RAINES FELDMAN LITTRELL LLP
Kathy Bazoian Phelps (State Bar No. 155564)
kphelps@raineslaw.com
1900 Avenue of the Stars, Suite 1900
Los Angeles, California 90067
Telephone: (310) 440-4100
Facsimile: (310) 691-1367

Successor Receiver

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiffs,

v.

JOHN V. BIVONA; SADDLE RIVER ADVISORS, LLC; SRA MANAGEMENT ASSOCIATES, LLC; FRANK GREGORY MAZZOLA,

Defendants, and

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

Relief Defendants.

Case No.: 3:16-cv-01386-EMC

DECLARATION OF KATHY BAZOIAN PHELPS IN SUPPORT OF ADMINISTRATIVE MOTION PURSUANT TO LOCAL RULE 7-11 FOR ORDER APPROVING:

(1) EMPLOYMENT OF MADDEN LAW LLC AS SPECIAL COUNSEL; AND
(2) MODIFICATION OF EMPLOYMENT OF STRETTO, AS CLAIMS AGENT

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

I, Kathy Bazoian Phelps, declare:

1. Pursuant to this Court's Revised Order Appointing Receiver, entered on February 28, 2019, I was appointed as the successor receiver ("Receiver") in this case. I am also an attorney duly licensed to practice in the State of California and am partner at the firm of Raines Feldman Littrell LLP ("Raines"). I have personal knowledge of the matters set forth below and if called as a witness, I would and could testify competently to the matters stated herein.

2. This declaration is made in support of the Administrative Motion Pursuant to Local Rule 7-11 f for an Order Approving (1) Employment of Madden Law LLC, as Special Counsel and (2) Modification of Employment of Stretto, as Claims Agent ("Motion").

3. On May 10, 2021, the Court entered an order authorizing the Receiver to employ Raines as the Receiver's general counsel retroactively to April 23, 2021 (the "Employment Order"). I directly supervise the professionals and staff of Raines Feldman with respect to this representation.

4. I have conferred with counsel for the Securities and Exchange Commission, and I am advised that the Commission does not oppose the Motion. A stipulation with all parties was deemed impractical given, among other things, the entry of judgment against defendants and pending bankruptcy of defendant John Bivona.

5. David Madden was employed by Raines Feldman Littrell LLP ("Raines") until recently. He left Raines at the end of March 2025 to start his new law firm, Madden Law, as a solo practitioner.

6. Raines is my court approved general counsel in this case. *See* Dkt. No. 656 ("Employment Order"). On May 10, 2021, the Court entered the Order authorizing me to employ Raines as my general counsel. I directly supervise the professionals and staff of Raines with respect to this representation. In the interests of the estate and pursuant to the Employment Order, senior attorneys at Raines, including David Madden, capped their hourly rates at $465.

7. David Madden had been assisting me with developing a spreadsheet in support of the recently filed Motion for an Order Authorizing: (1) Final Distribution to Class 3 Unsecured Creditors; (2) Third Interim Distribution to Class 4 Investors; (3) First Interim Distribution to Class 6A and 6B Investors; (4) Allowance of Remaining Failed Investment Claims; and (5) Extension of Time to Complete Distributions (Dkt. No. 761) ("Distribution Motion"). I continue to need Madden's assistance with further development and maintenance of the distribution spreadsheet. I have determined that, in order to perform my duties and obligations under the Receiver Order, I continue to require Mr. Madden's assistance of counsel. I believe that the engagement of his firm will be more cost effective than starting with a new lawyer, especially given than his hourly rate is lower at his new firm and lower than another attorney at Raines who would otherwise take over the distribution matters. In light of his recent change of law firms, I am asking the Court to approve Madden's employment, retroactively to April 8, 2025. Madden will charge a rate of $385 at his new firm, which is lower than the $465 charged as an attorney at Raines. I believe that Mr. Madden is well qualified to continue to handle these matters in the case. Attached hereto as Exhibit "1" is the CV of David Madden, Managing Attorney of Madden Law LLC.

8. David Madden and his firm are disinterested and not have any relationship with the receivership entities or the SEC. They have also agreed that they will comply with the SEC's Billing Instructions for Receivers in Civil Actions Commenced by the SEC.

9. Stretto has also previously been employed in this case. Stretto's employment by the former receiver as claims administrator was approved by the Court when Stretto was formerly JND Corporate Restructuring. On March 19, 2019, the Court authorized me to employ Stretto as my claims administrator to send out notices and disbursements (Dkt. No. 476). In addition, the Receiver's Plan of Distribution (Dkt. No. 570-1) approved by this Court on May 25, 2020 (Dkt. No. 613), defines "Claims Agent" as Stretto.

10. By this Motion, I ask the Court for authority to modify the employment of Stretto as claims administrator to assist with the anticipated distributions following the

Court's order granting the Distribution Motion. I also request authority to engage Stretto to obtain investor tax identification information and wire instructions through a secured process. Stretto will charge a flat rate charge of $1,000 to setup and distribute of up to 500 payment instruction forms. Stretto will process all incoming forms at their lowest hourly rate of $135/hr. Any future distribution management will be charged at the rates set forth in Exhibit "2" attached hereto. The proposed service agreement with Stretto is attached hereto as Exhibit "3."

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 18th day of April 2025 at Los Angeles, California.

/s/ Kathy Bazoian Phelps
Kathy Bazoian Phelps

EXHIBIT 1

David Madden

Summary

Seasoned jack-of-all-trades business attorney with broad corporate, litigation, and bankruptcy/restructuring experience and a lifelong passion for technology. Known as a problem-solver, clients and colleagues come to me with projects that don't fit neatly into a box. After a successful two-decade career at national and regional law firms representing corporations and high net worth individuals, I formed Madden Law LLC in 2025 to focus on providing cost-effective legal solutions to businesses and individuals in my local community. I now represents clients in the areas of bankruptcy, estate planning, small business planning, commercial litigation, and commercial collections.

