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5 Counsel to Receiver Sherwood
Partners, Inc.
6

7 **UNITED STATES DISTRICT COURT**
8 **NORTHERN DISTRICT OF CALIFORNIA**
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10 SECURITIES AND EXCHANGE
COMMISSION,

11 Plaintiff,

12 v.

13 JOHN V. BIVONA; SADDLE RIVER
14 ADVISERS, LLC; SRA
MANAGEMENT ASSOCIATES, LLC;
15 FRANK GREGORY MAZZOLA

16 Defendants, and

17 SRA I LLC; SRA II LLC; SRA III
18 LLC; FELIX INVESTMENTS,
LLC; MICHELE J. MAZZOLA;
19 ANNE BIVONA; CLEAR
20 SAILING GROUP IV LLC;
CLEAR SAILING GROUP V LLC,

21 Relief Defendants.
22

Case No. 3:16-cv-1386

**RECEIVER'S
APPLICATION PURSUANT
TO LOCAL RULE 7-11 FOR
THE RETENTION OF A
CLAIMS ADMINISTRATOR**

Date: No Date
Time: No Time
Judge: Edward M. Chen

23 **I. Background**

24 On October 11, 2016, this Court issued an Order of Appointment of
25 Receiver ("the Order") and thereby appointed Sherwood Partners Inc.
26 ("Sherwood") as Receiver in this matter. The U.S. Securities & Exchange
27 Commission ("SEC"), counsel for the SRA Investors Group ("SRA IG"),
28 counsel for interested investor Global Generation Group LLC, and counsel for

1 Sherwood Partners, Inc. (“ the Receiver”) (together “the Parties”) were all in
2 attendance at two hearings before the Court held on September 28 and
3 November 16, 2017, regarding numerous matters. As to one matter, the use of
4 a claims administrator for the processing of a court-approved investor claim
5 form, the Receiver indicated to the Court at the November 16 hearing that it
6 was exploring the use of an outsourced “claims agent” that could more
7 economically dispatch the responsibilities of administering the claim process,
8 once the Court approved the claim form. The Court during the hearing
9 encouraged the Parties to meet and confer regarding an acceptable claims
10 administrator that would save the estate from unnecessary costs.

11 Thereafter, on November 22, 2017, the Court issued its order approving
12 an acceptable claim form. (Docket No. 279-1). Since the issuance of the order
13 for an approved claim, the Receiver has located an experienced claim
14 administrator, JND Corporate Restructuring (“JND”) of Denver Colorado, and
15 has circulated the terms of that company’s proposed retention to the Parties,
16 solicited written input on those proposed terms from the Parties, and on
17 December 1, 2017, held one conference call with all affected Parties to discuss
18 them. Based on this collaboration, none of the affected Parties oppose the
19 recommendation to the Court that the Receiver be allowed to retain JND.

20 **II. Receiver’s Recommendation of JND Corporate Restructuring as** 21 **Claims Agent**

22 The Receiver considered several experienced claims agents to administer
23 the claims process, in order to reduce the expected cost from such processing
24 than would occur if undertaken by the Receiver’s staff. In the Receiver’s view,
25 the firm best suited to the administration of claims in this matter is JND. The
26 Receiver’s staff recommends JND because it has found JND’s rates to be
27 competitive and below those currently charged by the Receiver and its staff. It
28 has also found that JND will be able to perform the administrator services in a

1 timely and competent manner. The Receiver, therefore, is comfortable in
2 recommending JND to the Court for engagement in this matter as it will
3 provide competent service at the lowest cost. The Declaration of Peter
4 Hartheimer of Sherwood accompanies this application and sets forth in
5 specificity why Sherwood recommends to this Court that it be permitted to
6 retain JND for the described services. Mr. Hartheimer has attached a proposed
7 letter of engagement with JND as Exhibit A to his declaration. All of the
8 affected Parties have reviewed this Application and JND's proposed
9 engagement letter and none oppose its retention on the stated terms.

