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12 Attorneys for Debtor and Debtor-in-Possession
13 TECHNOLOGY PROPERTIES LIMITED LLC

14 **UNITED STATES BANKRUPTCY COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**
16 **SAN JOSE DIVISION**

17 In re:
18 TECHNOLOGY PROPERTIES LIMITED,
19 LLC, a California limited liability company,
20 Debtor.

21 Case No.: 13- 51589SLJ
22 Chapter 11

23 **OBJECTION TO CLAIM NOS. 26, 26-1 AND 26-2 OF CHARLES H. MOORE**

24 Debtor and Debtor-in-Possession Technology Properties Limited LLC (“TPL”) hereby
25 objects to Proofs of Claim 26, 26-1, and 26-2 filed by Charles H. Moore, true and correct copies
26 of which are attached hereto as Exhibit “A”, as follows:
27

28 Objection to Claim Nos. 26, 26-1
and 26-2 of Charles H. Moore

1
2 Claimant Charles Moore's ("Moore") claim¹ is expressly made a contingent one. The
3 claim is contingent upon Debtor not accepting the January 23, 2013 Settlement Agreement
4 between, among others, Debtor and Moore (the "Settlement Agreement"). Because the Joint
5 Plan of Reorganization By Official Committee of Unsecured Creditors and Debtor (January 8,
6 2015) ("Joint Plan") assumes the Settlement Agreement, the contingency has not occurred and
7 thus Moore has not and is not asserting any claim against Debtor.

8
9 The last paragraph of the attachment to Moore's Proof of Claim states: "If the 01/23/13
10 Settlement Agreement and its rights and obligations are assumed and accepted by Debtor TPL,
11 the contingency upon which this claim of Plaintiff Moore rests will not occur, and this contingent
12 claim will not be pursued by Plaintiff Moore." Based on the Joint Plan that has been filed, the
13 contingency upon which Moore's claim is based will not occur and thus no claim exists.

14 The Joint Plan of Reorganization By Official Committee of Unsecured Creditors and
15 Debtor (January 8, 2015), Docket #637, states:

16 "Each of the following executory contracts shall be assumed by the Reorganized
17 Company on the Effective Date to the extent each such contract is executory in
18 nature, and Confirmation of the Plan shall effect such assumption: (1) the
19 TPL/Moore/PTSC/PDS agreement dated January 23, 2013..."

20 Therefore, the stated intention of the Debtor and Official Committee of Unsecured
21 Creditors, as evidenced by the provisions of the Joint Plan (Docket #637) is to assume the
22 "the TPL/Moore/PTSC/PDS agreement dated January 23, 2013" (Citation at page 42 of
23 the Plan). Therefore, the contingency upon which Moore's claim is based will not occur,
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25
26 ¹ Moore has filed multiple Proofs of Claim for the same amount. The Proofs of Claim, numbered 26, 26-1, and 26-
27 2, are for the same amount and appear identical. Proofs of Claim 26 and 26-1 were filed on July 19, 2013. Proof of
28 Claim 26-2, which states that it amends Proof of Claim 26, was filed on July 23, 2013. This Objection by Debtor to
Moore's claims extends to each Proof of Claim filed by Moore (26, 26-1, and 26-2).

1 and by the terms of Moore's Proof of Claim it should not "be pursued by Plaintiff
2 Moore."
3

4 Accordingly, as Moore states in his Proof of Claim "the contingency upon which this
5 claim of Plaintiff Moore rests will not occur." Thus, no claim has been or will be asserted by
6 Moore or presently exists.

7 Nonetheless, even assuming hypothetically that the Settlement Agreement were to be
8 rejected, there is no basis for Moore's claim that he has a right to damages against Debtor "in an
9 amount of at least \$30,195,000.00." Under the Settlement Agreement, Moore does not receive,
10 and is not entitled to receive, any payment from Debtor. Rather, the payments to which Moore is
11 entitled under the Settlement Agreement come from, and are owed by, Phoenix Digital Solutions,
12 LLC ("PDS"). In addition, pursuant to the Settlement Agreement Moore released and dismissed
13 all of his claims against Debtor with prejudice and a dismissal with prejudice has been filed.

