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 11 UNITED STATES DISTRICT COURT
 12 NORTHERN DISTRICT OF CALIFORNIA
 13 SAN FRANCISCO DIVISION

14 SECURITIES AND EXCHANGE COMMISSION,

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

15 Plaintiff,

**STIPULATION AND PROPOSED ORDER
 FOR PRESERVATION OF HARD DRIVE
 OF COMPUTER IN POSSESSION OF
 DEFENDANT JOHN V. BIVONA**

16 v.

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

20 Defendants, and

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

24 Relief Defendants.
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1 **STIPULATION FOR PRESERVATION OF HARD DRIVE OF COMPUTER**

2 Consistent with the Court’s order to preserve evidence, entered March 25, 2016 (Docket No.
3 36 at page 5), counsel for plaintiff Securities and Exchange Commission (“Commission”), for
4 defendants John V. Bivona and Saddle River Advisors, LLC (“Saddle River”) and for relief
5 defendant Anne Bivona, and for the receivership entities defendant SRA Management, LLC and
6 relief defendants SRA I LLC, SRA II LLC, SRA III LLC, Clear Sailing Group IV LLC and Clear
7 Sailing Group V LLC, as well as third party affiliated entities Felix Multi-Opportunity Fund I LLC,
8 Felix Multi-Opportunity Fund II LLC, Felix Management Associates LLC, NYPA Fund I LLC,
9 NYPA Fund II LLC and NYPA Management Associates LLC, hereby stipulate to the Court’s entry
10 of an Order authorizing the Commission’s Office of Technical Services (“OTS”) to perform, at the
11 Commission’s expense, a forensic imaging and copying of the hard drive of the Dell desk top
12 computer (serial number 26600661505) in the possession of defendant John V. Bivona at the current
13 600 East Crescent Avenue, Saddle River, New Jersey 07458 offices of defendant Saddle River
14 (hereafter, the “Computer Drive”) on the following terms and conditions:

- 15 1. The OTS shall conduct forensic imaging on the Computer Drive under the following
16 protocol:
- 17 a. The OTS shall generate a verifiable forensic image of the Computer Drive to
18 preserve any and all potential data on the Computer Drive;
 - 19 b. The OTS may take temporary possession of the Computer Drive at the current
20 Saddle River offices for such time as is necessary to perform forensic imaging, searching, and any
21 testing;
 - 22 c. Prior to conducting the forensic imaging of the Computer Drive, the OTS shall
23 arrange, with representatives of John Bivona and the Receiver, a time and date for the imaging so that
24 those representatives may, if they desire, be present during the forensic imaging of the Computer
25 Drive;
 - 26 d. After the OTS completes its imaging of the Computer Drive, it shall return the
27 source Computer Drive to John Bivona, who may continue to retain and use the desk top computer
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1 consistent with the Court's evidence preservation order;

2 e. Upon completion of its imaging of the Computer Drive, the OTS shall make no
3 more than three additional identical copies of the Computer Drive. The original image of the
4 Computer Drive and all three identical copies of the Computer Drive (the "Computer Drive Images")
5 will be delivered in a secure manner to Iron Mountain Columbia, 8928 McGaw Court, Columbia,
6 Maryland 21045, telephone: 800-899-4766, for storage, at the expense of the Commission, pending
7 further unanimous written agreement of the parties or order of the Court;

8 f. Because Mr. Bivona and Saddle River assert that the Computer Drive contains
9 confidential information, at no time in performing the foregoing shall OTS or anyone else review or
10 access the information on the Computer Drive or Computer Drive Images. Neither OTS, the
11 Receiver, nor any party (except Mr. Bivona and Iron Mountain) shall retain a copy of the Computer
12 Drive, in whole or part, following the creation of the Computer Drive Images as set forth above;

13 g. Following completion of the foregoing tasks, the OTS shall prepare and deliver
14 to the parties to this Stipulation a sworn declaration describing the steps that it has undertaken to
15 image the Computer Drive, prepare identical copies of the image of the Computer Drive and to
16 deliver the Computer Drive Images to Iron Mountain.