10 **III. Conclusion**

11 Based on this Application, and the accompanying declaration of
12 Hartheimer, the Receiver recommends that the Court approve the retention of
13 JND as set forth in its proposed engagement letter.
14

15 Dated: December 5, 2017

GARTENBERG GELFAND HAYTON
LLP

17 By: /s/ John W. Cotton
18 JOHN W. COTTON
19 Counsel to the Receiver
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 7 **UNITED STATES DISTRICT COURT**
 8 **NORTHERN DISTRICT OF CALIFORNIA**
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10 SECURITIES AND EXCHANGE COMMISSION, 11 Plaintiff, 12 v. 13 JOHN V. BIVONA; SADDLE RIVER 14 ADVISORS, LLC; SRA MANAGEMENT ASSOCIATES, LLC; 15 FRANK GREGORY MAZZOLA 16 Defendants.) Case No. 3:16-cv-1386)) DECLARATION OF PETER) HARTHEIMER IN SUPPORT) OF RECEIVER'S) APPLICATION PURSUANT) TO LOCAL RULE 7-11 FOR) THE RETENTION OF A) CLAIMS ADMINISTRATOR)) Date: No Date) Time: No Time) Judge: Edward M. Chen
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 19 **DECLARATION OF PETER HARTHEIMER**

20 I, Peter Hartheimer, am a Senior Vice President of Sherwood
 21 Partners Inc., the Receiver in this action. I hereby declare as follows:

22 1.) I have personal knowledge of the facts set forth herein and if
 23 called as a witness could testify competently thereto.

24 2.) Since on or about October 11, 2016, I have acted as
 25 Sherwood Partners' lead team member in the proper discharge of its duties set
 26 out in this Court's Order of that same date, appointing it as Receiver over the
 27 corporate defendant entities, and their affiliates. As such, I have attended all
 28 of the court hearings on matters involving Sherwood as Receiver, including

1 those held on September 28 and November 16, 2017. During those hearings
2 the Court, and the Parties indicated a strong interest in finding ways to reduce
3 the costs of the Receivership. One of those ways, in my opinion, is the use of
4 an outsourced, third-party claims administrator.

5 3.) During my career in the area of bankruptcy and corporate
6 restructuring, I have become personally familiar with several firms that
7 provide claim administration services. One of those firms is JND Corporate
8 Restructuring of Denver Colorado. I have become familiar with JND through
9 their reputation in Delaware insolvency matters. My experience from those
10 matters supports my belief that JND has the appropriate personnel, experience
11 and tools to administer the claims involved in this estate.

12 4.) Among other reasons for my recommendation to the Court is
13 that fact that JND's personnel are based in Colorado, and by being based in an
14 area with lower personnel costs than Sherwood's locations, it can staff the
15 claim administration with less expensive professionals, and offer routine
16 administrative services at much lower cost.

17 5.) Another reason for my recommendation is that JND has
18 honed the skills necessary to undertake routine administrative tasks such as
19 claim form delivery, data processing, and investor communications based on
20 its work in similar proceedings such as class action administration, bankruptcy
21 claims and noticing and mass tort litigation noticing.

22 6.) Attached to this declaration as Exhibit A is the proposed
23 engagement letter of JND which as been reviewed with all of the parties, and
24 is unopposed.
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I declare under penalty of perjury under the laws of the United States of America that the forgoing is true and correct.

Dated: December 6, 2017



Peter Hartheimer

Exhibit A



Services Agreement

This agreement for services (the "Services Agreement") is by and between Sherwood Partners, Inc. as receiver to Saddle River Advisors, LLC and related entities (together with its affiliates and subsidiaries, the "Client") and JND Corporate Restructuring ("JND") (together with the Client, the "Parties").

In consideration of the mutual covenants contained herein, the Parties agree as follows:

I. SERVICES

a. JND agrees to provide the Client with claims services (see "Scope of Services" as included in Exhibit A) (collectively, the "Services"). The Parties agree the Services are to be charged in accordance with the fee structure attached hereto as Exhibit A (the "Fee Structure").

b. JND agrees to provide the following to Client during the term of the Services Agreement: (i) JND's standard data reports as well as consulting and programming support for Client-requested reports, (ii) support/training for JND's proprietary database and related software, (iii) computer program modifications, and/or (iv) other features/services referenced in the Fee Structure.

c. Upon request from the Client, JND may provide (i) confidential, online workspaces or virtual data rooms and publish certain documents thereto (which shall not be deemed a violation of confidentiality provisions contained in the Services Agreement) and/or (ii) creditor communications materials to be utilized by JND employees.

d. Services will be provided by JND when specifically requested by the Client. Services are deemed delivered and accepted by the Client when provided by JND.

e. Client agrees that none of the Services provided by JND contain legal advice or opinion, and neither JND nor its personnel shall be or are deemed to practice law thereunder.