14 Accordingly, if hypothetically Debtor were to reject and thereby breach the Settlement
15 Agreement, Moore would continue to be entitled to receive payments under the Settlement
16 Agreement from PDS and would sustain no loss and have no claim for damages against Debtor
17 arising from the breach of the Settlement Agreement. Further, any such hypothetical rejection
18 would amount to a breach of the Settlement Agreement, not a rescission, and would only give
19 rise to a claim for actual damages, of which there would be none. There are a number of parties to
20 the Settlement Agreement other than just Debtor and Moore, meaning that even if Debtor were to
21 reject the Settlement Agreement as to Moore, the Settlement Agreement would remain in effect,
22 Moore would continue to be entitled to payment from PDS, and no claim against TPL by Moore
23 for damages would lie. Regardless, these issues are moot since the Settlement Agreement has
24 not been rejected and thus no claim has been or will be asserted by Moore.
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For the reasons stated above, Moore is not entitled to any distribution in this bankruptcy case. To the extent Moore's contingent claim actually ripens into a claim that Moore intends to pursue, Debtor reserves the right to object to the claim on further and additional grounds.

Dated: February 4, 2015

BINDER & MALTER, LLP

By: /s/ Robert G. Harris

Robert G. Harris
Attorneys for Debtor and Debtor-in-Possession
TECHNOLOGY PROPERTIES LIMITED LLC

EXHIBIT A

B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT Northern District of California		PROOF OF CLAIM
Name of Debtor: Technology Properties Limited, LLC	Case Number: 13-51589SLJ	<p style="text-align: center;">COURT USE ONLY</p> <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____
NOTE: <i>Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Charles H. Moore		
Name and address where notices should be sent: c/o Chiles and Prochnow, LLP 2600 El Camino Real, Suite 412 Palo Alto, CA 94306-1719		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Telephone number: (650) 812-0400 email: kprochnow@chilesprolaw.com		
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Telephone number: _____ email: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>30,195,000.00</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>Contingent claim- liability if settlement of litigation is set aside</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
Amount entitled to priority: \$ _____		
<i>*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: **Summary attached; supporting documents subject to protective orders**

8. Signature: (See instruction #8)

Check the appropriate box.

I am the creditor I am the creditor's authorized agent I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Charles H. Moore

Title: _____

Company: _____

Address and telephone number (if different from notice address above):

2090 West College Parkway
Apt. 6 Carson City, NV 89703

 7/19/13
(Signature) (Date)

Telephone number: (530) 205-5446 email: chipchuck@colorforth.com

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a):

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**INFORMATION****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

1 Charles H. Moore Contingent Claim:

2 At all pertinent times prior to January 23, 2013, Charles H.
3 Moore, as plaintiff, maintained and pursued claims against
4 defendants including Technology Properties Limited, LLC (the
5 present Chapter 11 Debtor, "Debtor TPL"), in a California state
6 court action known as *Charles H. Moore v. Technology Properties*
7 *Limited, LLC, et al* (assigned file no. 1-10-CV-183613 by the
8 Clerk of Court, Santa Clara County Superior Court; "*Moore v.*
9 *TPL*"). On or about January 23, 2013, the parties to the *Moore v.*
10 *TPL* litigation (including plaintiff Moore and defendant Debtor
11 TPL, together with other third parties) signed a comprehensive
12 Settlement Agreement (the "01/23/13 Settlement Agreement").

