

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK: COMMERCIAL DIVISION

|   |   |   |
|---|---|---|
|   | X |   |
| In re LUCKIN COFFEE INC. SECURITIES<br>LITIGATION | : | Index No. 651939/2020   |
|   | : |   |
|   | : | <u>CLASS ACTION</u>   |
| This Document Relates To:                         | : |   |
|   | : | Motion Sequence No. 012   |
| THE CONSOLIDATED ACTION.                          | : |   |
|   | X | SUPPLEMENTAL AFFIRMATION OF<br>BRIAN E. COCHRAN IN FURTHER<br>SUPPORT OF: (1) PLAINTIFFS' MOTION<br>FOR FINAL APPROVAL OF CLASS<br>ACTION SETTLEMENT AND PLAN OF<br>ALLOCATION; (2) PLAINTIFFS'<br>COUNSEL'S APPLICATION FOR<br>ATTORNEYS' FEES AND EXPENSES;<br>AND (3) PLAINTIFFS' REQUESTS FOR<br>AWARDS |

I, BRIAN E. COCHRAN, an attorney duly admitted to practice before the Courts of the State of New York, hereby affirm as follows:

1. I am a member of the Bar of the State of New York and am a partner with the law firm of Robbins Geller Rudman & Dowd LLP, co-lead counsel for plaintiffs in the above-captioned action (the “Action”).

2. I submit this supplemental affirmation in further support of: (1) Plaintiffs’ Motion for Final Approval of Class Action Settlement and Plan of Allocation; (2) Plaintiffs’ Counsel’s Application for Attorneys’ Fees and Expenses; and (3) Plaintiffs’ Requests for Awards. Unless otherwise indicated, I have personal knowledge of the matters set forth herein based on my extensive participation in the prosecution and settlement of the claims asserted in the Action and my supervision of those working at my direction. If called upon by the Court, I could and would competently testify that the following facts are true and correct.

3. Attached as Exhibit A is a true and correct copy of the [Proposed] Judgment and Order Granting Final Approval of Class Action Settlement.

4. Attached as Exhibit B is a redacted copy of the “Objection” submitted by Chen Ge.

DATED: January 24, 2023



BRIAN E. COCHRAN

**PRINTING SPECIFICATIONS STATEMENT**

1. Pursuant to 22 N.Y.C.R.R. §202.70(g), Rule 17, the undersigned counsel certifies that the foregoing affirmation was prepared on a computer using Microsoft Word. A proportionally spaced typeface was used as follows:

Name of Typeface: Times New Roman  
Point Size: 12  
Line Spacing: Double

2. The total number of words in the affirmation, inclusive of point headings and footnotes and exclusive of the caption, signature block, and this Certification, is 200 words.

DATED: January 24, 2023

ROBBINS GELLER RUDMAN  
& DOWD LLP  
BRIAN E. COCHRAN



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BRIAN E. COCHRAN

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San Diego, CA 92101-8498  
Telephone: 619/231-1058  
619/231-7423 (fax)  
bcochran@rgrdlaw.com

# **EXHIBIT A**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK: COMMERCIAL DIVISION

|                                     |   |  |
|-------------------------------------|---|--|
| _____                               | X |  |
| In re LUCKIN COFFEE INC. SECURITIES | : |  |
| LITIGATION                          | : | Index No. 651939/2020  |
| _____                               | : |  |
|                                     | : | <u>CLASS ACTION</u>  |
| This Document Relates To:           | : |  |
|                                     | : | Motion Sequence No. 012  |
| THE CONSOLIDATED ACTION.            | : |  |
| _____                               | X |  |
|                                     |   | [PROPOSED] JUDGMENT AND ORDER<br>GRANTING FINAL APPROVAL OF CLASS<br>ACTION SETTLEMENT |

WHEREAS, the Court is advised that the Parties,<sup>1</sup> through their counsel, have agreed, subject to Court approval following notice to the Settlement Class and a hearing, to settle this Action upon the terms and conditions set forth in the Stipulation of Settlement dated September 6, 2022 (the “Stipulation” or “Settlement”); and