II. TERM AND RETENTION

a. This Services Agreement is effective as of the date of execution of an order of retention by the Honorable Edward M. Chen.

b. In the event that the Client files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), Client agrees to, by and through its legal counsel, file one or more applications (each, an "Application") with the Bankruptcy Court seeking entry of

an order pursuant to 28 U.S.C. § 156(c) ("Section 156(c)") approving the Services Agreement in its entirety (the "Section 156(c) Order"). The form and substance of the Application and the Section 156(c) Order shall be reasonably acceptable to JND. *Any discrepancies between this Services Agreement, the Application and/or the Section 156(c) Order shall be controlled by the Section 156(c) Order.*

c. The Parties agree that all fees and expenses due under the Services Agreement shall be paid as administrative expenses of the Client.

d. If any Client chapter 11 case converts to a case under chapter 7 of the United States Bankruptcy Code, JND will continue to be paid for its services in accordance with the terms of the Services Agreement.

III. CHARGES

a. Subject to the approval of JND's retention and compensation by the United States District Court, Northern District of California (the "Court"), the Client shall pay the fees, charges and costs as detailed in the Fee Structure for any and all Services and materials furnished/provided by JND under this Services Agreement in accordance with (i) the provisions of Section XIV of the Order Appointing Receiver (Docket No. 142) (the "Order") entered on October 11, 2016, and (ii) the procedures set forth in the Billing Instructions for Receivers in Civil Actions Commenced by the U.S. Securities and Exchange Commission. JND will provide the Client with monthly invoices for purposes of inclusion in the Client's quarterly fee applications prepared and filed in accordance with the Order.

b. JND reserves the right to make reasonable increases to unit prices, charges and professional service rates set forth in the Fee Structure on an annual basis of each calendar year, effective January 1st of 2019. Should such increases exceed 10% from the prior year's level, JND will provide forty-five (45) days' prior written notice to the Client of such proposed increases.

c. Subject to the Court's local rules as specified in Section XIV of the Order, the Client agrees to pay JND for all materials necessary (other than computer hardware and software) for performance under the Services Agreement and any reasonable out-of-pocket expenses including, without limitation, transportation, long-distance communications, printing, photocopying, fax, postage and related items.

d. Where Client requires services that are unusual or beyond normal business practices of JND, or are otherwise not provided/contemplated in the Fee Structure, the cost of such services shall be charged in accordance with the Additional Services Pricing Schedule included in Exhibit A.

e. Subject to the Court's local rules as specified in Section XIV of the Order, the Client shall pay or reimburse all taxes applicable to services performed under this Services Agreement and, specifically, taxes based on disbursements made on behalf of the Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of JND.

f. Subject to the Court's local rules as specified in Section XIV of the Order, the Client shall pay to JND for any actual charges (including fees, costs and expenses as set forth in the Fee Structure) relating to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long- distance phone calls and/or travel expenses/fees at the rates set forth in the Fee Structure.

g. Client shall pay JND a retainer in the amount of \$1,000.00 (the "Retainer") which may be held by JND as security for the Client's payment obligations pursuant to the Services Agreement and in accordance with the Court's local rules as specified in Section XIV of the Order. The Retainer is due upon execution of an order of the Court approving JND's retention. JND shall be entitled to hold the Retainer until termination of the Services Agreement. Following termination of the Services Agreement, JND shall apply the retainer to any outstanding and unpaid invoice amounts.

h. In the event of a termination in accordance with Section IV hereof, Client shall be liable for all amounts accrued and/or due and owing to JND under the Services Agreement.

i. Payments to JND, under the guise and terms of the Services Agreement for services rendered and in accordance with the Court's local rules as specified in Section XIV of the Order, may be remitted by the Client using the following method::