13 The 01/23/13 Settlement Agreement, the terms of which are
14 confidential, was agreed to (in whole or in part) and signed by
15 the following-

- 16 - plaintiff Moore and Debtor TPL (who together hold an
- 17 apportioned one-half interest in the "Moore Microprocessor
- 18 Portfolio" [named after its inventor, plaintiff Moore; the "MMP
- 19 Portfolio"],
- 20 - Phoenix Digital Solutions LLC (which holds the right and
- 21 authority to license the MMP Portfolio, "PDS"),
- 22 - Patriot Scientific Corporation (which holds the other one-half
- 23 interest in the MMP Portfolio),
- 24 - Alliacense Limited LLC (which holds the right and authority to
- 25 negotiate licensing of the MMP Portfolio to third parties on PDS'
- 26 behalf),
- 27 - Daniel E. Leckrone, D. Mac Leckrone, and Michael Davis (present
- 28 or former insiders of Debtor TPL and present employees of

1 Alliacense), and
2 - GREENARRAYS, Inc. (which was named as a cross-defendant by
3 Debtor TPL in the *Moore v. TPL* litigation).

4 Plaintiff Moore's *Moore v. TPL* first amended complaint
5 alleges actual fraud against Debtor TPL, and also includes causes
6 of action for cancellation of instrument; for rescission and
7 restitution; for damages for fraudulent promise; for contractual
8 damages; for conspiracy; for breach of contract; for constructive
9 trust and accounting; and for a preliminary and permanent
10 injunction. The damages to which plaintiff Moore is entitled are
11 not specified in the first amended complaint. The damages owed by
12 Debtor TPL to plaintiff Moore are reasonably calculated to be at
13 least \$30,195,000.00 (thirty million one-hundred-ninety-five
14 thousand dollars).

15 Since the time the parties executed the 01/23/13 Settlement
16 Agreement, and in accordance with and in reliance upon it,
17 plaintiff Moore has dismissed with prejudice his first amended
18 complaint in *Moore v. TPL*, and each and all of the first amended
19 complaints' allegations against Debtor TPL, Alliacense Limited
20 LLC, Daniel E. Leckrone, D. Mac Leckrone, and Michael Davis, as
21 well as against the DOE Defendants specified in the pleading. The
22 *Moore v. TPL* cross-complaint against Plaintiff Moore and against
23 GREENARRAYS, Inc., has also been dismissed with prejudice.

24 Since January 23, 2013, PDS has received licensing revenue
25 proceeds from MMP Portfolio licenses negotiated by Alliacense.
26 Upon information and belief, PDS has abided by the 01/23/13
27 Settlement Agreement in paying out proportional shares of those
28 proceeds to parties to the 01/23/13 Settlement Agreement,

1 including upon information and belief to Debtor TPL, which has
2 accepted the benefits of the 01/23/13 Settlement Agreement
3 without exception or objection to its terms.

4 The 01/23/13 Settlement Agreement therefore appears to be in
5 full force and effect between and among the parties, with the
6 rights and revenues it affords, and the obligations it imposes,
7 assumed by Debtor TPL.

8 In the event, however, that Debtor TPL or others on its
9 behalf set aside the 01/23/13 Settlement Agreement, either under
10 11 U.S.C.A Sec. 547 or otherwise, that event would revoke some or
11 all of the benefits afforded under the 01/23/13 Settlement
12 Agreement and relieve the parties from the obligations imposed by
13 that Agreement. Such a contingency would restore Plaintiff Moore
14 to his status quo ante before the date and time of the 01/23/13
15 Settlement Agreement, revoke some or all of the agreements among
16 and releases afforded to parties under the 01/23/13 Settlement
17 Agreement, and revive Plaintiff Moore's right to damages against
18 Debtor TPL in an amount of at least \$30,195,000.00.

19 If the 01/23/13 Settlement Agreement and its rights and
20 obligations are assumed and accepted by Debtor TPL, the
21 contingency upon which this claim of Plaintiff Moore rests will
22 not occur, and this contingent claim will not be pursued by
23 Plaintiff Moore.