WHEREAS, on October 7, 2022, the Court entered its Order Preliminarily Approving Settlement and Providing for Notice, which preliminarily approved the Settlement, and approved the form and manner of notice to the Settlement Class of the Settlement, and said notice has been made, and the fairness hearing having been held; and

NOW, THEREFORE, based upon the Stipulation and all of the filings, records and proceedings herein, and it appearing to the Court upon examination that the Settlement set forth in the Stipulation is fair, reasonable and adequate, and upon a Settlement Fairness Hearing having been held after notice to the Settlement Class of the Settlement to determine if the Settlement is fair, reasonable, and adequate and whether the Judgment should be entered in this Action;

**THE COURT HEREBY FINDS AND CONCLUDES THAT:**

A. The provisions of the Stipulation, including definitions of the terms used therein, are hereby incorporated by reference as though fully set forth herein.

B. This Court has jurisdiction of the subject matter of this Action and over all of the Parties and all Settlement Class Members for purposes of the Settlement.

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<sup>1</sup> As used herein, the term “Parties” means Kimson Chemical, Inc., Teamsters Local 710 Pension Fund, Michael Bergenholtz, and City of Fort Myers Police Officers’ Retirement System, on behalf of themselves and the Settlement Class and Defendants Luckin Coffee Inc. (“Luckin”), Thomas P. Meier, Haode Investment Inc., Primus Investment Fund, L.P., Summer Fame Limited, Lucky Cup Holdings Limited, Fortunate Cup Holdings Limited, Mayer Investment Fund, L.P., Richard Arthur, Cogency Global Inc., Credit Suisse Securities (USA) LLC, Morgan Stanley & Co. LLC, China International Capital Corporation Hong Kong Securities Limited, Haitong International Securities Company Limited, Key Banc Capital Markets Inc., and Needham & Company LLC (collectively, the “Appearing Defendants”), by their respective counsel.

C. The form, content, and method of dissemination of notice given to the Settlement Class was adequate and reasonable and constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort.

D. The form, content, and manner of the Notice is hereby determined to have been the best notice practicable under the circumstances and to have been given in full compliance with each of the requirements of §904 of the New York Civil Practice Law and Rules (“CPLR”), due process, and all other applicable laws and rules, and constituted due and sufficient notice of these proceedings and the matters set forth herein to all persons and entities entitled to such notice, and therefore it is further determined that all members of the Settlement Class (defined below) are bound by this Judgment.

E. The Court finds, pursuant to CPLR §§901 and 902, as follows, that:

- (i) the Settlement Class is so numerous that joinder of all members is impracticable;
- (ii) there are questions of law and fact common to the Settlement Class;
- (iii) the claims of Plaintiffs are typical of the claims of the Settlement Class;
- (iv) Plaintiffs and Lead Counsel have fairly and adequately protected the interests of the Settlement Class;
- (v) a class action is superior to other available methods for the fair and efficient adjudication of the Action;
- (vi) the requirements of CPLR §904 have been satisfied;
- (vii) the requirements of the Supreme Court of New York – Commercial Division Rules and due process have been satisfied in connection with the Notice;

(viii) that the Action is hereby finally certified (in connection with Settlement only) as a class action pursuant to CPLR §§901 and 902, on behalf of a settlement class (the “Settlement Class”) consisting of all persons and entities (and their beneficiaries) who, at any time, purchased or otherwise acquired the Convertible Notes and who did not release claims based on their purchase or acquisition of the Convertible Notes in connection with Luckin’s noteholder Scheme of Arrangement, or otherwise. Excluded from the Settlement Class are Defendants; current and former officers and directors of Luckin; members of their immediate families; all subsidiaries and affiliates of Luckin; all persons, firms, trusts, corporations, officers, directors, and any other individual or entity in which Luckin has a controlling interest; the legal representatives, agents, affiliates, heirs, successors-in-interest, or assigns of all such excluded parties; any person or entity who held Convertible Notes as of November 22, 2021 at 5:00 p.m. EST; and any persons or entities who appear on the list of creditors of the Noteholder Scheme of Arrangement as maintained by the claims administrator for the Scheme of Arrangement. No persons or entities have requested exclusion from the Settlement Class; and

(ix) Plaintiffs are hereby certified as the Settlement Class Representatives, and Lead Counsel are certified as Lead Settlement Class Counsel.

