and Jacklin bankruptcy proceedings. The Receiver filed claims in each proceeding in the amount of approximately \$34 million based upon Mr. Irwin's and Jacklin's transactions, and conduct in connection, with the Partnership. On December 18, 2014, the Receiver, with the consent of the Liquidating Agent for the Irwin Bankruptcy Estate, submitted an amended claim in the amount of \$31,887,441.00.

On August 11, 2011, the Bankruptcy Court granted Jacklin's motion to dismiss its Chapter 11 case, a motion that was based in part on Jacklin's contention that it was unable to reorganize because it had insufficient assets.¹³ As noted in the Fifth Receiver's Report, the Receiver has concluded that Jacklin does not now have sufficient assets to warrant restarting active litigation against Jacklin in Civil Action No. 10-cv-1374 that is pending before this Court and had been stayed by the pendency of the bankruptcy. Instead, she decided to pursue her claims against Jacklin's shareholders – Mr. Irwin and his three daughters. As discussed below, those claims have now been resolved except for the claim against one daughter, for which settlement documentation is being prepared and will be submitted for court approval. Upon approval, the Receiver intends to dismiss her suit against Jacklin.

On January 12, 2012, Mr. Irwin's Second Amended Plan of Reorganization, which had been revised to address the Receiver's objections, was confirmed. On March 19, 2012, the

¹³ The Receiver had withdrawn her objection to the motion to dismiss subject to her stipulation with Jacklin that provided for, among other things, Jacklin's continued cooperation with the Receiver's discovery efforts.

Receiver and Mr. Irwin (as the Debtor) filed a Joint Status Report with the Bankruptcy Court reporting the appointment of George L. Miller, CPA, CFE, of the Philadelphia firm of Miller Coffey Tate LLP, as the Liquidating Agent who was given custody of the bankruptcy estate's assets under the Plan and was provided significant powers under the Plan to seek the recovery of and to disburse assets of the bankrupt estate.

On January 6, 2015, Counsel for the Liquidating Agent filed with the Bankruptcy Court a quarterly report for the fourth quarter of 2014 which indicated total cash on hand of \$2,057,857.17. On January 30, 2015, Counsel for the Liquidating Agent filed a Motion for Approval of an Interim Distribution to Creditors seeking approval to make a pro rata, interim distribution of \$1,500,000 to allowed unsecured claims. The Receiver's approved claim of \$31,887,441.00 represents 92.46% of the total allowed claims. As such, the Liquidating Agent proposes to distribute an interim distribution of \$1,386,906.02 to the Receiver. The Bankruptcy Court has scheduled a hearing on March 11, 2015, on the Motion for Approval of an Interim Distribution and the Receiver expects that the interim distribution will be made soon thereafter.

Pursuant to Article 14 of the Plan, the confirmation of the Plan did not discharge the Receiver's claims under non-bankruptcy law that the Receiver, and not Mr. Irwin, is the lawful owner of certain assets that Mr. Irwin declared as exempt. During this reporting period, the Receiver resolved these claims against John Irwin and related claims against his wife Lucy Irwin.

The Receiver's settlement with Mr. Irwin and his spouse paralleled the settlement by the Securities and Exchange Commission of its action against Mr. Irwin and Jacklin, alleging violation of federal securities laws in connection with the Partnership, docketed at 11-cv-4429 (E.D. Pa.) (the "SEC Action"). SEC Counsel and Receiver's counsel agreed the Receiver should

conduct the due diligence with respect to Mr. Irwin's and his spouse's assets and determine an appropriate cash settlement which is outlined below and has been recovered. Specifically, on September 11, 2014, John Irwin provided to the SEC a signed consent and proposed judgment in connection with the SEC Action, agreeing to the entry of a Final Judgment which orders him to pay disgorgement in the amount of \$5,453,500, plus prejudgment interest thereon in the amount of \$1,107,222.18, but which deems this obligation complete upon the completion of all of the following:

- a. John Irwin's payment of \$1,151,655.80 to the Receiver;
- b. The release by John Irwin and his Spouse, of any and all claims against the Receivership Estate jointly established by the Appointment Order (the "Receivership Estate"), specifically including, but not limited to, the claims of Investor #1057 and Investor #1059;
- c. The assignment by John Irwin to the Receiver of all claims that Jacklin filed in the Irwin Bankruptcy¹⁴; and
- d. The final and unappealable resolution of the Receiver's claim (Claim No. 8-1) in the Irwin Bankruptcy.