Transactional and Real Estate

- Form, manage, and wind-up corporations, LLCs, partnerships, and other business entities.
- Draft and negotiate commercial agreements, including buy-sell agreements, asset purchase agreements, restrictive covenants, and leases.
- Represent buyers, sellers, lessors, and lessees of commercial and residential real estate.
- Drafted and negotiated stock subscription agreement, shareholder agreement, and related documents for sale of 49% interest in lead generation business.
- Represented medical practice in acquisition of day spa and conversion to licensed medical spa.
- Led buyout by two owners of counseling practice of third owner.
- Assisted with expedited due diligence in client's $200 million bankruptcy asset purchase of well-known safety products manufacturer.
- Participated in sale of assets of large philanthropy consulting practice to publicly-traded global consulting firm.
- Developed the application the firm uses to track annual report compliance for hundreds of business entities, and supervise annual reporting process.
- Leading firm task force to address sweeping new federal reporting requirements under the Corporate Transparency Act, including conducting a firmwide training and creating client alerts and internal resources for attorneys and staff.
- Drafted request for opinion to U.S. Department of Labor regarding employer's technical staff.
- Obtained license for operation of industrial loan company in California.
- Drafted custom agreement for division of limited liability company under IRC § 708(b)(2)(B).
- Represented commercial client before City Council of Chicago suburb to obtain major zoning variance for commercial property.
- On emergency notice, represented homeowners affected by development in Chicago residential neighborhood in negotiations before the Chicago Zoning Board of Appeals to obtain favorable changes to site plan.
- Draft annual update of tenant lease document package for mobile home park client.
- Draft and file trademark applications and extensions with the USPTO.

Litigation

- Focus on enforcement of judgments and complex commercial collections.
- Obtained highly favorable settlement of veil piercing/successor liability suit brought against medical services company client.
- Obtained sanctions and favorable settlement against publicly-traded national retailer, arising from demolition of building that retailer leased from commercial property developer client.
- Intervened in collection action against judgment debtor to block improper garnishment of business interests belonging to client.
- Negotiated resolution of judgment enforcement action brought against client, a multi-state beverage company.
- Resolved suit by county government alleging dozens of ordinance violations against mobile home park client.
- Represented multinational financial services firm in lawsuit with salesperson in dispute relating to complex trade analytics products.
- Defended fitness center against nuisance lawsuit by owner of adjacent condo unit.
- Obtained dismissal of confession of judgment case brought against individual client.

Bankruptcy and Creditors' Rights

- Counsel for debtors, creditors, trustees and committees in complex commercial and consumer bankruptcy cases and out-of-court restructurings.
- Prepared petitions, schedules, and statements of financial affairs for most commercial and personal bankruptcy cases filed by firm's Chicago office for over 10 years.
- Counsel to creditor committees, liquidating trustees and plan administrators in the prosecution of mass bankruptcy preference claims.
- Represented private lender in its UCC Article 9 foreclosure and sale of assets of Southwest Michigan manufacturing company.
- Counseled clothing manufacturer in financial distress to develop workout budget and negotiate settlements with a dozen creditors, avoiding bankruptcy.
- Represented trustee of assignment for the benefit of creditors of defunct law firm in successful mediation of fee suit against former client.
- Obtained extraordinary order dismissing Chapter 7 bankruptcy case and barring debtor from re-filing for 2-years; and in subsequent state court case, obtained turnover of securities owned by the debtor.
- Represented individual debtors in Chapter 11 bankruptcy case, staving off imminent foreclosure and saving the family business and commercial real estate.
- In less than 24 hours, obtained dismissal of involuntary bankruptcy petition that had threatened to sabotage an impending assignment for the benefit of creditors planned by client, an architectural products company.
- Counseled hundreds of consumers regarding Chapter 7 and Chapter 13 bankruptcy.

Technology

- CIPP/US information privacy certification.
- Served as top-level admin for several law firm technology systems, including RingCentral (phone and videoconference), NetDocs (online document management system), website, Google Ads, and LinkedIn.
- Created several custom, mission-critical technology solutions, including Sharepoint Intranet (including news, wiki knowledge base, directory, and integration with shared calendars), file management database, and corporate maintenance database.
- Created Microsoft Access databases used by members of bankruptcy group to manage all aspects of mass bankruptcy litigation portfolios.
- Advised firm regarding e-discovery.
- Advanced skills in Microsoft 365 applications, including Word, Excel, Access, and PowerPoint.
- Intermediate coding skills in VBA and SQL (have written thousands of lines of custom code); limited experience coding PHP, CSS, HTML, JavaScript, and Laravel.
- Built custom application to provide competitive advantage to law firm bankruptcy group by automatically crawling public xml data from over 80 websites, filtering and summarizing results, and emailing reports to user groups 3 times per day.
- Created and ran successful Google Ads campaign.
- Built application for networking group to optimize mix of members in breakout sessions.
- Extensive research and development of comprehensive technology refresh plan, including proposals for new accounting, phone and videoconference, and practice management systems.
- Researched, pitched, and implemented CRM solution.

Firm Leadership and Administration

Prior to Sugar Felsenthal Grais Helsinger's merger with Raines Feldman Littrell in April 2023:

- Department Chair of Real Estate and Transactional practice group.
- One of four members of firm's Business Continuity and Disaster Recovery Committee.
- Served as de facto CTO, starting when firm went remote during pandemic.
- Point person for firm's 2022 buildout and move into new office space, which completed on time and under budget.
- Developed content marketing strategy.
- Trained and supervised litigation and corporate paralegals.

Experience

- Owner and Managing Attorney, Madden Law LLC, April 2025 to Present.
- Counsel, Raines Feldman Littrell LLP (formerly Sugar Felsenthal Grais & Helsinger LLP), Chicago, IL, 2013 to March 2025.
- Attorney, Jordan Legal Group, Aurora, IL, 2011-2012.
- Owner, David M. Madden Law Offices, P.C., Lisle, IL, 2009-2011.