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UNITED STATES BANKRUPTCY COURT Northern District of California		PROOF OF CLAIM
Name of Debtor: Technology Properties Limited, LLC	Case Number: 13-51589SLJ	COURT USE ONLY
NOTE: <i>Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Charles H. Moore		
Name and address where notices should be sent: c/o Chiles and Prochnow, LLP 2600 El Camino Real, Suite 412 Palo Alto, CA 94306-1719		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____
Telephone number: (650) 812-0400 email: kprochnow@chilesprolaw.com		
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Telephone number: _____ email: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>30,195,000.00</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>Contingent claim- liability if settlement of litigation is set aside</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
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		Amount entitled to priority: \$ _____
<i>*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: **Summary attached; supporting documents subject to protective orders**

8. Signature: (See instruction #8)

Check the appropriate box.

I am the creditor I am the creditor's authorized agent I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Charles H. Moore

Title: _____

Company: _____

Address and telephone number (if different from notice address above):

2090 West College Parkway
Apt. 6 Carson City, NV 89703

Charles H. Moore 7/19/13
(Signature) (Date)

Telephone number: (530) 205-5446 email: chipchuck@colorforth.com

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

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1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a):

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**INFORMATION****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

1 Charles H. Moore Contingent Claim:

2 At all pertinent times prior to January 23, 2013, Charles H.
3 Moore, as plaintiff, maintained and pursued claims against
4 defendants including Technology Properties Limited, LLC (the
5 present Chapter 11 Debtor, "Debtor TPL"), in a California state
6 court action known as *Charles H. Moore v. Technology Properties*
7 *Limited, LLC, et al* (assigned file no. 1-10-CV-183613 by the
8 Clerk of Court, Santa Clara County Superior Court; "*Moore v.*
9 *TPL*"). On or about January 23, 2013, the parties to the *Moore v.*
10 *TPL* litigation (including plaintiff Moore and defendant Debtor
11 TPL, together with other third parties) signed a comprehensive
12 Settlement Agreement (the "01/23/13 Settlement Agreement").

13 The 01/23/13 Settlement Agreement, the terms of which are
14 confidential, was agreed to (in whole or in part) and signed by
15 the following-

- 16 - plaintiff Moore and Debtor TPL (who together hold an
- 17 apportioned one-half interest in the "Moore Microprocessor
- 18 Portfolio" [named after its inventor, plaintiff Moore; the "MMP
- 19 Portfolio"],
- 20 - Phoenix Digital Solutions LLC (which holds the right and
- 21 authority to license the MMP Portfolio, "PDS"),
- 22 - Patriot Scientific Corporation (which holds the other one-half
- 23 interest in the MMP Portfolio),
- 24 - Alliacense Limited LLC (which holds the right and authority to
- 25 negotiate licensing of the MMP Portfolio to third parties on PDS'
- 26 behalf),
- 27 - Daniel E. Leckrone, D. Mac Leckrone, and Michael Davis (present
- 28 or former insiders of Debtor TPL and present employees of

1 Alliacense), and
2 - GREENARRAYS, Inc. (which was named as a cross-defendant by
3 Debtor TPL in the *Moore v. TPL* litigation).

4 Plaintiff Moore's *Moore v. TPL* first amended complaint
5 alleges actual fraud against Debtor TPL, and also includes causes
6 of action for cancellation of instrument; for rescission and
7 restitution; for damages for fraudulent promise; for contractual
8 damages; for conspiracy; for breach of contract; for constructive
9 trust and accounting; and for a preliminary and permanent
10 injunction. The damages to which plaintiff Moore is entitled are
11 not specified in the first amended complaint. The damages owed by
12 Debtor TPL to plaintiff Moore are reasonably calculated to be at
13 least \$30,195,000.00 (thirty million one-hundred-ninety-five
14 thousand dollars).