John Irwin has satisfied (a), (b) and (c), and, as discussed above, the Receiver expects to receive an interim distribution on her claim in the Irwin Bankruptcy in the near future. The

¹⁴According to the Liquidating Agent, the Jacklin claim is duplicative of the claim of another claim against the Irwin Bankruptcy Estate and the Receiver understands that the Liquidating Agent will seek to disallow Jacklin's claim on that basis. The Receiver does not intend to oppose that effort because, as discussed in the Receiver's Report Concerning Agreement With The Liquidating Agent For The Irwin Bankruptcy (Dkt. #16 in Civil Action No. 10-1371), the additional compensation that the Receiver would be likely to receive as a result of the assignment of the Jacklin claim as provided for in the Consent Order would be virtually nil, especially if the Receiver were forced to litigate Irwin's authority to assign the claim.

settlement with John Irwin is contingent on the accuracy and completeness of Irwin's representations and warranties to the Receiver concerning his financial condition and that of his wife Lucy Irwin and Jacklin.

Also in conjunction with her claims against John Irwin and Jacklin, the Receiver entered into tolling agreements with John Irwin's daughters and with the Irwin Irrevocable Trust regarding the return of Partnership assets transferred to those individuals through Irwin or Jacklin. As discussed above, the Receiver has settled claims against two of the daughters, Investors No. 1082 and 1116, for \$49,300 and \$41,017 respectively, which in the aggregate exceed the Receiver's claims for net winnings of \$90,000 against Investor No. 1060, the Irwin Irrevocable Trust of which the daughters were the trustors and beneficiaries. Those settlements also provide a release of the daughters' claims against the Receivership Estate, including the \$6,704.40 that was held in reserve for their claims. The third daughter has demonstrated to the Receiver that she is unable to pay funds sought by the Receiver and therefore, the Receiver is prepared to accept a settlement pursuant to which Investor No. 1095 will release all claims against the Receivership Estate, including the \$5,537.90 that is currently held in reserve for her claim.

VII. RECEIVER'S CLAIMS AGAINST MF GLOBAL

As reported in the Fourth Receiver's Report, on December 21, 2010, the Receiver filed a Complaint against MF Global, Inc., the futures commission merchant that held the Forte Partnership account, on the ground that it was negligent in the conduct of its business by ignoring, among other things, the internally inconsistent paperwork in its files relating to Forte's claim of exemption from registration with the CFTC. The Complaint was placed on this Court's docket as matter number 10-cv-7441. As previously reported, during the pendency of settlement

discussions which had resulted in an agreement in principle that would have resulted in a payment of \$125,000 to the Receivership Estate, MF Global collapsed and was placed into receivership on October 31, 2011.

On June 1, 2012, the Receiver filed her claim against MF Global with James W. Giddens, the Trustee for the SIPA Liquidation of MF Global, Inc. The Receiver and counsel for the Trustee of MF Global recently negotiated an agreement in principle that, in light of the previous settlement discussions and the subsequent delay resulting from MF Global's SIPA proceedings, her claim should be allowed in the amount of \$250,000. In the last reporting period, upon the motion of the Receiver, this Court authorized the Receiver to enter into a stipulation with the Trustee concerning allowance of her claim. In this reporting period, the Trustee has sought and obtained approval of that allowed claim from the U.S. Bankruptcy Court of the Eastern District Court of New York. On February 18, 2015, two days after the date of the SFAR attached hereto as Exhibit 1, the Receiver received an initial distribution on that claim in the amount of \$97,500 shortly after the date of the SFAR, which represents 39% of the allowed amount of the claim.

It is unknown when any additional distributions will occur. The Receiver has been approached by investors interested in purchasing the Receiver's claim. The Receiver will keep the Court informed.

VIII. TAX MATTERS

During the prior reporting period, the Receiver's firm filed tax returns for the Qualified Settlement Fund (QSF) for the year 2013 with the Internal Revenue Service and the Commonwealth of Virginia. The Receiver is in the process of preparing the 2014 tax returns.