F. The Settlement, as set forth in the Stipulation, is fair, reasonable, and adequate.

(i) The Settlement was negotiated at arm’s length by Plaintiffs on behalf of the Settlement Class and by Appearing Defendants, all of whom were represented by highly experienced and skilled counsel. The case settled only after, among other things: (a) a mediation conducted by an experienced mediator who was familiar with this Action; (b) the exchange between the Plaintiffs and the Appearing Defendants of detailed mediation statements before the mediation, which highlighted the factual and legal issues in dispute; (c) Plaintiffs’ Counsel’s extensive investigation, which included, among other things, a review of Luckin’s press releases,



U.S. Securities and Exchange Commission filings, analyst reports, media reports, and other publicly disclosed reports and information about the Defendants; and (d) the drafting and submission of detailed complaints. Accordingly, both the Plaintiffs and Appearing Defendants were well-positioned to evaluate the settlement value of this Action against the risks of further and uncertain litigation. The Stipulation has been entered into in good faith and is not collusive.

(ii) If the Settlement had not been achieved, both Plaintiffs and Appearing Defendants faced the expense, risk, and uncertainty of extended litigation. The Court takes no position on the merits of either Plaintiffs' or Appearing Defendants' arguments, but notes these arguments as evidence in support of the reasonableness of the Settlement.

G. Plaintiffs and Plaintiffs' Counsel have fairly and adequately represented the interest of the Settlement Class Members in connection with the Settlement.

H. Plaintiffs, all Settlement Class Members, and Appearing Defendants are hereby bound by the terms of the Settlement set forth in the Stipulation.

**IT IS HEREBY ORDERED THAT:**

1. The Settlement on the terms set forth in the Stipulation is finally approved as fair, reasonable, and adequate. The Settlement shall be consummated in accordance with the terms and provisions of the Stipulation. The Parties are to bear their own costs, except as otherwise provided in the Stipulation.

2. The Action and all claims contained therein are hereby dismissed with prejudice as against all Defendants and the Defendants' Released Persons.

3. All Defendants' Released Persons as defined in the Stipulation are released in accordance with, and as defined in, the Stipulation.

4. Upon the Effective Date, Plaintiffs and each Settlement Class Member shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever waived, released, dismissed, and discharged with prejudice all Released Claims against each of the

Defendants' Released Persons, whether or not such Settlement Class Member executes and delivers a Proof of Claim and Release.

5. Upon the Effective Date, each of the Defendants' Released Persons shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released and discharged Plaintiffs, Plaintiffs' Counsel, and each and all of the Settlement Class Members from all Released Defendants' Claims.

6. All Settlement Class Members who have not objected to the Settlement in the manner provided in the Notice of Proposed Settlement of Class Action ("Notice") are deemed to have waived any objections by appeal, collateral attack, or otherwise. No Settlement Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided pursuant thereto, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

7. All Settlement Class Members who have failed to properly submit requests for exclusion (requests to opt out) from the Settlement Class are bound by the terms and conditions of the Stipulation and this Judgment.

8. All other provisions of the Stipulation are incorporated into this Judgment as if fully rewritten herein.

9. Plaintiffs and all Settlement Class Members are hereby barred and enjoined from instituting, commencing, maintaining, or prosecuting in any court or tribunal any of the Released Claims against any of the Defendants' Released Persons.