- Associate, Momkus McCluskey, LLC, Lisle, IL, 2006-2009.
- Associate, Freeborn & Peters LLP, Chicago, IL, 2003-2005.
- Dir. of Constituent Relations, Michigan State Sen. Shirley Johnson, Lansing, MI, 1998-2000.
- Corporal, Infantry, United States Marine Corps Reserve, 1995-2001.

Education

- DePaul University College of Law, J.D. and Certificate in Intellectual Property, 2003.
- Michigan State University, B.A., Political Science and Public Policy, 1998.

Professional Credentials and Affiliations

- Bar Admissions: State of Illinois; State of Michigan; United States District Courts for the Northern District of Illinois, Central District of Illinois, and Eastern District of Wisconsin.
- Certified Information Privacy Professional/United States (CIPP/US), International Association of Privacy Professionals.
- Member, American Bar Association, Illinois State Bar Association, Chicago Bar Association, and DuPage County Bar Association.
- Legislative Liaison, Cyber Law and Data Privacy Committee, Chicago Bar Association.

Publications and Presentations

- Presenter, Corporate Transparency Act: An internal guide for attorneys and staff of Raines Feldman Littrell LLP (September 13, 2024).
- Author, 9 Reasons the Corporate Transparency Act Should Be On Your Radar NOW, LinkedIn.com (July 24, 2023).
- Co-Author, You Sued and Won. Now What? How to Enforce a Judgment in Illinois and Turn It Into Cash, DailyDAC.com (Apr. 28, 2022).
- Co-Presenter, Newbie Litigator School 2021, Part 2, "Enforcement: Post-Judgment Proceedings & Collections 2021", FinancialPoise.com (Nov. 2, 2021).
- Co-Author, Advertising Section 363 Sales in the Digital Age, The Bankruptcy Strategist (June 2020).
- Author, Corporate Attorney-Client Privilege is in the Hands of the Bankruptcy Trustee, DailyDAC.com (May 28, 2020).
- Author, Acknowledged Estate Planning Documents Are Self-Authenticating Evidence, Illinois Bar Journal (Nov. 2017).
- Author, The Limits of Limited Liability for Corporate Officers, Directors, and Shareholders: Eleven Things You Need to Know, DCBA Brief (Jan. 2009).
- Author, To Sue or Not to Sue: A Hypothetical Case Study in The Use of Decision Trees in Developing Litigation Strategy, DCBA Brief (Nov. 2007).

EXHIBIT 2

STRETTO

PROPOSAL PREPARED FOR

Raines Feldman Littrell LLP

April 08, 2025

APRIL 08, 2025

Kathy B. Phelps
Raines Feldman Littrell LLP
1900 Avenue of the Stars, 19th Floor
Los Angeles, CA 90067

Dear Kathy,

Thank you for your consideration and the opportunity to provide information on our services. Stretto has has agreed to assist with this matter in accordance with the following rates:

SERVICES	RATE
Set up and distribution of W-9 and payment information to 500 Creditors	$1,000 flat fee
Inbound form processing and preparation of creditor distribution information in a secure Excel file	$135 per hour

Stretto ensures operational efficiency and business continuity 24/7/365. We work with a nationwide network of document-production partners, offering the latest overnight mail deadlines in the US. Stretto sends over 250 million legal notices annually via physical mail, electronic mail, SMS test message, and more.

We look forward to working with you and providing the highest level of professional service, allowing you to focus on the more substantive aspects of this matter. Should you have any questions or if I can provide additional information, please do not hesitate to contact me.

Best regards,

Robert Klamser
Chief Revenue Officer
720.457.3303 | robert.klamser@stretto.com

STRETTO

Comprehensive Suite of Solutions

Stretto recognizes that government-enforcement actions present unique, complex, and administrative challenges to court-appointed fiduciaries. Our experts leverage subject-matter expertise and sophisticated - yet practical - experience to effectively facilitate even the most complicated engagements.

We handle every detail so you do not stress any detail.

Legal Noticing

Stretto offers a robust infrastructure to handle millions of outbound notices per day. From customized email and first-class mail, to the latest deadline for same-day turnaround on overnight packages, and messenger service for same-day delivery. We offer affidavits/certificates of service, custom-merged data on court forms and document tracking with real-time updates. Operating our own document-production facilities, Stretto collaborates with nationwide providers, ensuring additional data security within our closed network.

Claims Processing, Analysis & Reconciliation

Stretto creates and maintains a claims database, processes and distributes proofs of claim and provides real-time updates and reports. Our experts employ robust security protocols, adhering to GDPR, PII and HIPAA, to protect clients' sensitive data and best manage all aspects of the claims-reconciliation process.

Distribution Agent & Escrow Services

Regardless of the number, type, or size of transaction, Stretto handles every aspect of the fund-distribution process. Leveraging our nationwide network of bank partners, we identify the financial institution best suited to meet your specific case needs. Our streamlined procedures and robust infrastructure allow us to effectively and securely process a high volume of monthly distributions. Adhering to GDPR, PPI and HIPAA, our experts employ robust security protocols to safeguard sensitive case data, minimize the risk of fraudulent activity, and reduce our clients' liability. Stretto's staff are regularly trained and tested on red-flag programs, in addition to other information security training. Stretto remits client funds via checks, domestic and international wires, and other commonly accepted payment methodologies.

Communications and Call Center Management

Stretto's nationwide experts handle all telephone calls, emails and online chat inquiries. Case-support teams have immediate 24/7/365 access to translators for direct, real-time communication with stakeholders in over 100 languages. The ability to communicate in all universal languages at any time of the day, assures the client's needs are met with optimal efficiency. Support professionals work closely with the case-management team to provide streamlined client service throughout the duration of your engagement. Teams are regularly briefed on case events, updated data and key milestones, while monitoring court filings for relevant filings.