IX. RECEIVER'S PLAN

Fundamentally, this Receivership Estate has three categories of assets that the Receiver has been seeking to liquidate for the benefit of the Partnership's defrauded limited partners: (1) Joseph Forte's personal and real property, including various investments; (2) the Partnership's tort claims against its professionals; and (3) the clawback claims against certain limited partners and other recipients of Partnership assets from Forte. The status of these efforts is summarized above.

Real and personal property. The Receiver has sold virtually all of those assets and will sell the remaining small business minority investment before the windup of this Estate.

Tort Claims. The Receiver has resolved her tort claims with settlements that have already resulted in the Receiver's recovering \$1,151,655.80 from Mr. Irwin and his wife; \$97,500 to date from MF Global, Inc., the futures commission merchant that held the Forte Partnership account; and \$100,000 from the Partnership's attorneys. The Receiver anticipates additional recoveries on these claims, in an amount of no less than \$1,385,000, as a result of her claims in Mr. Irwin's bankruptcy and MF Global's SIPA proceedings. The Receiver anticipates that these additional recoveries will be received without any significant work by her or her professionals.

Clawback Claims. As discussed above, the Receiver has resolved most of her clawbacks against the charities who were the recipients of Mr. Forte's largesse with investors' money, gift recipients, and investors who were net winners. For example, as set forth above, the Receiver has resolved all significant claims to claw back charitable donations, having settled with the two Archdiocesan High Schools and with St. Anastasia Church and School for settlements totaling \$589,349. While the Receiver and her counsel have determined it is not in the net best interest of the Receivership Estate to pursue the remaining charitable donees, they are in the process of

seeking to negotiate acceptable settlements with the individual recipients of gifts from Mr. Forte and one of the apprentices.

As to the claims to clawback distributions to limited partners, the Receiver has three pending suits asserting such claims, two of which involve net winnings paid to profit sharing plan participants. The Receiver has negotiated agreements in principle to resolve these claims and expects to file motions for approval of consent orders in the near future resolving those two actions for settlements totaling roughly \$81,000 (in addition to the \$24,000 already received in partial settlement of one of the actions). The third case is against the transferees of one of the defendants in the draft complaint described above and is stayed.

As to the claims to clawback distributions limited partners, there are 16 limited partners who have not agreed to return their net winnings. As to four of them, she will terminate the tolling agreements with them by the end of this week in the expectation that these four investors will either propose a settlement or demonstrate that they lack sufficient assets to return the net winnings that they received. If the claims against these four net winners cannot be resolved before the expiration of the 45 days, she intends to file clawback litigation limited to her claim for net winnings and, as soon as possible after the deadline for these investors' answers to the complaint, file a motion for judgment on her claim for net winnings plus interest.

The other twelve limited partners who have not returned their net winnings – and who received approximately 80% of the net winnings at issue (\$2,550,957) – are named in the Receiver's draft complaint to recover net winnings and principal distributed to or at the direction of individuals whom the Receiver contends were sophisticated investors who participated in the promotion of the Partnership. The Receiver's counsel has contacted counsel for these limited partners and, if she cannot resolve her claims against in the near future, she will terminate the

tolling agreements and file suit. However, the Receiver is hopeful she can negotiate a resolution without protracted litigation as she did in the settlement with John Irwin.

Attached as Exhibit 4 is a timeline that reflects the Receiver's current best estimate of appropriate dates for the processing of the Receiver's clawback claims and creditors' claims against the Receivership Estate. As discussed above, the Receiver expects to know within approximately 45 days which of her discussions with the persons from whom she seeks to clawback funds will be productive. Should she conclude that the discussions will not result in settlements that are in the best interests of the estate, that the potential defendants have not demonstrated an inability to pay the amounts demanded by the Receiver, and that litigation is likely to produce a net economic benefit to the Estate, she will terminate the tolling agreements and file litigation. Based on the Receiver's experience in other clawback cases in these proceedings, she anticipates that the cases will be trial-ready in the Fall of 2015, if the claims are not previously resolved. Should the Court's docket permit the suits to be tried in the Fall of 2015 and should no appeals be filed from the resulting judgments, the Receiver anticipates filing the motions necessary to windup the Receivership Estate within the next eleven months. Although these dates may change depending on subsequent events, the timeline was developed with the goal of seeking to complete the majority of the activities necessary to liquidate the remaining assets, including the trial of the Receiver's clawback claims, before year-end. The Receiver's success in recovering funds to compensate investors for their losses, and the time required to do so, will inevitably depend on the defenses asserted by those persons from whom she is seeking to recover the assets and their interest in a consensual settlement without protracted litigation.

