

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

SECURITIES AND EXCHANGE)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
LYDIA CAPITAL, LLC;)
GLENN MANTERFIELD; and)
EVAN ANDERSEN,)
)
Defendants.)

Case No. 07-cv-10712-RGS

**ORDER APPROVING RECEIVER'S NOTICE OF TERMINATION AND
GRANTING DISCHARGE OF RECEIVER**

NOW on this 15th day of October, 2014, the Receiver's Notice of Termination and Request for Discharge Order ("Notice of Termination") comes on for consideration. The Notice of Termination was filed pursuant to the Court's June 1, 2007 Order for Appointment of Receiver [Doc. No. 28] ("Order of Appointment"). Upon due consideration, the Court orders, adjudges and decrees as follows:

1. The Notice of Termination, and the Receiver's final report included therein, is proper and meets the requirements of the Order for Appointment.
2. All claims or potential claims against Lydia Capital, LLC, Lydia Capital Investment Fund LP or the Receiver not previously addressed by this Order or prior Orders of this Court are disallowed entirely and forever barred.
3. A final distribution to investors in the total amount of \$370,000.00 (the "Final Distribution") as proposed by the Receiver in the Notice of Termination is approved and authorized. The Receiver shall immediately make payment of the Final Distribution in accordance with the pro-rata percentages and amounts for each individual

investor specified in Exhibit 1 to the Notice of Termination. Any funds from the Final Distribution not claimed shall be administered as provided in paragraph 9 below, except to the extent necessary for the payment of the fees and expenses for additional administration of the Receivership Estate as provided in paragraph 8 below.

4. All of the Receiver's acts and transactions, including those of his agents, employees, members, officers, independent contractors, attorneys and representatives, as Receiver in this matter during the duration of this Receivership, are ratified, confirmed, and approved as being necessary, proper and in the best interest of the Receivership Estate.

5. The Receivership is hereby terminated and the Receiver, his agents, employees, members, officers, independent contractors, attorneys and representatives are discharged from any and all liabilities, duties, responsibilities, obligations and authority arising from, related to, derived from or defined in the Order for Appointment or any other Order entered by the Court during the course of this Receivership. The Receiver, his agents, employees, members, officers, independent contractors, attorneys and representatives shall not be liable for compliance with any order, including, but not limited to, orders of this Court, or any rule, law or decree except upon a finding by this Court that the Receiver acted or failed to act as a result of bad faith, gross negligence, fraud or in reckless disregard of his duties.

6. Notwithstanding the termination of the Receivership, the Receiver is granted limited residual authority to perform certain tasks for the termination of the Receivership, including, but not limited to, all further action necessary to implement this Order. Notwithstanding the termination of the Receivership under this Order, the

Receiver is hereby authorized to take such acts and conduct such business (including the payment of a Final Distribution as provided in paragraph 3 of this Order and payment of professional fees and expenses as provided in paragraph 7 of this Order) and execute and deliver such instruments, agreements and other documents that the Receiver deems necessary and appropriate to conclude the Receivership and implement the terms of this Order.

7. The Receiver's request for approval and authorization to pay professional fees and expenses included in the Notice of Termination is approved, and the Receiver shall make the following payments for professional fees and expenses incurred as a result of services rendered to the Receivership Estate during the period from May 2012 through September 2014:

- i. Receiver: \$31,808.70; and
- ii. The Receiver's Counsel, Phillips Murrah P.C.: \$56,687.51.

8. In addition to the funds sufficient to pay the Final Distribution as provided in paragraph 3 above and the professional fees and expenses as provided in paragraph 7 above, the Receiver shall retain reserve funds in the total amount \$49,800.00 consisting of \$42,300.00 to be used for the payment of fees and expenses incurred by the Receiver or other professionals in administering the conclusion of the Receivership Estate and implementing the terms of this Order, and \$7,500.00 to be used for the payment of legal fees and expenses incurred by the Receiver's Counsel in the course of assisting in the conclusion of the Receivership and implementing the terms of this Order.

9. If the funds remaining in the reserve account after all of the work has been completed by the Receiver, the professionals employed by him and the Receiver's

Counsel exceed \$1,000.00, the Receiver is authorized to make a supplemental final distribution in accordance with the pro-rata percentages for each individual investor specified in Exhibit 1 to the Notice of Termination, provided that the costs of making such a supplemental final distribution do not exceed the amount to be distributed.

10. The Receiver shall maintain all books, records, electronically-stored information and other materials relating to the Receivership for a period of four (4) years from the date of this Order (the "Retention Period"). At the expiration of the Retention Period, the Receiver may destroy all books, records, electronically-stored information and other materials relating to the Receivership.

11. This Court shall retain exclusive jurisdiction over any and all claims arising out of or relating to this Receivership, including, but not limited to, any transactions occurring during the course of the Receivership and any act or omission by the Receiver, or his agents, employees, members, officers, independent contractors, attorneys and representatives, in the discharge of his duties as Receiver during this Receivership; and that no party shall file in any court, administrative tribunal, or other adjudicatory forum, against the Receiver, or his agents, employees, members, officers, independent contractors, attorneys and representatives, any claim arising out of or relating to this Receivership, including, but not limited to, any transactions occurring during the course of the Receivership and any act or omission by the Receiver in his capacity as Receiver during this Receivership, unless the filing party first (a) makes a showing of good cause why the claim has colorable merit subject to the terms of paragraph 5 above; and (b) demonstrates financial ability to indemnify the Receiver, or

his agents, employees, members, officers, independent contractors, attorneys and representatives, should the action be ultimately unsuccessful.

12. The asset freeze provisions of the Order for Appointment are hereby vacated. The stay provisions of the Order for Appointment concerning claims and actions against the Defendants and their property shall be vacated effective thirty (30) days from the date of this Order.

13. This Order constitutes a final order adjudicating all the claims and the rights and liabilities of all parties and other claimants arising out of or relating to the matters addressed in the Notice of Termination. This Order is immediately effective pursuant to Federal Rule of Civil Procedure 62(a) as it pertains to receiverships.

IT IS SO ORDERED this 15th day of October, 2014.



Richard G. Stearns
UNITED STATES DISTRICT JUDGE