Distribution Agent & Escrow Services

Stretto's Client Services Team applies decades of hands-on experience to manage the distribution process from start-to-finish. Our experts deploy best-in-class operating controls to safeguard client funds, mitigate controllable errors, and prevent fraud. Stretto serves plan administrators, escrow agents, and other fiduciaries requiring a transparent, predictable, secured, and cost-efficient distribution solution.

What We Do

Regardless of the number, type, or size of transaction, Stretto handles every aspect of the fund-distribution process. Leveraging our nationwide network of bank partners, we identify the financial institution best suited to meet your specific case needs. Our streamlined procedures and robust infrastructure allow us to effectively and securely process a high volume of monthly distributions. Adhering to GDPR, PPI and HIPAA, our experts employ robust security protocols to safeguard sensitive case data, minimize the risk of fraudulent activity, and reduce our clients' liability. Stretto's staff are regularly trained and tested on red-flag programs, in addition to other information security training. Stretto remits client funds via checks, domestic and international wires, and other commonly accepted payment methodologies.

How We Provide Value

Stretto understands any time that turnaround professionals spend on administrative tasks negatively impacts time spent on more substantive case aspects. Utilizing Stretto CORE, our case-administration software, paired with established processes and proven segregation of duties controls, we have facilitated some of the industry's largest and most complex distribution cases. Our experts not only provide peace-of-mind on multi-disciplinary matters, but also deliver important time and cost savings.

OUR EXPERTS

We've Got This

Stretto has over 250 years of combined industry experience supporting every aspect of the corporate-restructuring process. From turnaround experts to restructuring-industry technologists, our team is at the top of the game. After years of working together at KCC, the professionals who changed the claims and noticing industry reunite at Stretto. Our team has successfully led claims-agent engagements from middle-market turnarounds to industry changing mega cases as well as every case size in between.

Jonathan Carson

Chief Executive Officer

Jonathan serves as co-Chief Executive Officer of Stretto, leading the charge in outlining go-to market strategies and tactics geared toward company growth.

LEARN MORE

James M. Le

President and Chief Operating Officer

With 20 years of experience in the corporate-restructuring industry, James serves as co-President and Chief Operating Officer directing the day-to-day management of the firm's overall business functions, as well as providing oversight to the Client Services, Technology Development and Banking Services Teams.

LEARN MORE

Robert Klamser

Chief Revenue Officer

As Chief Revenue Officer, Robert leverages a long history of extensive bankruptcy experience, business acumen, and an enduring entrepreneurial spirit to effectively lead Stretto's revenue-generation strategy.

LEARN MORE

OUR EXPERTS

We've Got This

Fred Brown

Senior Managing Director

Fred leverages over 20 years of operational and business acumen in his role as Senior Managing Director. Overseeing Stretto Deposit, Disbursement, and Escrow Services, Fred is responsible for identifying opportunities for market growth, expanding the operational platform supporting this business line, and maintaining the company's nationwide network of bank partners.

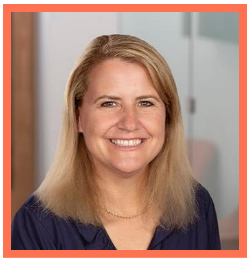
LEARN MORE

Dan McElhinney

Senior Managing Director

Leveraging over 20 years of legal claims-administration experience, Dan is responsible for deploying effective claims-administration solutions, business insights, and operational excellence to our clients.

LEARN MORE



Aileen Daversa

Managing Director

Aileen brings nearly two decades of corporate-restructuring expertise to her role as Managing Director. As a former financial advisor, she effectively guides distressed companies through the restructuring and turnaround process.

LEARN MORE

OUR PRICING

Prevailing Rate Structure

CONSULTING RATES	
POSITION	**HOURLY RATE**
Associate	$135
Senior Associate	$325
Director	$345
Managing Director	$395
Senior Managing Director	$595

PRINTING & DISBURSEMENT SERVICES	
SERVICES	**PRICING**
Printing	$0.10 (per image)[1]
Customization/Envelope Printing	$0.05 (each)
Document Folding and Inserting	Waived
Postage/Overnight Delivery	Preferred Rates
Email Noticing	Waived
Fax Noticing	$0.10 (per page)
Envelopes	Varies by Size
Coordinate and Publish Legal Notices	Available on Request

[1] Print Surcharge of $0.05 may apply to mailings requested outside carrier hours (8am – 6pm ET, Monday – Friday).

ELECTRONIC SERVICES	
SERVICES	**PRICING**
Case Website Set-Up	Waived
Custom Software, Workflow and Review Resources	Quoted at Time of Request
Robotic Process Automation	Varies by Use
eDiscovery	Quoted at Time of Request

CALL CENTER SUPPORT SERVICES	
SERVICES	**PRICING**
Case-Specific Voice-Mail Box for Creditors	Waived
Interactive Voice Response (Per Minute)	Waived
Monthly Maintenance Charge	Waived
Management of Call Center (Per Hour)	Standard Hourly Rates

DISBURSEMENT SERVICES	
SERVICES	**PRICING**
Check Issuance	$1.25 (per check)
W-9 Mailing and Maintenance of TIN Database	Standard Hourly Rates
Public Securities	Quoted at Time of Request

ABOUT STRETTO

Who We Are

Stretto leverages subject-matter insight and foresight to ensure fiduciaries are prepared for anything that comes their way. We combine deep-industry expertise, tailored processes, and best-in-class technology to help fiduciaries manage the complexities of case administration and cash management.

Drawing on their varied capabilities as former bankruptcy Attorneys, Trustee Administrators, paralegals, financial services analysts, and computer science experts, Stretto's team partners with clients to ensure busy professionals remain one step ahead of the ever-changing fiduciary landscape.

ABOUT STRETTO

What We Do

CORPORATE RESTRUCTURING

Understanding the importance of effective collaboration, Stretto's experts work closely with a national network of turnaround professionals to ensure the highest level of client service and seamless case management. Whether your needs involve claims administration, deposit management, or legal noticing, Stretto provides the right solution throughout the entire duration of Chapter 11 cases, from pre-filing support to post-confirmation services.