During this reporting period, the Receiver has brought in more than \$2,000,000. In addition, she expects to bring in \$100,000 from Saint Anastasia and \$81,000 from other settling

parties. Therefore, the Receiver will seek this Court's permission to make a second interim distribution of \$3.3 MM within several weeks of filing this Report. Should the proposed Irwin bankruptcy distribution to the Receiver be approved in March for distribution in April, the Receiver will adjust her calculations and request a second interim distribution greater than \$3.3MM. The Receiver anticipates a third and final distribution upon the resolution of her remaining claims.

Respectfully submitted,

s/ Arlene Fickler _____
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Attorneys for Marion A. Hecht, Receiver

Dated: March 3, 2015

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 3, 2015, I caused a true and correct copy of the foregoing Twelfth Report of Marion A. Hecht, Court-Appointed Receiver for Joseph S. Forte and Joseph Forte, L.P. to be filed electronically and made available for viewing and downloading from the ECF system of the United States District Court for the Eastern District of Pennsylvania, which will send notification of such filing to all counsel of record. The Receiver will also post a copy of the report and related documents on the Receivership website, www.fortereceivership.com.

The following counsel were also served through first class mail:

Catherine E. Pappas, Esquire
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s/John R. Timmer

Joseph Forte, LP and Joseph S. Forte Receivership
 Cash Basis Fund Accounting Report
 Case Nos: 09-CV-0063 and 0064
 Reporting Period: 03/30/2009 to 2/16/2015

FUND ACCOUNTING		Changes Since 11th Receiver's Report
Beginning Balance (As of 03/30/2009):	\$ -	
Cash and Securities Transferred to Receiver:		
Citizens Bank	89,140.82	-
MF Global	<u>6,267.54</u>	-
	95,408.36	
Interest/Dividend Income:		
Eagle Bank interest	21,186.65	8.77
ICS account interest with Promontory Interfinancial Network, LLC through Eagle Bank	9,124.76	2,620.32
Presidential Bank interest	2,238.88	-
Diversified Private Equity Inv II, LP (dividend)	6,516.63	-
Diversified Private Equity Inv, LP (dividend)	614.08	-
Plenum Capital Management, LP (dividend)	<u>266.17</u>	-
	39,947.17	
Personal Asset Recoveries:		
American Funds Forte 401K early distribution	125,619.20	-
Augustinian Friars (return of contribution)	5,000.00	-
Barry S Slossberg Inc (sale of Forte vehicles)	42,375.00	-
Barry S Slossberg Inc (sale of jewelry)	9,378.75	-
Barry S Slossberg Inc (sale of personal property)	28,935.35	-
Cardinal O'Hara High School (return of contribution)	325,749.00	325,749.00
Charlie Cannon (return of gift)	3,800.00	-
Craig Williams for Congress (return of contribution)	6,900.00	-
Dana Forte (purchase of household items)	700.00	-
Evanfest (return of contribution)	3,500.00	-
George Long (return of gift)	2,000.00	-
Gilbert Nassib (return of gift)	12,500.00	-
Guardian Life Insurance proceeds	26,499.49	-
Hill top Prep (return of Gift)	154,992.00	-
Joe Devlin (return of loan)	15,019.49	-
Lisa Saddler (return of gift)	4,000.00	-
Malvern Prep (return of contribution)	700,000.00	-
Marine Corps Scholarship Foundation (return of contribution)	10,500.00	-
MF Global (mentee Jim Boudwin account)	2,371.53	-
Monsignor Bonner High School (return of contribution)	163,600.00	163,600.00
PowerLift (return of deposit)	10,000.00	-
Republican National Committee (return of gift)	1,350.00	-
Sale of 55th Street house	105,253.00	-
Sale of Sounds Ave	397,500.00	-
Sale of Fawn Hill Lane	33,581.21	-
Sale of Personal Investment (DPEI I & II)	70,000.00	-
Sale of Personal Investment (Knight, Nova Plex Plenum, Probaris)	12,000.00	-
Sale of Personal Investment (PPB Advisors)	7,000.00	-
Sale of Personal Investment (Yaupon)	<u>55,000.00</u>	-
	2,335,124.02	