15 Since the time the parties executed the 01/23/13 Settlement
16 Agreement, and in accordance with and in reliance upon it,
17 plaintiff Moore has dismissed with prejudice his first amended
18 complaint in *Moore v. TPL*, and each and all of the first amended
19 complaints' allegations against Debtor TPL, Alliacense Limited
20 LLC, Daniel E. Leckrone, D. Mac Leckrone, and Michael Davis, as
21 well as against the DOE Defendants specified in the pleading. The
22 *Moore v. TPL* cross-complaint against Plaintiff Moore and against
23 GREENARRAYS, Inc., has also been dismissed with prejudice.

24 Since January 23, 2013, PDS has received licensing revenue
25 proceeds from MMP Portfolio licenses negotiated by Alliacense.
26 Upon information and belief, PDS has abided by the 01/23/13
27 Settlement Agreement in paying out proportional shares of those
28 proceeds to parties to the 01/23/13 Settlement Agreement,

1 including upon information and belief to Debtor TPL, which has
2 accepted the benefits of the 01/23/13 Settlement Agreement
3 without exception or objection to its terms.

4 The 01/23/13 Settlement Agreement therefore appears to be in
5 full force and effect between and among the parties, with the
6 rights and revenues it affords, and the obligations it imposes,
7 assumed by Debtor TPL.

8 In the event, however, that Debtor TPL or others on its
9 behalf set aside the 01/23/13 Settlement Agreement, either under
10 11 U.S.C.A Sec. 547 or otherwise, that event would revoke some or
11 all of the benefits afforded under the 01/23/13 Settlement
12 Agreement and relieve the parties from the obligations imposed by
13 that Agreement. Such a contingency would restore Plaintiff Moore
14 to his status quo ante before the date and time of the 01/23/13
15 Settlement Agreement, revoke some or all of the agreements among
16 and releases afforded to parties under the 01/23/13 Settlement
17 Agreement, and revive Plaintiff Moore's right to damages against
18 Debtor TPL in an amount of at least \$30,195,000.00.

19 If the 01/23/13 Settlement Agreement and its rights and
20 obligations are assumed and accepted by Debtor TPL, the
21 contingency upon which this claim of Plaintiff Moore rests will
22 not occur, and this contingent claim will not be pursued by
23 Plaintiff Moore.

24 /////
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7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: **Summary attached; supporting documents subject to protective orders**

8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Charles H. Moore

Title: _____

Company: _____

Address and telephone number (if different from notice address above):

2090 West College Parkway
Apt. 6 Carson City, NV 89703

CH Moore

(Signature)

07/23/13

(Date)

Telephone number: 530-205-5446 email: chipchuck@colorforth.com

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

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3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

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Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

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DEFINITIONS**INFORMATION****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

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A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

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A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

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Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

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1 Charles H. Moore Contingent Claim:

2 At all pertinent times prior to January 23, 2013, Charles H.
3 Moore, as plaintiff, maintained and pursued claims against
4 defendants including Technology Properties Limited, LLC (the
5 present Chapter 11 Debtor, "Debtor TPL"), in a California state
6 court action known as *Charles H. Moore v. Technology Properties*
7 *Limited, LLC, et al* (assigned file no. 1-10-CV-183613 by the
8 Clerk of Court, Santa Clara County Superior Court; "*Moore v.*
9 *TPL*"). On or about January 23, 2013, the parties to the *Moore v.*
10 *TPL* litigation (including plaintiff Moore and defendant Debtor
11 TPL, together with other third parties) signed a comprehensive
12 Settlement Agreement (the "01/23/13 Settlement Agreement").

13 The 01/23/13 Settlement Agreement, the terms of which are
14 confidential, was agreed to (in whole or in part) and signed by
15 the following-

- 16 - plaintiff Moore and Debtor TPL (who together hold an
- 17 apportioned one-half interest in the "Moore Microprocessor
- 18 Portfolio"[named after its inventor, plaintiff Moore; the "MMP
- 19 Portfolio"]),
- 20 - Phoenix Digital Solutions LLC (which holds the right and
- 21 authority to license the MMP Portfolio, "PDS"),
- 22 - Patriot Scientific Corporation (which holds the other one-half
- 23 interest in the MMP Portfolio),
- 24 - Alliacense Limited LLC (which holds the right and authority to
- 25 negotiate licensing of the MMP Portfolio to third parties on PDS'
- 26 behalf),
- 27 - Daniel E. Leckrone, D. Mac Leckrone, and Michael Davis (present
- 28 or former insiders of Debtor TPL and present employees of

1 Alliacense), and

2 - GREENARRAYS, Inc. (which was named as a cross-defendant by
3 Debtor TPL in the *Moore v. TPL* litigation).