BANKRUPTCY SOLUTIONS

For more than 30 years, Stretto has been at the forefront of the Chapter 7 landscape. We provide bankruptcy Attorneys and Trustees with collaborative tools that increase productivity and maximize efficiency. By connecting more parts of the bankruptcy life cycle than any other service provider, Stretto offers the market the only end-to-end, bankruptcy-technology solution.

BEST CASE BY STRETTO

Best Case by Stretto, used to prepare more than 80% of the bankruptcy cases filed nationwide, represents the industry-leading case-preparation and filing software for Attorneys. Providing a myriad of useful and time-saving features, this best-in-class technology simplifies workflows and eases operational burdens.

TRUSTEE SUITE BY STRETTO

Trustee Suite by Stretto is a unique blend of case-administration software and professional-level client service to provide Chapter 7 Trustees a complete bankruptcy solution. More than half of U.S. Panel Trustees rely on Trustee Suite for their case-management needs.

RECEIVERSHIPS

Receivers often face numerous challenges that may hinder their ability to effectively investigate cases. Stretto leverages a multi-faceted approach to assist federal and state-appointed receivers in recovering assets, identifying creditors, and navigating the claims-reconciliation process. Each client is also assigned a dedicated Regional Director with in-depth knowledge of the rules and requirements for government-appointed receiverships.

DEPOSIT SERVICES

Drawing on a strategically-selected, national network of well-capitalized financial institutions, Stretto provides clients with customized deposit-management solutions. Through long-established relationships with UST-approved banks, we offer depository services for debtors needing to comply with section 345(b) of the Bankruptcy Code and Operating Guidelines. In turn, Stretto connects clients with the right banking partner and deploys a tailored technology solution that's right for the deal.

STRETTO

TECHNOLGY
PROCESSES
EXPERTISE

THANK YOU

We Look Forward To Working With You

Robert Klamser
Chief Revenue Officer

720.457.3303

robert.klamser@stretto.com

EXHIBIT 3

Services Agreement

This Services Agreement (this "**Agreement**") is entered into as of April , 2025 between Stretto, Inc. ("**Stretto**") and Kathy Bazoian Phelps, Receiver of Estate of Saddle River (together with its affiliates and subsidiaries, the "**Company**").[1]

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services

(a) Stretto agrees to provide the Company with consulting services in connection with the action entitled SEC v. John Bivona, et al, Case No. 3:16-cv-01386-EMC, pending in the Northern District of California (the "**Action**") including, but not limited to, legal noticing, maintenance of claims registers, creditor mailing matrices, an electronic platform for filing claims and supporting documents, claim noticing, claim responses, disbursements, crisis communications, claims analysis and reconciliation, contract review and analysis, case research, depository management, treasury services, confidential online workspaces or data rooms (publication to which shall not violate the confidentiality provisions of this Agreement), and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations, or court rules or orders (all such services collectively, the "**Services**").

(b) The Company acknowledges and agrees that Stretto will often take direction from the Company's representatives, employees, agents, and/or professionals (collectively, the "**Company Parties**") with respect to providing Services hereunder. The parties agree that Stretto may rely upon, and the Company agrees to be bound by, any requests, advice, or information provided by the Company Parties to the same extent as if such requests, advice, or information were provided by the Company.

(c) The Company agrees and understands that Stretto shall not provide the Company or any other party with legal advice.

2. Rates, Expenses and Payment

(a) Stretto will provide the Services on an as-needed basis and upon request or agreement of the Company in accordance with the attached rate structure. The Company agrees to pay for reasonable out of pocket expenses incurred by Stretto in connection with providing Services hereunder.

(b) Stretto will bill the Company no less frequently than monthly. All invoices shall be due and payable upon receipt. Where an expense or group of expenses to be incurred is expected to exceed $10,000 (e.g., publication notice), Stretto may require advance or direct payment from the Company before the performance of Services hereunder. If any amount is unpaid as of 30 days after delivery of an invoice, the Company agrees to pay a late charge equal to 1.5% of the total amount unpaid every 30 days.

(c) In the case of a dispute with respect to an invoice amount, the Company shall provide a detailed written notice of such dispute to Stretto within 10 days of receipt of the invoice.

[1] The Company shall include, to the extent applicable, any affiliates whose actions are administered together with the Company's action. Each affiliated entity shall be jointly and severally liable for the Company's fees and expenses.

(d) The undisputed portion of the invoice will remain due and payable immediately upon receipt thereof. Late charges shall not accrue on any amounts disputed in good faith.
(e) The Company shall pay any fees and expenses for Services relating to, arising out of, or resulting from any error or omission made by the Company or the Company Parties.
(f) The Company shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Stretto or paid by Stretto to a taxing authority.
(g) Upon execution of this Agreement, the Company shall pay Stretto an advance of $______________________. Stretto may use such advance against unpaid fees and expenses hereunder. The Company shall, upon Stretto's request, which request may take the form of an invoice, replenish the advance to the original advance amount. Stretto may also, at its option hold such advance to apply against unpaid fees and expenses hereunder.
(h) Stretto reserves the right to make reasonable increases to its rate structure on a periodic basis. If any such increase represents an increase greater than 10% from the previously effective level, Stretto shall provide 30 days' notice to the Company of such increase.
(i) Payments to Stretto under the terms of this Agreement for services rendered, may be remitted by Company using either (or both) of the following methods:

Wire Transmission
Bank Name – Banc of California
Bank Address – 110 West A Street, Suite 100, San Diego, CA 92101
ABA – 122238200
Account Number – 1000681781
Account Name – Stretto, Inc.