Joseph Forte, LP and Joseph S. Forte Receivership
 Cash Basis Fund Accounting Report
 Case Nos: 09-CV-0063 and 0064
 Reporting Period: 03/30/2009 to 2/16/2015

Forte LP Asset Recoveries			
Investor Recoveries:			
Investor 1059.5	757,615.00		757,615.00
Investor 1102.0 (includes interest of \$30,453)	550,000.00		550,000.00
Investor 1029.0 (includes interest of \$5,000)	427,206.00		-
Investor 1093.0	330,000.00		-
Investor 1018.0	325,000.00		-
Investor 1113.0 (includes interest of \$46,518)	325,000.00		325,000.00
Investor 1099.0 (includes interest of \$7,298)	285,003.00		-
Investor 1103.0	272,433.00		-
Investor 1098.0 (includes interest of \$4,000)	203,373.00		-
Investor 1080.0	200,000.00		-
Investor 1017.0 (includes interest of \$8,000)	183,207.00		-
Investor 1073.0	122,424.00		-
Investor 1026.0	95,467.00		-
Investor 1119.0 (includes interest of \$4,380)	92,000.00		-
Investor 1060.0 and 1082.0	49,300.00		49,300.00
Investor 1131.0 (includes interest of \$2,045)	49,000.00		-
Investor 1101.0	41,017.00		41,017.00
Investor 1070.0 (includes interest of \$3,500)	55,000.00		-
Investor R01	30,000.00		-
Investor 1020.0	24,500.00		-
Investor 1111.0	23,305.00		-
Investor 1121.0	19,315.00		-
Investor 1097.0	14,439.00		-
		4,474,604.00	
Litigation Recovery			
Ryan Settlement	100,000.00		-
Irwin Settlement of \$1,151,655.80 less recovery of net winnings of \$757,615 re investor number 1059.5	394,040.80		
		494,040.80	
Total Funds Available Before Expenses		7,439,124.35	2,214,910.09

Joseph Forte, LP and Joseph S. Forte Receivership
 Cash Basis Fund Accounting Report
 Case Nos: 09-CV-0063 and 0064
 Reporting Period: 03/30/2009 to 2/16/2015

Decreases in Fund Balance:		
Disbursements to Receiver and Counsel (Professional Fees and Expen	2,188,875.07	175,927.33
Section 754 notices	2,847.00	-
Website	16,514.50	1,207.00
Change of Registered Agent	1,128.60	-
Due Diligence Investigator	2,340.00	700.00
Expert Witness Fees	48,007.50	-
Publication	5,361.73	-
Property Search	150.00	-
Bond - U.S.D.C.	500.00	-
Appraiser	225.00	-
Tax Services	21,943.25	-
	2,287,892.65	
Bank Fees		247.02
Personal Asset Upkeep and Protection Expenses:		
55th Street	2,443.57	-
76 Briarwood Rd	500.00	-
Fawn Hill Lane	3,175.10	-
Administrative - regarding insurance recovery	78.00	-
	6,196.67	
Distributions		
First Interim Distribution - Investors	834,290.11	
First Interim Distribution - Other Claimants	25,126.34	
	859,416.45	
Total Disbursements for Receivership Operations	3,153,752.79	177,834.33
Total Funds Disbursed	3,153,752.79	
Ending Balance of Fund - Net Assets (as of 2/16/2015)	\$ 4,285,371.56	
First Interim Distribution - Receiver's Reserve for Escrowed Funds per Court Order	637,601.30	
Adjustment - Investor #1057.0, 1059.0, 1082.0, and 1116.0 Withdrawn Claims	(30,148.60)	
First Interim Distribution - Reserve for Disputed Investor Claims as of 2/16/2015	607,452.70	
Eagle Bank Balance (as of 2/16/2015)	\$ 86,965.00	
Insured Cash Sweep (ICS) account with Promontory Interfinancial Network, LLC through Eagle Bank (as of 2/16/2015)	\$ 4,198,741.56	
Two checks issued and not cleared as of 2/16/2015	\$ (335.00)	
	\$ 4,285,371.56	