10. Neither the Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement:

(a) Shall be offered or received against Defendants as evidence of, or evidence in support of, a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against Defendants, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; however, Defendants' Released Persons may refer to it to effectuate the liability protection granted them hereunder;

(b) Shall be construed as or received in evidence as an admission, concession, or presumption against Plaintiffs or any of the Settlement Class Members that any of their claims are without merit, or that any defenses asserted by Defendants have any merit, or that damages recoverable in this Action would have exceeded the Settlement Fund; and

(c) Notwithstanding the foregoing, Defendants, Plaintiffs, Settlement Class Members and/or the Defendants' Released Persons may file the Stipulation and/or this Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11. The Court hereby finds and concludes that due and adequate notice was directed to all Persons and entities who are Settlement Class Members advising them of the Plan of Allocation and of their right to object thereto, and a full and fair opportunity was accorded to all Persons and entities who are Settlement Class Members to be heard with respect to the Plan of Allocation.

12. The Court hereby finds that the Plan of Allocation is fair and reasonable and the Claims Administrator is directed to administer the Settlement in accordance with the Stipulation.

13. The Court hereby finds and concludes that the formula for the calculation of the claims of Authorized Claimants, which is set forth in the Notice sent to Settlement Class Members, provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund established by the Stipulation among Settlement Class Members, with due consideration having been given to administrative convenience and necessity.

14. Nothing in the Settlement restricts the ability of any Party to advocate in favor of or against the applicability of any offset to any claims asserted in any other action based on any amount paid to Authorized Claimants through the Settlement.

15. The Court hereby awards Plaintiffs' Counsel attorneys' fees of 33-1/3% of the Settlement Amount, plus Plaintiffs' Counsel's expenses in the amount of \$157,762.38, together with the interest earned thereon for the same time period and at the same rate as that earned on the Settlement Fund until paid. The Court finds that the amount of fees awarded is appropriate and

that the amount of fees awarded is fair and reasonable given the contingent nature of the case and the substantial risks of non-recovery, the time and effort involved, and the result obtained for the Settlement Class.

16. The awarded attorneys' fees and expenses and interest earned thereon shall immediately be paid to Lead Counsel from the Settlement Fund subject to the terms, conditions, and obligations of the Stipulation, which terms, conditions, and obligations are incorporated herein.

17. Plaintiffs Kimson Chemical, Inc., Teamsters Local 710 Pension Fund, Michael Bergenholtz, and City of Fort Myers Police Officers' Retirement System are awarded \$5,000, \$5,000, \$3,200 and \$5,000, respectively. Such payments are appropriate considering their active participation as Plaintiffs in this Action, as attested to by their declarations submitted to the Court. Such payment is to be made from the Settlement Fund.

18. The finality of this Order with respect to its approval of the Settlement shall not be affected, in any manner, by the Court's rulings on the related attorneys' fees and expenses and interests.

19. In the event that the Stipulation is terminated in accordance with its terms: (i) this Judgment shall be rendered null and void and shall be vacated *nunc pro tunc*; and (ii) this Action shall proceed as provided in the Stipulation.

20. The Court finds that during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of 22 N.Y.C.C.R. §130-1 and all other similar statutes.

21. Without further order of the Court, the Parties may agree in writing to such amendments, modifications, and expansions of the Stipulation and reasonable extensions of time to carry out any of the provisions of the Stipulation, provided that such amendments, modifications, expansions, and extensions do not materially alter the rights of the Settlement Class Members or the Defendants' Released Persons under the Stipulation.

22. Without affecting the finality of this Judgment in any way, this Court retains continuing jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and determining applications for attorneys' fees, interest, and expenses in the Action; and (d) all Parties hereto for the purpose of construing, enforcing, and administering the Stipulation.

DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE ANDREW BORROK, J.S.C.

# **EXHIBIT B**

## Objection

Hi Officer,

My online case submitted number is LUK-400011-0. Name: Chen Ge

Contact email: [REDACTED] Cell Phone: [REDACTED]

Attached are my proof of claim and claim confirmation.

I object to the following terms of the Settlement:

"If an Authorized Claimant has an overall market gain, the Recognized Claim for that Authorized Claimant will be \$0.00. If an Authorized Claimant has an overall market loss, that Authorized Claimant's Recognized Claim will be limited to the amount of overall market loss."

I lost \$19,045 from purchasing LK call options. All my options became useless after fraud finding of I think I deserve additional interests and penalty payments from the settlement.