- i. WIRE TRANSMISSION:
 - Bank Name – Bank of America
 - Account No. – 1381 2299 2706
 - ABA – 026009593
 - ACH – 125000024
 - Beneficiary – JND Corporate
 - Restructuring

IV. TERMINATION AND SUSPENSION OF SERVICES

a. This Services Agreement shall remain valid and in effect until terminated by either party (i) upon thirty (30) days' prior written notice to the other party or (ii) immediately upon written notice for Cause. As used herein, "Cause" shall mean (i) gross negligence or willful misconduct of/by JND that causes serious or material harm to the Client's receivership administration efforts, or (ii) the failure of the Client to pay JND invoices in accordance with the Court's local rules as specified in Section XIV of the Order.

b. In the event the Services Agreement be terminated, regardless of the reason for such termination, JND shall cooperate and work in good faith to transfer all information in its control in connection with the Services Agreement to the Client, its designee and/or the Court. Client agrees to pay JND for reasonable expenses incurred in doing so.

c. JND shall be entitled to an administrative claim fees and expenses outstanding at the time of termination (subject to approval by the Court in the event of an unresolved dispute).

V. CONFIDENTIALITY

Data provided to JND during the course of term of the Services Agreement by Client or its retained professionals (the "Client Data") shall be maintained confidentially by JND in the same manner and at the same level as JND safeguards data relating to its own business; provided, *however*, that if Client Data is publicly available, was already in JND's possession or known to it, was required to be disclosed by law, was independently developed by JND with or without reference to any Client Data, or was rightfully obtained by JND from a third party, JND shall bear no fault/liability for public disclosure of such data. Client agrees that JND shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any Client Data or other Client materials provided to JND in performance of the Services Agreement.

VI. DATA INTEGRITY

a. Client is responsible for the integrity and accuracy of all programs or Client Data it provides or gives access to JND during the term of the Services Agreement and for the output resulting from such.

b. Client shall institute and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data it provides or gives access to JND. Client agrees, represents and warrants to JND that, prior to delivery of any programs or Client Data to JND, Client warrants that it has full and legal right to transfer/deliver Client Data to JND. Client has obtained binding consents, permits, licenses and approval from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow JND to use all Client Data delivered thereto in connection with the Services

Agreement. JND shall not be liable for any liability or obligation with respect to Client Data prior to JND's receipt, including without limitation, any liability arising during the delivery of Client Data to JND. Rather, Client accepts full responsibility of such delivery of Client Data to JND.

VII. RIGHT OF OWNERSHIP

a. The Parties understand and agree that any and all software programs and other materials furnished by JND in accordance with the Services Agreement and/or developed during the terms of this Services Agreement are sole property of JND.

b. The Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished/provided under the Services Agreement.

VIII. SYSTEM IMPROVEMENTS

As part of its ongoing efforts to better client services/offering, JND is continually improving/bettering its proprietary database and related reports. JND therefore reserves the right to make changes in operating procedures/systems, programming languages, application programs and time-period accessibility so long as such changes do not materially interfere with ongoing services provided to Client in accordance with the Services Agreement.

IX. JURISDICTION

The Services Agreement is subject to approval by the United States District Court, Northern District of California and shall retain jurisdiction over all matters relating thereto.

X. GOVERNING LAW

The Services Agreement will be governed by and construed in accordance with the laws of the State of California (without reference to its conflict of law provisions).

XI. ATTORNEY FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance of or interpret the provisions of the Services Agreement by either the Client or JND, the parties agree to reimburse the prevailing party's reasonable attorney fees, court costs and other related expenses.

In the event any litigation is commenced against JND relating to the performance of any of its work set forth in, or implied from this Services Agreement, the Client may (with the Court's prior approval) retain legal counsel for the purpose of defending JND.

XII. SEVERABILITY

All clauses and covenants set forth in the Services Agreement are severable. In the event any of them be held invalid by any court, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and the Services Agreement will be interpreted as if such invalid clauses or covenants were not contained therein.

XIII. ASSIGNMENT

The Services Agreement and the rights and obligations of JND and the Client hereunder shall bind and inure to the benefit or any successors or assigns thereto.