EXHIBIT 2.1

1031.0		634,244	-	-	-	-	-	(14,080)	620,164	(14,080)	
1055.0		150,000	-	-	-	-	-	(8,375)	141,625	(8,375)	
1056.0		1,020,000	-	-	-	-	-	(56,953)	963,047	(56,953)	
1058.0		20,000	-	-	-	-	-	(1,117)	18,883	(1,117)	
1062.0		410,000	-	-	-	-	-	(9,102)	400,898	(9,102)	
1063.0		170,000	-	-	-	-	-	(3,774)	166,226	(3,774)	
1068.0		65,000	-	-	-	-	-	(1,443)	63,557	(1,443)	
1071.0		325,000	-	-	-	-	-	(18,147)	306,853	(18,147)	
1072.0		50,000	-	-	-	-	-	(2,792)	47,208	(2,792)	
1074.0		47,666	-	-	-	-	-	(1,058)	46,608	(1,058)	
1075.0		114,000	-	-	-	-	-	(6,365)	107,635	(6,365)	
1076.0		20,000	-	-	-	-	-	(444)	19,556	(444)	
1078.0		700,000	-	-	-	-	-	(39,085)	660,915	(39,085)	
1084.0		105,000	-	-	-	-	-	(5,863)	99,137	(5,863)	
1091.0		250,000	-	-	-	-	-	(13,959)	236,041	(13,959)	
1092.0		30,000	-	-	-	-	-	(1,675)	28,325	(1,675)	
1094.0		1,250,000	-	-	-	-	-	(69,795)	1,180,205	(69,795)	
1096.0		940,940	-	-	-	-	-	(20,889)	920,051	(20,889)	
1104.0		11,000	-	-	-	-	-	(244)	10,756	(244)	
1106.0		177,411	-	-	-	-	-	(3,939)	173,472	(3,939)	
1107.0		175,388	-	-	-	-	-	(3,894)	171,494	(3,894)	
1108.0		401,731	-	-	-	-	-	(8,918)	392,813	(8,918)	
1115.0		130,108	-	-	-	-	-	(7,265)	122,843	(7,265)	
1122.0		500,000	-	-	-	-	-	(27,918)	472,082	(27,918)	
1123.0		24,000	-	-	-	-	-	(1,340)	22,660	(1,340)	
1124.0		76,000	-	-	-	-	-	(1,687)	74,313	(1,687)	
1125.0		200,000	-	-	-	-	-	(11,167)	188,833	(11,167)	
1126.0		100,000	-	-	-	-	-	(5,584)	94,416	(5,584)	
1128.0		15,000	-	-	-	-	-	(333)	14,667	(333)	
1129.0		130,000	-	-	-	-	-	(2,886)	127,114	(2,886)	
1018.0		(791,892)	-	325,000	-	-	466,892	-	-	791,892	
1020.0		(138,000)	-	24,500	-	-	-	-	(113,500)	24,500	
1059.5		(757,615)	-	757,615	-	-	-	-	-	757,615	
1057.0		301,500	-	-	-	(301,500)	-	-	-	(301,500)	
1059.0		300,000	-	-	-	(300,000)	-	-	-	(300,000)	
1060.0		(90,000)	-	49,300	40,700	-	-	-	-	90,000	
1082.0		122,000	-	-	-	(122,000)	-	-	-	(122,000)	
1116.0		180,000	-	-	-	(180,000)	-	-	-	(180,000)	
1102.0		(519,547)	-	519,547	-	-	-	-	-	519,547	30,453
1113.0		(278,482)	-	278,482	-	-	-	-	-	278,482	46,518
			83,012	4,363,410	95,264	(1,545,088)	501,892	(834,290)	15,516,740		106,194
Net Change to Capital Account Balances (Columns A + B + C + D + E+F)											2,664,200