It has been 3 years. I spent so much time on claiming my portion of recovery.

It is unfair to investors if the investee does not need to bear any additional responsibilities because of They would think fraud is a good way for funding and they just need to pay back what exactly they owe to investors on fraud finding.

Hence, I think 3-year interests should be included at least.

Chen Ge.  
12/21/2022

## Luckin Convertible Notes Settlement

[Home](#) | [Case Documents](#) | [Contact Us](#) | [File Claim](#)

### CLAIM SUBMITTED

Thank you for submitting your claim in the *Luckin Convertible Notes Settlement*.

Please print and/or save each of the following for your records and as documentation of your claim submission.

1. Your Claim Number: LUK-400011-0
2. A copy of your completed Proof of Claim.
3. A copy of the Transmittal Letter for your claim, which you can use to submit additional documents or amendments to your claim.

Please click the following link to download and print or save a copy of your submitted [Proof of Claim](#). Please print and/or save a copy as proof of your submission for your records. The Claims Administrator may not be able to generate proof at a later time.

If you did not upload your required documentation, you must mail both the supporting documentation and a printed Transmittal Letter to the Claims Administrator. Please click the following link to download and print your [Transmittal Letter](#). Please make certain to print and save your Transmittal Letter at this time. You will not be able to print the Transmittal Letter after you leave this page. Once your claim is submitted, you cannot alter it, this includes attaching supporting documentation. If you need to make changes, please submit those changes or documents by mail along with the Transmittal Letter. Please return your documentation with the Transmittal Letter no later than the filing deadline, January 20, 2023.

Do not resubmit your Proof of Claim in its entirety. Please send only your supporting documents and the Transmittal Letter to:

*Luckin Convertible Notes Settlement*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 6177  
Novato, CA 94948-6177

Robinhood Securities LLC  
**Proceeds from Broker and Barter Exchange Transactions**  
 2020 1099-B\* OMB No. 1545-0715 (continued) 02/14/2021

SHORT TERM TRANSACTIONS FOR COVERED TAX LOTS [Ordinary gains or losses are identified in the Additional information column] (Lines 2 & 5)  
 Report on Form 8949, Part I with Box A checked. Basis is provided to the IRS. (Line 12)  
 \*Gain or loss (-) is NOT reported to the IRS.

1a- Description of property/CUSIP/Symbol

| 1c- Date sold or disposed   | Quantity        | 1d- Proceeds & 6- Reported (G)ross or (N)et | 1b- Date acquired | 1e- Cost or other basis | 1f- Accrued mkt disc (D) & 1g- Wash sale loss disallowed (W) | Gain or loss(-) & 7- Loss not allowed (X) also not reported (Z) | Additional information                          |
|---|-----------------|---|-------------------|-------------------------|--|---|---|
| BYND 05/08/2020 PUT \$120.00 / CUSIP: / Symbol: (cont'd)                  |                 |   |                   |                         |  |   |   |
| 5 transactions for 05/08/20. Total proceeds and cost reported to the IRS. |                 |   |                   |                         |  |   |   |
|   | 1,000           | 22.99                                       | 05/07/20          | 450.00                  | 427.01 W   | 0.00  | 1 of 5 - Option sale to close-put <sup>25</sup> |
|   | 1,000           | 22.99                                       | 05/07/20          | 405.00                  | 382.01 W   | 0.00  | 2 of 5 - Option sale to close-put <sup>25</sup> |
|   | 1,000           | 20.98                                       | 05/07/20          | 777.01                  | 756.03 W   | 0.00  | 3 of 5 - Option sale to close-put <sup>25</sup> |
|   | 1,000           | 16.98                                       | 05/07/20          | 722.01                  | 705.03 W   | 0.00  | 4 of 5 - Option sale to close-put <sup>25</sup> |
|   | 1,000           | 13.99                                       | 05/07/20          | 1,091.03                | 1,077.03 W   | 0.00  | 5 of 5 - Option sale to close-put <sup>25</sup> |
| 05/08/20  | 5,000           | 97.92                                       | Various           | 3,445.05                | 3,347.13 W   | 0.00  | Total of 5 transactions                         |
|   | Security Total: | 125.90                                      |                   | 5,827.13                | 3,347.13 W   | -2,354.10   |   |