17 2. Because Mr. Bivona and Saddle River assert that the Computer Drive contains
18 confidential information, the Computer Drive Images, and the data contained therein, shall not be
19 accessed by any party or anyone else while held at Iron Mountain, or at any other time, except by
20 unanimous written agreement of the parties to this Stipulation or by order of the Court;

21 3. Mr. Bivona and Saddle River Advisors have asserted that the Computer Drive contains
22 privileged, confidential, and irrelevant materials, and the imaging of the Computer Drive and the
23 safekeeping of the Computer Drive Images at Iron Mountain (or any other custodian) shall therefore
24 not be deemed to be a waiver by Mr. Bivona or Saddle River of any applicable privileges, doctrines,
25 or other objections to the production of any materials that Mr. Bivona or Saddle River might assert
26 with respect to the Computer Drive and Computer Drive Images;

1 4. By entering into this Stipulation, the Commission and the Receiver do not waive any
2 claims that they might have regarding the ownership of the Computer Drive and Computer Drive
3 Images, regarding the absence of any privilege or confidentiality with respect to some or all of the
4 contents of the Computer Drive and Computer Drive Images and regarding the right to seek court
5 authorization to access the contents of the Computer Drive and Computer Drive Images.

6 5. Unless otherwise ordered by the Court or unanimously agreed to in writing by the
7 parties to this stipulation, the Computer Drive Images shall be destroyed upon the conclusion of this
8 litigation and the receivership.

9 Dated: December 15, 2016

10 SECURITIES AND EXCHANGE COMMISSION

11
12 John S. Yun

13 John S. Yun

14 Attorneys for Plaintiff

SECURITIES AND EXCHANGE COMMISSION

15 SHARTSIS FRIESE LLP

16
17 Jahan P. Raissi (by email authorization)

18 Jahan P. Raissi

19 Attorneys for Defendants JOHN V. BIVONA and SADDLE
20 RIVER ADVISORS, LLC and Relief Defendant ANNE
21 BIVONA

22 John W. Cotton (by email authorization)

23 John W. Cotton

24 GARTENBERG, GELFAND & HAYTON LLP

25 Attorney for the Receiver

26 SHERWOOD PARTNERS, INC. for Receivership Entities

27 SRA MANAGEMENT, LLC, SRA I LLC,

28 SRA II LLC, SRA III LLC, CLEAR SAILING GROUP IV

LLC, CLEAR SAILING GROUP V LLC, FELIX

MANAGEMENT ASSOCIATES LLC, FELIX MULTI-

OPPORTUNITY FUND I LLC, FELIX MULTI-

OPPORTUNITY FUND II LLC, NYPA MANAGEMENT

ASSOCIATES LLC, NYPA FUND I LLC, and NYPA FUND

II LLC

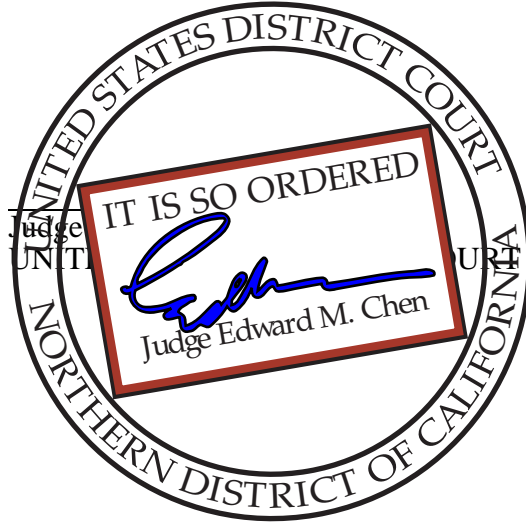
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ORDER

The parties having stipulated to this Order,

SO ORDERED.

DATED: December 19, 2016



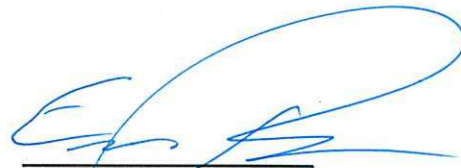
CERTIFICATE OF SERVICE

I, Eric Pease, hereby certify on December 15, 2016, I served a copy of the attached:

**STIPULATION AND PROPOSED ORDER FOR PRESERVATION OF HARD DRIVE OF
COMPUTER IN POSSESSION OF DEFENDANT JOHN V. BIVONA**

via Email and UPS mail service scheduled for overnight delivery to:

John V. Bivona
Representative for relief defendant Felix Investments
Email: johnv@bivonalaw.com
600 East Crescent Ave
Suite 205
Upper Saddle River NJ 07458



Eric Pease