XIV. NON-SOLICITATION

Client agrees to not directly or indirectly solicit for employment, employ or otherwise retain employees of JND during the term of the Services Agreement and for a period of twelve (12) months following termination of the Services Agreement unless JND provides prior written consent to such solicitation or retention.

XV. FORCE MAJEURE

Except for Client's obligation to pay fees, expenses and charges hereunder when due, should performance by the Parties of any of obligations contemplated under the Services Agreement be substantially prevented by any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war-like conditions, or by reason of any other matter beyond the Parties' respective and reasonable control, then such performance shall be excused and the Services Agreement shall be deemed suspended during such disturbance and for a reasonable time thereafter.

XVI. COUNTERPARTS

The Services Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and same agreement. The Services Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVII. ENTIRE AGREEMENT

The Parties agree that the Services Agreement is the complete and exclusive statement of the agreement between the Parties. The Services Agreement is intended to supersede all proposals or prior agreements, oral or written, and all other communications between the Parties relating to thereto.

XVIII. NOTICE

Notices to be given or submitted by either party to the other, pursuant to the Services Agreement, shall be sufficiently given if made in writing and sent by hand-delivery, overnight or certified mail (postage pre-paid) or via electronic transmission and addressed as follows:

IF TO JND:

JND Corporate Restructuring
Attn: Travis K. Vandell, CEO
8269 E. 23rd Ave, Suite 275
Denver, CO 80238
travis.vandell@JNDLA.com

IF TO CLIENT:

Sherwood Partners, Inc
1100 La Avenida St.
Mountain View, CA 94043
(650) 477 9101
p.hartheimer@shrwood.com

WITH A COPY TO:

John W Cotton
Gartenberg, Gelfand & Hayton LLP
15260 Ventura Blvd.
Suite 1920
Sherman Oaks, CA 91403
jcotton@cglp.com

IN WITNESS HEREOF, the parties have executed the Services Agreement as of the day and year set forth below.

JND CORPORATE RESTRUCTURING



Name: Travis K. Vandell
Title: CEO
Date: 12/6/2017

CLIENT



Name: Peter Hartheimer
Title: Representative, Saddle River Advisors, LLC and Related Entities In Receivership
Date: 12/7/17

Exhibit A



**Flat Rate Noticing Services
Pricing Schedule**

KEY ASSUMPTIONS

- Fewer than 500 recipients
- All service via USPS first class mail
- Flat rate includes labor and materials
- Postage charged at market rate

NUMBER OF PAGES	PRICE PER PIECE
1-12 Pages	\$2.00 plus postage
13-24 pages	\$2.75 plus postage
25-100 pages	\$4.50 plus postage

**Additional Services¹
Pricing Schedule**

CONSULTING

	Standard Hourly	Discounted Hourly
Clerical	\$55.00	\$44.00
Case Assistant	\$85.00	\$68.00
IT Manager	\$95.00	\$76.00
Case Consultant	\$135.00	\$108.00
Sr. Case Consultant	\$165.00	\$145.00
Case Director	\$195.00	\$175.00

NOTICING

Printing	\$0.10 / image
Personalization/Labels	<i>Waived</i>
Email Noticing	<i>Waived²</i>
Facsimile Noticing	\$0.05 / image
Document Imaging	\$0.10 / image
Publication Noticing	Quoted at time of request

Scope of Services³

NOTICING

- Accumulate, format and track pertinent data for inclusion the creditor matrix
- Compile various creditor lists for targeted service throughout the duration of case
- Distribute documents to requisite creditor constituencies; draft and file related affidavits of service
- Customize and merge data to Court forms and related filings for more effective service
- Track documents served; instant updates to proprietary database allow for real-time service stats
- Verify creditor address info received per USPS guidelines; update data received, as necessary

CLAIMS PROCESSING & ANALYSIS

- Design & serve proof of claim forms on creditor body; receive & process proofs of claim
- Maintain detailed database of claims received, processed, and input into JND systems; provide associated reports on an on-demand basis as needed

¹ JND will notify the Receiver via email upon accrual of Additional Services totaling \$5,000; Additional Services will be halted until acknowledgement and approval from the Receiver; service to continue upon approval of each \$2,500 of incremental Additional Service thereafter

² Waived for up to 500 parties/service. Charge for email service >500 parties will be quoted at time of request.