|   |       |        |          |        |     |        |  |
|---|-------|--------|----------|--------|-----|--------|--|
| LK 03/27/2020 CALL \$29.00 / CUSIP: / Symbol:                             |       |        |          |        |     |        |  |
| 2 transactions for 03/25/20. Total proceeds and cost reported to the IRS. |       |        |          |        |     |        |  |
|   | 1,000 | 199.99 | 03/24/20 | 105.00 | ... | 94.99  | 1 of 2 - Option sale to close-call <sup>25</sup> |
|   | 1,000 | 199.99 | 03/24/20 | 105.00 | ... | 94.99  | 2 of 2 - Option sale to close-call <sup>25</sup> |
| 03/25/20  | 2,000 | 399.98 | Various  | 210.00 | ... | 189.98 | Total of 2 transactions                          |

|  |        |      |          |          |     |           |  |
|--|--------|------|----------|----------|-----|-----------|--|
| LK 04/03/2020 CALL \$27.50 / CUSIP: / Symbol:                              |        |      |          |          |     |           |  |
| 21 transactions for 04/03/20. Total proceeds and cost reported to the IRS. |        |      |          |          |     |           |  |
|  | 10,000 | 0.00 | 03/31/20 | 1,650.00 | ... | -1,650.00 | 1 of 21 - Option expiration- long call |
|  | 10,000 | 0.00 | 03/31/20 | 1,600.00 | ... | -1,600.00 | 2 of 21 - Option expiration- long call |
|  | 10,000 | 0.00 | 03/31/20 | 1,400.00 | ... | -1,400.00 | 3 of 21 - Option expiration- long call |
|  | 10,000 | 0.00 | 03/31/20 | 1,300.00 | ... | -1,300.00 | 4 of 21 - Option expiration- long call |
|  | 10,000 | 0.00 | 03/31/20 | 1,300.00 | ... | -1,300.00 | 5 of 21 - Option expiration- long call |
|  | 10,000 | 0.00 | 03/31/20 | 1,250.00 | ... | -1,250.00 | 6 of 21 - Option expiration- long call |
|  | 10,000 | 0.00 | 03/31/20 | 1,250.00 | ... | -1,250.00 | 7 of 21 - Option expiration- long call |
|  | 8,000  | 0.00 | 03/31/20 | 1,000.00 | ... | -1,000.00 | 8 of 21 - Option expiration- long call |
|  | 10,000 | 0.00 | 03/31/20 | 950.00   | ... | -950.00   | 9 of 21 - Option expiration- long call |

\* This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported. Remember, taxpayers are ultimately responsible for the accuracy of their tax return(s).

Robinhood Securities LLC  
**Proceeds from Broker and Barter Exchange Transactions**  
 2020 1099-B\* OMB No. 1545-0715 (continued) 02/14/2021

SHORT TERM TRANSACTIONS FOR COVERED TAX LOTS [Ordinary gains or losses are identified in the Additional information column] (Lines 2 & 5)  
 Report on Form 8949, Part I with Box A checked. Basis is provided to the IRS. (Line 12)  
 \*Gain or loss (-) is NOT reported to the IRS.