EXHIBIT 3

FEES PAID TO DATE											
	% Requested	Goodman	CLA	Hoyle	Schnader	Goodman	Lundy & Flynn	Butzel Long	Effective Dispute Resolution	Alvarez & Marsal	TOTAL
First	65%	\$ 244,991.50		\$ 287,594.78							\$ 532,586.28
Second	35%	\$ 123,625.25		\$ 196,399.53		\$ 13,600.00	\$ 2,954.00	\$ 1,500.00			\$ 338,078.78
Third	15%	\$ 26,571.75	\$ 43,963.50	\$ 127,649.14							\$ 198,184.39
Fourth	39%		\$ 89,616.54		\$ 129,119.06				\$ 31,050.00		\$ 249,785.60
Fifth	78%		\$ 251,574.00		\$ 286,863.20				\$ 12,615.00		\$ 551,052.20
Sixth	80%		\$ 68,254.33		\$ 102,395.95						\$ 170,650.28
Seventh	80%		\$ 58,422.00		\$ 111,418.00					\$ 24,723.00	\$ 194,563.00
TOTAL		\$ 395,188.50	\$ 511,830.37	\$ 611,643.44	\$ 629,796.21	\$ 13,600.00	\$ 2,954.00	\$ 1,500.00	\$ 43,665.00	\$ 24,723.00	\$ 2,234,900.51

SERVICES PROVIDED AND FEES HELD BACK SUBJECT TO COURT APPROVAL											
	% Requested	Goodman	CLA	Hoyle	Schnader	Goodman	Lundy & Flynn	Butzel Long	Effective Dispute Resolution	Alvarez & Marsal	TOTAL FEES REMAINING TO BE PAID
First	65%	\$ 131,918.50		\$ 154,858.73							\$ 286,777.23
Second	35%	\$ 229,589.75		\$ 364,741.98		\$ -	\$ 5,486.00	\$ -			\$ 599,817.73
Third	15%	\$ 150,573.25	\$ 249,126.50	\$ 723,345.11							\$ 1,123,044.86
Fourth	39%		\$ 140,169.46		\$ 201,955.45				\$ -		\$ 342,124.91
Fifth	78%		\$ 62,893.50		\$ 71,715.80				\$ -		\$ 134,609.30
Sixth	80%		\$ 19,078.17		\$ 28,621.30						\$ 47,699.47
Seventh	80%		\$ 14,605.50		\$ 27,854.50					\$ -	\$ 42,460.00
TOTAL		\$ 512,081.50	\$ 485,873.13	\$ 1,242,945.81	\$ 330,147.05	\$ -	\$ 5,486.00	\$ -	\$ -	\$ -	\$ 2,576,533.49

EXPENSES INVOICED & PAID											
		Goodman	CLA	Hoyle	Schnader	Goodman	Lundy & Flynn	Butzel Long	Effective Dispute Resolution	TOTAL EXPENSES INVOICED & PAID	TOTAL FEES & EXPENSES PAID
First	100%	\$ 1,791.79		\$ 37,808.84						\$ 39,600.63	\$ 572,186.91
Second	100%	\$ 1,808.80		\$ 33,099.44		\$ -	\$ -	\$ -		\$ 34,908.24	\$ 372,987.02
Third	100%	\$ 289.60	\$ 210.00	\$ 65,568.45						\$ 66,068.05	\$ 264,252.44
Fourth	100%		\$ 880.08		\$ 37,787.21				\$ 200.00	\$ 38,867.29	\$ 288,652.89
Fifth	100%		\$ 2,098.02		\$ 18,433.26				\$ 33.00	\$ 20,564.28	\$ 571,616.48
Sixth	100%		\$ 1,848.71		\$ 3,428.34					\$ 5,277.05	\$ 175,927.33
Seventh	100%		\$ 495.00		\$ 3,059.41					\$ 3,554.41	\$ 198,117.41
TOTAL		\$ 3,890.19	\$ 5,531.81	\$ 136,476.73	\$ 62,708.22	\$ -	\$ -	\$ -	\$ 233.00	\$ 208,839.95	\$ 2,443,740.46