4 Plaintiff Moore's *Moore v. TPL* first amended complaint
5 alleges actual fraud against Debtor TPL, and also includes causes
6 of action for cancellation of instrument; for rescission and
7 restitution; for damages for fraudulent promise; for contractual
8 damages; for conspiracy; for breach of contract; for constructive
9 trust and accounting; and for a preliminary and permanent
10 injunction. The damages to which plaintiff Moore is entitled are
11 not specified in the first amended complaint. The damages owed by
12 Debtor TPL to plaintiff Moore are reasonably calculated to be at
13 least \$30,195,000.00 (thirty million one-hundred-ninety-five
14 thousand dollars).

15 Since the time the parties executed the 01/23/13 Settlement
16 Agreement, and in accordance with and in reliance upon it,
17 plaintiff Moore has dismissed with prejudice his first amended
18 complaint in *Moore v. TPL*, and each and all of the first amended
19 complaints' allegations against Debtor TPL, Alliacense Limited
20 LLC, Daniel E. Leckrone, D. Mac Leckrone, and Michael Davis, as
21 well as against the DOE Defendants specified in the pleading. The
22 *Moore v. TPL* cross-complaint against Plaintiff Moore and against
23 GREENARRAYS, Inc., has also been dismissed with prejudice.

24 Since January 23, 2013, PDS has received licensing revenue
25 proceeds from MMP Portfolio licenses negotiated by Alliacense.
26 Upon information and belief, PDS has abided by the 01/23/13
27 Settlement Agreement in paying out proportional shares of those
28 proceeds to parties to the 01/23/13 Settlement Agreement,

1 including upon information and belief to Debtor TPL, which has
2 accepted the benefits of the 01/23/13 Settlement Agreement
3 without exception or objection to its terms.

4 The 01/23/13 Settlement Agreement therefore appears to be in
5 full force and effect between and among the parties, with the
6 rights and revenues it affords, and the obligations it imposes,
7 assumed by Debtor TPL.

8 In the event, however, that Debtor TPL or others on its
9 behalf set aside the 01/23/13 Settlement Agreement, either under
10 11 U.S.C.A Sec. 547 or otherwise, that event would revoke some or
11 all of the benefits afforded under the 01/23/13 Settlement
12 Agreement and relieve the parties from the obligations imposed by
13 that Agreement. Such a contingency would restore Plaintiff Moore
14 to his status quo ante before the date and time of the 01/23/13
15 Settlement Agreement, revoke some or all of the agreements among
16 and releases afforded to parties under the 01/23/13 Settlement
17 Agreement, and revive Plaintiff Moore's right to damages against
18 Debtor TPL in an amount of at least \$30,195,000.00.

19 If the 01/23/13 Settlement Agreement and its rights and
20 obligations are assumed and accepted by Debtor TPL, the
21 contingency upon which this claim of Plaintiff Moore rests will
22 not occur, and this contingent claim will not be pursued by
23 Plaintiff Moore.

