

# **Exhibit D**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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SECURITIES AND EXCHANGE COMMISSION, :  
Plaintiff, :

-v-

No. 16-cv-6848 (DLI)(VMS)

PLATINUM MANAGEMENT (NY) LLC; :  
PLATINUM CREDIT MANAGEMENT, L.P.; :  
MARK NORDLICHT; :  
DAVID LEVY; :  
DANIEL SMALL; :  
URI LANDESMAN; :  
JOSEPH MANN; :  
JOSEPH SANFILIPPO; and :  
JEFFREY SHULSE, :  
Defendants. :

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**CERTIFICATION IN SUPPORT OF THE FIRST APPLICATION OF COOLEY LLP  
FOR ALLOWANCE OF COMPENSATION AND REIMBURSEMENT  
OF EXPENSES INCURRED FROM DECEMBER 19, 2016 THROUGH MARCH 31, 2017**

I, Alan Levine (the “Certifying Professional”), hereby certify that Cooley LLP (“Cooley”) has designated me as the Certifying Professional with respect to the Certification required by Section A of the Billing Instructions for Receivers in Civil Actions Commenced by the U.S. Securities and Exchange Commission (“SEC Billing Guidelines”) and further certify that:

1. I am an attorney licensed to practice law in New York and am a partner at Cooley.
2. I have read the First Application of Cooley LLP for Allowance of Compensation and Reimbursement of Expenses Incurred from December 19, 2016 Through March 31, 2017 (“First Fee Application”).
3. To the Best of my knowledge, information and belief formed after

reasonably inquiry, the First Fee Application and all fees and expenses sought are true and accurate and comply with the SEC Receivership Billing Instructions.

4. All fees contained in the First Fee Application are based on Cooley's rates listed therein, subject to the discounts described in the First Fee Application, and all such fees are reasonable, necessary and commensurate with the skill and experience required for the activity performed.

5. Cooley has not included in the amounts for which expense reimbursement is sought the amortization of the cost of any investment, equipment or capital outlay (except to the extent any such amortization is included within the permitted allowable amounts for photocopies and fax transmission).

6. In seeking reimbursement for a service which Cooley justifiably purchased or contracted for from a third party (such as copying, messenger services and overnight courier), Cooley requests reimbursement only for the amount billed to Cooley by the third party vendor and paid by Cooley to such vendor. Cooley is not making a profit on such reimbursable service.

Dated: New York, NY  
May 24, 2017

/s/ Alan Levine

Alan Levine

Counsel to Bart M. Schwartz, Receiver  
Cooley LLP  
1114 Avenue of the Americas  
New York, NY 10036  
(212) 479-6260  
alevine@cooley.com