**EXHIBIT 4 TO RECEIVER'S TWELFTH REPORT
RECEIVER'S PROPOSED PLAN FOR RECEIVERSHIP ESTATE ACTIVITIES**

ANTICIPATED DATE*	ACTION ITEM
Early March 2015	Receiver to record judgment against Charlie Cannon, gift recipient who has failed to pay in accordance with Court-approved Consent Order
Early March 2015	Receiver files motion for approval of Consent Order setting forth settlement agreement with the third Irwin daughter (Investor 1095) pursuant to which she will release all claims against the Receivership Estate, including the \$5,537.90 that is currently held in reserve for her claim.
Mid to late March 2015	Receiver files motion for approval of Consent Order setting forth settlement agreement with defendants Crawford and Ryan in <i>Hecht, as Receiver for Joseph Forte, L.P. v. John Does, Crawford, Wilson and Ryan Profit Sharing Plan Participants, Numbers 1-250</i> , Civil Action No. 10-1376.
Mid to late March 2015	Receiver files motion for approval of Consent Order setting forth settlement agreement with defendants Crawford and Ryan in <i>Hecht, as Receiver for Joseph Forte, L.P. v. John Does, Skee Ball Profit Sharing Plan Participants, Numbers 1-250</i> , Civil Action No. 10-1373.
March –April 2015	Receiver engages in settlement discussions with defendants named in draft complaint involving 25 limited partnership accounts, to recover net winnings and principal distributed to or at the direction of individuals whom the Receiver contends were sophisticated investors who participated in the promotion of the Partnership, and to recover net winnings received by certain of their family members. If claims cannot be resolved, Receiver will file suit upon termination of the applicable tolling agreements.
March 30, 2015	Receiver files motion for approval of a second interim distribution
Early April 2015	Receiver to complete her evaluation of the value of her claims against two remaining individual recipients of gifts from Forte
April 10, 2015	Receiver files Eighth Fee Petition
Mid-April, 2015	Should Court approve Consent Order setting forth settlement agreement with the third Irwin daughter (Investor 1095), Receiver will file for dismissal of Jacklin in <i>Marion Hecht, as Receiver for Joseph Forte, L.P. v. John N. Irwin and Jacklin Associates</i> , Civil Action No. 10-1371, ending that litigation
Mid to late April, 2015	Having rescinded the tolling agreements with Investors #1025, #1083, #1089, and #1090 in early March 2015, the Receiver files a complaint to recover net winnings unless the investors resolve the claims or demonstrate an inability to pay.
April 30, 2015	Receiver completes and serves her qualitative claim determinations pursuant to the Bar Date Order with respect to any of the investors identified as disputed claimants in the Order approving the First Interim Distribution who have not been named as defendants in clawback litigation to recover principal.
April 2015	Anticipated Second Interim Claims Distribution
May 2015	Deadline for claimants to notify the Receiver of any objection to their Qualitative Determination

May 2015	Receiver to complete her evaluation of the value of her claim against Apprentice Boudwin
June 2015	Receiver files claim dispute motions with respect to any claims that have not been resolved after good faith discussions, other than as to claimants against whom litigation is pending
June 2015	Receiver files motion(s) for summary judgment to recover net winnings received by Investors #1025, #1083, #1089, and #1090, if not previously resolved.
September 3, 2015	Receiver files Thirteenth Receiver's Report
October 30, 2015	Receiver files Ninth Fee Petition
Fall 2015	Trial in the action involving the 25 limited partnership accounts if not resolved
Fall 2015	Receiver files motion for approval of sale or assignment of any judgments or notes not previously liquidated
~January 15, 2016	Assuming that there are no appeals in clawback cases, Receiver files final proposed claims distribution report, motion for final distribution, motion for windup of Receivership Estate, and final fee petition
February 15, 2016	Assuming that there are no appeals in clawback cases, Final Distribution in Receivership
March 3, 2016	Assuming that there are no appeals in clawback cases, Receiver files final Report to the Court

*The dates set forth in this Plan reflect the Receiver's current best estimate of a timeline for the processing of both the Receiver's clawback claims and creditors' claims against the Receivership Estate. These dates may need to change depending on subsequent events.