³ Additional claims, noticing, balloting, and administrative services priced upon request.

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

JOHN B. BIVONA; SADDLE RIVER
ADVISERS, LLC; SRA MANAGEMENT
ASSOCIATES, LLC; FRANK GREGORY
MAZZOLA

Defendants.

Case No. 3:16-cv-1386

**[PROPOSED] ORDER
GRANTING THE
RECEIVER'S
ADMINISTRATIVE
APPLICATION PURSUANT
TO L.R. 7-11 FOR THE
RETENTION OF A CLAIMS
ADMINISTRATOR**

Date: N/A
Time: N/A
Judge: Edward M. Chen

The Receiver in the above matter, Sherwood Partners, Inc. ("Sherwood"), requests that this Court approve its Application pursuant to L.R. 7-11 for the retention of JND Corporate as Claims Administrator on the terms set forth in Exhibit A to the accompanying Declaration of Hartheimer.

The Receiver makes this application on the basis that a claims administrator, like JND, will more efficiently and economically conduct the process of accepting and administering a claims notice process, and the resulting responses in the form of claim applications. The Receiver has observed the work of JND in other, similar matters and bases its recommendations, in part, on that experience all as more specifically set forth in the declaration of Sherwood's principal in this matter, Peter Hartheimer, which accompanies the Application.

1 The Receiver also represents that the affected parties to this
2 matter have been involved in the selection of JND and no affected party
3 opposes its retention on the terms set forth in Exhibit A attached to the
4 Declaration of Hartheimer.

5 GOOD CAUSE APPEARING, the Court hereby authorizes the
6 Receiver to retain the firm of JND on the terms set forth in Exhibit A to
7 the Declaration of Hartheimer.

8
9 IT IS SO ORDERED.

10 DATED: December __, 2017

11 _____
12 Judge Edward M. Chen
13 United States District Court
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(213) 542-2100
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5 Counsel to the Receiver
Sherwood Partners Inc.
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7 **UNITED STATES DISTRICT COURT**
8 **NORTHERN DISTRICT OF CALIFORNIA**
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10 SECURITIES AND EXCHANGE
COMMISSION,

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12 v.

13 JOHN B. BIVONA; SADDLE RIVER
14 ADVISORS, LLC; SRA
MANAGEMENT ASSOCIATES, LLC;
15 FRANK GREGORY MAZZOLA

16 Defendants.

17 SRA I LLC; SRA II LLC, SRA III
18 LLC, FELIX INVESTMENTS, LLC;
MICHELE J. MAZZOLA; ANNE
19 BIVONA; CLEAR SAILING GFOUP
IV LLC; CLEAR SAILING GROUP V
20 LLC,

21 Relief Defendants.
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Case No. 3:16-cv-1386

CERTIFICATE OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 15260 Ventura Blvd., Suite 1920, Sherman Oaks, California 91403.

On December 7, 2017 I served the following document(s) described as

- **RECEIVER’S APPLICATION PURSUANT TO LOCAL RULE 7-11 FOR THE RETENTION OF A CLAIMS ADMINISTRATOR**
- **[PROPOSED] ORDER GRANTING THE RECEIVER’S ADMINISTRATIVE APPLICATION PURSUANT TO L.R. 7-11 FOR THE RETENTION OF A CLAIMS ADMINISTRATOR**
- **DECLARATION OF PETER HARTHEIMER IN SUPPORT OF RECEIVER’S APPLICATION PURSUANT TO LOCAL RULE 7-11 FOR THE RENTION OF A CLAIMS ADMINISTRATOR**

on the interested parties in this action:

by serving () the original true copies thereof as follows:

Frank Gregory Mazzola 27 Dogwood Hill Drive Upper Saddle River, NJ 07458	Michele J. Mazzola 27 Dogwood Hill Drive Upper Saddle River, NJ 07458
Marc David Katz Securities and Exchange Commission 44 Montgomery Street Suite 2800 San Francisco, CA 94104	

<input checked="" type="checkbox"/> BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	<input type="checkbox"/> BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (213) 542-2101. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
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FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

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(X) EXECUTED on December 7, 2017 at Sherman Oaks, California.



Nicole Salazar