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1 Heinz Binder (SBN 87908)
2 Robert G. Harris (SBN 124678)
3 Ryan M. Penhallegon (SBN 234787)
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10 Email: Rob@bindermalter.com
11 Email: Ryan@bindermalter.com

12 Attorneys for Debtor and Debtor-in-Possession
13 TECHNOLOGY PROPERTIES LIMITED LLC

14 **UNITED STATES BANKRUPTCY COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**
16 **SAN JOSE DIVISION**

17 In re:	Case No.: 13- 51589SLJ
18 TECHNOLOGY PROPERTIES LIMITED, 19 LLC, a California limited liability company, 20 Debtor.	Chapter 11

21 **DECLARATION OF AROCKIYASWAMY VENKIDU IN SUPPORT OF OBJECTION**
22 **TO CLAIM NOS. 26, 26-1 AND 26-2 OF CHARLES H. MOORE**

23 I, Arockiyaswamy Venkidu, know the following matters to be true of my own, personal
24 knowledge and, if called as a witness, could and would testify competently thereto:

25 I make this Declaration in Support of the Debtor and Debtor-in-Possession, Technology
26 Properties Limited LLC (“TPL”), objection to Proofs of Claim 26, 26-1, and 26-2 filed by
27

28 Declaration in Support of Objection to Claim Nos. 26, 26-1
and 26-2 of Charles H. Moore

1 Charles H. Moore, true and correct copies of which are attached to the Objection to Claim Nos.
2 26, 26-1 and 26-2 of Charles H. Moore (“Objection”).
3

4 1. Claimant Charles Moore’s (“Moore”) claim¹ is expressly made a contingent one.
5 The claim is contingent upon Debtor not accepting the January 23, 2013 Settlement Agreement
6 between, among others, Debtor and Moore (the “Settlement Agreement”).

7 2. I am informed and believe that the Joint Plan of Reorganization By Official
8 Committee of Unsecured Creditors and Debtor (January 8, 2015) (“Joint Plan”) assumes the
9 Settlement Agreement and the contingency therefore has not occurred and thus Moore has not
10 and is not asserting any claim against Debtor.

11 3. The last paragraph of the attachment to Moore’s Proof of Claim states: “If the
12 01/23/13 Settlement Agreement and its rights and obligations are assumed and accepted by
13 Debtor TPL, the contingency upon which this claim of Plaintiff Moore rests will not occur, and
14 this contingent claim will not be pursued by Plaintiff Moore.” Based on the Join Plan that has
15 been filed, the contingency upon which Moore’s claim is based will not occur and thus no claim
16 exists.
17

18 4. The Joint Plan states:

19 “Each of the following executory contracts shall be assumed by the Reorganized
20 Company on the Effective Date to the extent each such contract is executory in
21 nature, and Confirmation of the Plan shall effect such assumption: (1) the
22 TPL/Moore/PTSC/PDS agreement dated January 23, 2013...”

23 5. Therefore, the stated intention of the Debtor and Official Committee of
24 Unsecured Creditors, as evidenced by the provisions of the Joint Plan (Docket #637) is to

25 ¹ Moore has filed multiple Proofs of Claim for the same amount. The Proofs of Claim, numbered 26, 26-1, and 26-
26 2, are for the same amount and appear identical. Proofs of Claim 26 and 26-1 were filed on July 19, 2013. Proof of
27 Claim 26-2, which states that it amends Proof of Claim 26, was filed on July 23, 2013. This Objection by Debtor to
28 Moore’s claims extends to each Proof of Claim filed by Moore (26, 26-1, and 26-2).

1
2 assume the “the TPL/Moore/PTSC/PDS agreement dated January 23, 2013” (Citation at
3 page 42 of the Plan).

4 6. Under the Settlement Agreement, Moore does not receive, and is not entitled to
5 receive, any payment from Debtor. Rather, the payments to which Moore is entitled under the
6 Settlement Agreement come from, and are owed by, Phoenix Digital Solutions, LLC (“PDS”).
7 In addition, pursuant to the Settlement Agreement Moore released and dismissed all of his claims
8 against Debtor with prejudice and a dismissal with prejudice has been filed.

9
10 I declare under penalty of perjury of the laws of the United States that the foregoing is
11 true and correct. Executed this 4th day of February, 2015 at San Jose, California.

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13 */s/ Arockiyaswamy Venkidu*
14 AROCKIYASWAMY VENKIDU
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