Check
Stretto, Inc.
Attn: Accounts Receivable
410 Exchange, Suite 100
Irvine, CA 92602

3. Confidentiality

(a) The Company and Stretto agree to keep confidential all non-public records, systems, procedures, software, and other information received from the other party in connection with the Services provided hereunder; provided, however, that if any such information was publicly available, already in the receiving party's possession or known to it, independently developed by the receiving party, lawfully obtained by the receiving party from a third party, or required to be disclosed by law, then the receiving party shall bear no responsibility for publicly disclosing such information.
(b) If either party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, (i) such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time, if possible, to seek any remedy available under applicable law to prevent disclosure of the information; and (ii) such party will limit such disclosure to the extent such party's counsel in good faith determines such disclosure can be limited.

4. Property Rights

Stretto reserves to itself and its agents all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation, and any other information or property (collectively, "**Property**") furnished by Stretto for itself or for use by the Company hereunder. The foregoing definition of Property shall include any and all data, from any source, downloaded, stored, and maintained by Stretto's technology infrastructure. Fees and expenses paid by the Company do not vest in the Company any rights in such Property. Such Property is only being made available for the Company's use during and in connection with the Services provided by Stretto hereunder.

5. Bank Accounts

At the request of the Company or the Company Parties, Stretto shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company to facilitate cash management and distributions. To the extent that certain financial products are provided to the Company pursuant to Stretto's agreement with financial institutions, Stretto may receive compensation from such institutions for the services Stretto provides pursuant to such agreement.

6. Term and Termination

(a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to other party; or (ii) immediately upon written notice for Cause (as defined herein). "**Cause**" means (i) gross negligence or willful misconduct of Stretto that causes material harm to the Company, (ii) the failure of the Company to pay Stretto invoices for more than 60 days from the date of invoice, or (iii) the accrual of invoices or unpaid Services in excess of the advance held by Stretto where Stretto reasonably believes it likely will not be paid.

(b) If this Agreement is terminated after Stretto is retained pursuant to a court order, the Company promptly shall seek entry of a court order discharging Stretto of its duties under such retention, which order shall be in form and substance reasonably acceptable to Stretto.

(c) If this Agreement is terminated, the Company shall remain liable for all amounts then accrued and/or due and owing to Stretto hereunder.

(d) If this Agreement is terminated, Stretto shall coordinate with the Company to maintain an orderly transfer of record keeping functions, and Stretto shall provide the necessary staff, services, and assistance required for such an orderly transfer. The Company agrees to pay for such Services pursuant to Stretto's rate structure.

7. No Representations or Warranties

Stretto makes no representations or warranties, express or implied, regarding the services and products sold or licensed to the Company hereunder or otherwise with respect to this Agreement, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness, or capacity. Notwithstanding the foregoing, if the above disclaimer is not enforceable under applicable law, such disclaimer will be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

8. Limitations of Liability

Except as expressly provided herein, Stretto's liability to the Company for any Losses, unless due to Stretto's gross negligence or willful misconduct, shall be limited to the total amount paid by the Company to Stretto for the portion of the particular work that gave rise to the alleged Loss. In no event shall Stretto be liable for any indirect, special, or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the Services provided hereunder.

9. Company Data

(a) The Company is responsible for, and Stretto does not verify, the accuracy of the programs, data and other information it or any Company Party submits for processing to Stretto and for the output of such information, including, without limitation, with respect to preparation of notices, schedules, and claim responses (collectively, "**Notice Information**"). Stretto bears no responsibility for the accuracy and content of the Notice Information, and the Company is deemed hereunder to have approved and reviewed all Notice Information filed or served on its behalf.

(b) The Company agrees, represents, and warrants to Stretto that before delivery of any information to Stretto: (i) the Company has full authority to deliver such information to Stretto; (ii) it has complied with all applicable data protection laws in the collection and retention of personal data (including providing any required notices and/or disclosures to data subjects, consumers, or other necessary parties); and (iii) Stretto is authorized to use such information to perform Services hereunder and as otherwise set forth in this Agreement.

(c) The Company also agrees and represents that, before delivery of any information to Stretto that is personal data subject to the GDPR or other data protection laws, Company shall notify Stretto of the impending delivery and request any modification to this Agreement that Company believes may be required by the applicable data protection laws with respect to that personal data. For the avoidance of doubt, Stretto shall not be required to comply with data protection laws and regulations unless and until they take effect during the term of the Agreement and are applicable to the information Company delivers to Stretto. Personal data shall have the meaning assigned to the terms "personal data" and/or "personal information" under the applicable data protection laws.

(d) If Company notifies Stretto of the applicability of the GDPR to personal data delivered pursuant to this Agreement, the parties agree that the Agreement shall be subject to the terms set forth in the GDPR Addendum attached hereto as **<u>Exhibit A</u>** and incorporated herein in its entirety by reference.

(e) Attached hereto as **<u>Exhibit B</u>** and incorporated herein in its entirety by reference are notification procedures in the event of a Data Security Incident (as defined therein).

(f) Any data, storage media, programs or other materials furnished to Stretto by the Company may be retained by Stretto until the Services provided hereunder are paid in full. The Company shall remain liable for all fees and expenses incurred by Stretto under this Agreement as a result of data, storage media or other materials maintained, stored, or disposed of by Stretto. Any such disposal shall be in a manner requested by or acceptable to the Company; provided that if the Company has not utilized Stretto's Services for a period of 90 days or more, Stretto may dispose of any such materials in a manner to be determined in Stretto's sole reasonable discretion, and be reimbursed by the Company for the expense of such disposition, after giving the Company 30 days' notice. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data, or information provided by the Company to Stretto.

(g) Notwithstanding the foregoing, if Stretto is retained pursuant to order, disposal of any Company data, storage media, or other materials shall comply with any applicable court orders and rules or clerk's office instructions.

10. California Consumer Privacy Act.

(a) Definitions. In this Section 11,

(i) "**CCPA**" means the California Consumer Privacy Act of 2018, including amendments and final regulations;

(ii) "**Personal Information**" has the same meaning given to such term under section 1798.140 of the CCPA and is limited to Personal Information contained in any Company data provided to Stretto by the Company in order for Stretto to provide Services under this Agreement; and

(iii) "**Commercial Purposes**," "**Sell**,", "**Share**", "**Business**," and "**Service Provider**" have the same meanings assigned to them in section 1798.140 of the CCPA.