1a- Description of property/CUSIP/Symbol

| 1c- Date sold or disposed                              | Quantity | 1d- Proceeds & 6- Reported (G)ross or (N)et | 1b- Date acquired | 1e- Cost or other basis | 1f- Accrued mkt disc (D) & 1g- Wash sale loss disallowed (W) | Gain or loss(-) & 7- Loss not allowed (X) also not reported (Z) | Additional information                  |
|--|----------|---|-------------------|-------------------------|--|---|---|
| LK 04/03/2020 CALL \$27.50 / CUSIP: / Symbol: (cont'd) |          |   |                   |                         |  |   |   |
|  | 5,000    | 0.00  | 03/31/20          | 850.00                  | ...  | -850.00   | 10 of 21 - Option expiration- long call |
|  | 5,000    | 0.00  | 03/31/20          | 825.00                  | ...  | -825.00   | 11 of 21 - Option expiration- long call |
|  | 5,000    | 0.00  | 03/31/20          | 750.00                  | ...  | -750.00   | 12 of 21 - Option expiration- long call |
|  | 6,000    | 0.00  | 03/31/20          | 750.00                  | ...  | -750.00   | 13 of 21 - Option expiration- long call |
|  | 5,000    | 0.00  | 03/31/20          | 725.00                  | ...  | -725.00   | 14 of 21 - Option expiration- long call |
|  | 5,000    | 0.00  | 03/31/20          | 725.00                  | ...  | -725.00   | 15 of 21 - Option expiration- long call |
|  | 5,000    | 0.00  | 03/31/20          | 625.00                  | ...  | -625.00   | 16 of 21 - Option expiration- long call |
|  | 5,000    | 0.00  | 03/31/20          | 625.00                  | ...  | -625.00   | 17 of 21 - Option expiration- long call |
|  | 5,000    | 0.00  | 03/31/20          | 600.00                  | ...  | -600.00   | 18 of 21 - Option expiration- long call |
|  | 4,000    | 0.00  | 03/31/20          | 500.00                  | ...  | -500.00   | 19 of 21 - Option expiration- long call |
|  | 2,000    | 0.00  | 03/31/20          | 250.00                  | ...  | -250.00   | 20 of 21 - Option expiration- long call |
|  | 1,000    | 0.00  | 03/31/20          | 120.00                  | ...  | -120.00   | 21 of 21 - Option expiration- long call |
| 04/03/20   | 141,000  | 0.00  | Various           | 19,045.00               | ...  | -19,045.00  | Total of 21 transactions                |

|   |       |        |          |        |          |      |   |
|---|-------|--------|----------|--------|----------|------|---|
| NIO 07/10/2020 PUT \$13.50 / CUSIP: / Symbol:                             |       |        |          |        |          |      |   |
| 6 transactions for 07/09/20. Total proceeds and cost reported to the IRS. |       |        |          |        |          |      |   |
|   | 1,000 | 24.99  | 07/08/20 | 85.00  | 60.01 W  | 0.00 | 1 of 6 - Option sale to close-put <sup>25</sup> |
|   | 1,000 | 25.00  | 07/09/20 | 75.00  | 50.00 W  | 0.00 | 2 of 6 - Option sale to close-put <sup>25</sup> |
|   | 1,000 | 24.99  | 07/09/20 | 60.00  | 35.01 W  | 0.00 | 3 of 6 - Option sale to close-put <sup>25</sup> |
|   | 1,000 | 24.99  | 07/09/20 | 115.01 | 90.02 W  | 0.00 | 4 of 6 - Option sale to close-put <sup>25</sup> |
|   | 1,000 | 25.00  | 07/09/20 | 87.00  | 62.00 W  | 0.00 | 5 of 6 - Option sale to close-put <sup>25</sup> |
|   | 1,000 | 24.99  | 07/09/20 | 65.01  | 40.02 W  | 0.00 | 6 of 6 - Option sale to close-put <sup>25</sup> |
| 07/09/20  | 6,000 | 149.96 | Various  | 487.02 | 337.06 W | 0.00 | Total of 6 transactions                         |

\* This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported. Remember, taxpayers are ultimately responsible for the accuracy of their tax return(s).



NYSCEF I

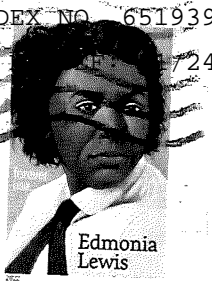


11 JAN 2023 PM 7 L

SENDER CO

RECEIVED

01/24/2023



Edmonia Lewis

RECEIVED GE

JAN 17 2023

CLAIMS CENTER

Luckin Convertible Notes Settlement  
Claims Administrator  
c/o Gilardi & Co LLC  
P.O. Box 6177  
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