(b) Relationship Between the Parties. To the extent the Company is considered a Business under the CCPA, and subject to the terms of this Section 11, Stretto will act solely as Company's Service Provider with respect to Personal Information.

(c) Restrictions. Stretto will not: (i) Sell or Share Personal Information, (ii) retain, use, or disclose Personal Information for any purpose other than for the specific purpose of performing the Services specified in this Agreement, including retaining, using, or disclosing Personal Information for any Commercial Purpose other than providing the Services specified in this Agreement unless otherwise permitted under the CCPA; (iii) retain, use, or disclose the Personal Information outside the direct business relationship between Stretto and the Company; or (iv) combine the Personal Information that Stretto receives from, or on behalf of, the Company with Personal Information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with a consumer, except as permitted by CCPA.

11. Non-Solicitation

The Company agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ, or otherwise retain as employees, consultants, or otherwise, any employees of Stretto during the term of this Agreement and for a period of 12 months after termination thereof unless Stretto provides prior written consent to such solicitation or retention.

12. Force Majeure

Whenever performance by Stretto of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Stretto's reasonable control, then such performance shall be excused.

13. Choice of Law

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

14. Dispute Resolution

Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by the District Court presiding over the Action.

15. Integration: Severability; Modifications: Assignment

(a) Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements, and communications between the parties relating to the subject matter hereof.

(b) If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(c) This Agreement may be modified only by a writing duly executed by an authorized representative of the Company and an officer of Stretto.

(d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that Stretto may assign this Agreement to a wholly-owned subsidiary or affiliate without the Company's consent.

16. Electronic Signatures; Effectiveness of Counterparts

This Agreement may be executed with electronic signatures using DocuSign or a similar service that provides a complete, automated history of the sending and signing, including key event timestamps. If the Parties execute this Agreement electronically, they agree that their electronic signatures are the legally binding equivalent to their handwritten signatures. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

17. Notices

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Stretto:

Stretto
410 Exchange, Ste. 100
Irvine, CA 92602
Attn: Sheryl Betance
Tel: 714.716.1872
Email: sheryl.betance@stretto.com

If to the Company: Kathy Bazoian Phelps, Receiver of Estate of Saddle River
1900 Avenue of the Stars, 19th Fl.
Los Angeles, CA 90067
Tel: 310.424.4080
Email: kphelps@raineslaw.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

STRETTO, INC.

____

By: Robert Klamser

Title: Chief Revenue Officer

RECEIVER OF ESTATE OF SADDLE RIVER

____

By: Kathy Bazoian Phelps

Title: Receiver

Exhibit A

GDPR Addendum

This GDPR Addendum is a part of the Services Agreement (the "**Agreement**") by and between Stretto (the "**Processor**") and the Company (together, the "**Parties**") only if Company notifies Processor in advance of processing relevant data that such data is subject to the GDPR pursuant to Paragraphs 10(c) and 10(d) of the Agreement[2].

RECITALS

WHEREAS,

(A) The Processor and the Company have agreed to the following terms regarding the Processing of Company Personal Data.

(B) The Company acts as a Controller of the Company Personal Data.

(C) The Company wishes to subcontract certain Services, pursuant to the Agreement, which imply and require the processing of personal data, to the Processor.

(D) The Company instructs the Processor to process Company Personal Data.

(E) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or "**GDPR**").

NOW THEREFORE, the Company and the Processor agree as follows:

1. **Definitions.** The parties agree that the following terms, when used in this GDPR Addendum, shall have the following meanings.

(a) "**Addendum**" shall mean this GDPR Addendum;

(b) "**Company Personal Data**" means any Personal Data Processed by the Processor or a Subprocessor on behalf of the Company pursuant to or in connection with the Agreement, and may include, for example, Personal Data of Company's employees, clients, customers, creditors, equity interest holders, or counter-parties;

(c) "**Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

[2] Capitalized terms utilized but not defined in the GDPR Addendum have the meanings ascribed to them in the Agreement.

(d) "**Services**" means the services the Processor provides to the Company pursuant to the Agreement;

(e) "**Subprocessor**" means any person appointed by or on behalf the Processor to process Personal Data on behalf of the Company in connection with the Agreement;

(f) "**Technical and organizational security measures**" means those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;

(g) The terms "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processor**", "**Processing**", "**Special Categories of Personal Data**", and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their derivative terms shall be construed accordingly.

2. **Obligations of the Company.** The Company agrees and warrants:

(a) that the Processing, including the transfer itself, of the Company Personal Data has been and will continue to be carried out in accordance with the relevant provisions of the applicable Data Protection Laws (and, where applicable, has been notified to the relevant authorities of the Member State);

(b) that it has instructed and throughout the duration of the Services will instruct the Processor to process the Company Personal Data transferred only on the Company's behalf and in accordance with the applicable Data Protection Laws, the Agreement, and this Addendum;

(c) that the Processor will implement appropriate technical and organizational security measures with respect to the Personal Data;

(d) that after assessment of the requirements of the applicable Data Protection Laws, the technical and organizational security measures implemented by Processor are appropriate to protect the Company Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the technical and organizational security measures; and

(f) that the Company Personal Data transferred to Processor does not include or involve any special categories of data, as defined by Article 9 of the GDPR.

3. **Obligations of the Processor.** The Processor agrees:

(a) to comply with the Data Protection Laws;

(b) to process the Company Personal Data only on behalf of the Company and in compliance with the Company's instructions and this Addendum unless required to do so by Data Protection Laws to which Processor is subject; in such a case, the Processor shall inform the Company of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest; if Processor cannot comply with the Company's instructions, it agrees to inform promptly the Company of its inability to comply with such instructions, in which case the Parties shall work together in good faith to resolve Processor's inability to process Personal Data pursuant to the Company's instructions for no less than thirty (30) days, and failing resolution, Company is entitled to suspend the processing of Personal Data and/or terminate the Agreement;

(c) that it has implemented reasonable and appropriate technical and organizational security measures before processing the Company Personal Data;

(d) that it will promptly notify the Company about:

(i) any legally binding request for disclosure of the Company Personal Data required by law, subpoena, warrant, court order, government agency, or law enforcement unless otherwise prohibited by law, subpoena, warrant, court order, government agency, or law enforcement;

(ii) any Personal Data Breach ; and

(iii) any request received directly from any Data Subject and shall not otherwise respond to such request, unless required by Data Protection Laws;

(e) to respond promptly to reasonable inquiries from the Company relating to Processor's processing of the Company Personal Data and to abide by the advice of the supervisory authority with regard to the Processing of the Company Personal Data;

(f) to treat all confidential information and/or Company Personal Data received by Company in accordance with the confidentiality provisions in the Agreement. Any Subprocessor authorized by Processor or the Company shall contractually agree to maintain the confidentiality of such information or be under an appropriate statutory obligation of confidentiality; and

(g) that it shall have the Company's authorization to use Sub-processors from an agreed list and shall specifically inform the Company in writing of any intended changes to that list through the addition or replacement of Sub-processors at least thirty (30) days in advance, thereby giving Company sufficient time to be able to object to such changes prior to the engagement of the Sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

4. **Obligations after Termination of Personal Data Processing Services.**

(a) The Parties agree that within 10 business days of the termination of the Agreement or provision of Services, the Processor and any Subprocessor shall, at the choice of the Company, return all Company Personal Data and the copies thereof to the Company or shall destroy all the Company Personal Data and notify the Company that it has done so, unless prohibited by applicable law, subpoena, warrant, court order, government agency, or law enforcement. In that case, the Processor will abide by the confidentiality provisions in the Agreement and will not further process the Company Personal Data.

(b) The Processor and any Subprocessor warrant that upon request of the Company and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the technical and organizational security measures.

5. **Notices.**

(a) All notices and communications given under this Addendum must be delivered as provided for by the Agreement.

Remainder of page is intentionally blank.

Exhibit B

Data Security Incident Notification Procedures

1. The following definitions shall apply to these data security incident notification procedures:

   (a) "**Covered Data**" means, in any form, format, or media, nonpublic information (i.e., information that is not posted on a public website maintained by Stretto in accordance with the Bankruptcy Code, the Bankruptcy Rules, or applicable bankruptcy case procedures or local rules, or filed on a non-confidential basis with the court-sponsored PACER or other docket filing system) provided or transferred to Stretto by Company or by an individual creditor, shareholder, or other third party for the purposes of Stretto's performance under this Agreement.

   (b) "**Data Security Incident**" means the unauthorized or accidental access to, or use, disclosure, alteration, loss, or destruction of, Covered Data.

   (c) "**Determine**" means Stretto has actual knowledge or reasonable certainty that a Data Security Incident has occurred.

   (d) "**Discover**" means Stretto reasonably believes that a Data Security Incident has occurred.

2. When Stretto Discovers a potential Data Security Incident, Stretto shall begin an investigation into the nature and scope of the potential Data Security Incident at the direction of Stretto's Chief Information Security Officer and/or incident response team.

3. As soon as practicable, but not later than seventy-two (72) hours after Stretto Determines that a Data Security Incident has occurred, Stretto will provide confidential written notification of the Data Security Incident to the Company and the attorney of record for the Company (collectively, the "**Company Notice Parties**"). Stretto may, in its discretion, provide confidential written or oral notification of the Data Security Incident to (a) the Bankruptcy Court, (b) the Clerk of the Bankruptcy Court, (c) the appropriate representative of the Office of the United States Trustee, and (d) all official committees of the Court (collectively, the "**Court Notice Parties**", and with the Company Notice Parties, the "**Notice Parties**") and, if Stretto provides such additional notice, Stretto shall contemporaneously (or sooner) notify the Company and its attorney of record that Stretto has provided such additional notice.

4. The notification described in Section 3 (the "**Preliminary Notification**") shall include the following information, to the extent known by Stretto at the time of the Preliminary Notification:

   (a) a brief description of the nature of the Data Security Incident, including how it occurred, when it occurred, and the date that Stretto Discovered the Data Security Incident;

   (b) a description of the Covered Data potentially impacted;

   (c) where appropriate, a description of what steps Stretto has taken or is taking to investigate and mitigate the effects of the Data Security Incident; and

(d) where appropriate, any corrective measures Stretto has taken or will take to reduce the likelihood of similar incident.

5. If requested, Company shall reasonably assist Stretto with Stretto's investigation of, and response to, a potential or actual Data Security Incident. After providing the Preliminary Notification, Stretto and the Notice Parties who have received notification will confer to determine, if necessary, an appropriate method to notify (a "**Supplemental Notification**") (a) creditors or claimants whose Covered Data may have been impacted by the Data Security Incident, and (b) any state, federal, or international governmental authorities or regulators, in accordance with applicable law.

6. If a law enforcement official informs Stretto that providing notification to third parties regarding the Data Security Incident would impede a criminal investigation or cause damage to national security, Stretto may delay any Preliminary Notification or Supplemental Notification for the time period specified by the law enforcement official.

7. Unless otherwise required by law, regulation, or court order, in providing any Preliminary Notification or Supplemental Notification, Stretto shall not be required to disclose (a) confidential or privileged information, (b) information that a law enforcement official has directed to remain confidential, (c) information regarding any other Stretto clients, or (d) the identities of any Stretto employees.

8. Notwithstanding any provisions to the contrary in this Agreement, in Stretto's discretion, Stretto may make public statements regarding a Data Security Incident, whether by posting on its website, in a statement to the media, or in a public filing. Stretto will endeavor to provide Company notice of the content of any such statement prior to publicly releasing such statement.

Remainder of page is intentionally blank.