

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. \_\_\_)\*

**STRATIVATION, INC.**

(Name of Issuer)

**Common Stock, par value \$0.001 per share**

(Title of Class of Securities)

**863092201**

(CUSIP Number)

**Richardson & Patel LLP  
10900 Wilshire Boulevard, Suite 500  
Los Angeles, California 90024  
(310) 208-1182**

(Name, Address, and Telephone Number of Person Authorized to Receive Notices and Communications)

**January 15, 2007**

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box .

Note: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be 'filed' for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however see the Notes).

1 NAME OF REPORTING PERSON  
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

Richardson & Patel LLP

---

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(a)   
(b)

---

3 SEC USE ONLY

---

4 SOURCE OF FUNDS\*

OO

---

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

---

6 CITIZENSHIP OR PLACE OF ORGANIZATION

California

---

7 SOLE VOTING POWER

656,103

---

NUMBER OF  
SHARES  
BENEFICIALLY  
OWNED BY  
EACH  
REPORTING  
PERSON WITH

8 SHARED VOTING POWER

N/A

---

9 SOLE DISPOSITIVE POWER

656,103

---

10 SHARED DISPOSITIVE POWER

N/A

---

---

---

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

656,103

---

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES\* [ ]

---

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

75.5%

---

14 TYPE OF REPORTING PERSON\*

PN

---

\*SEE INSTRUCTIONS.

---

**Item 1 Security and Issuer**

This statement relates to the common stock, par value \$0.001 per share ("Common Stock"), of Strativation, Inc., a Delaware corporation (the "Company"). The address of the Company's principal executive office is 10900 Wilshire Boulevard, Suite 500, Los Angeles, California 90024.

**Item 2 Identity and Background**

This Schedule 13D is being filed on behalf of Richardson & Patel LLP ("R&P"), a California limited liability partnership, with a principal business address of 10900 Wilshire Blvd., Suite 500, Los Angeles, California 90024.

During the past five years, R&P has not been convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors).

During the past five years, R&P has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding, was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

**Item 3 Source and Amount of Funds or Other Considerations**

On January 15, 2007, the Company and R&P entered into an Amended and Restated Shares for Debt Agreement (the "Amended and Restated Shares for Debt Agreement"), pursuant to which the Company agreed to issue and R&P agreed to accept 656,103 restricted shares of the Company's common stock (the "Shares") as full and complete settlement of \$261,201.84 (the "Partial Debt") owed by the Company to R&P for legal services rendered, such amount representing a portion of the total outstanding debt owed by the Company to R&P. A copy of the Amended and Restated Shares for Debt Agreement is attached as an exhibit hereto.

No part of the above referenced consideration was borrowed or otherwise obtained for the purpose of acquiring, holding, trading, or voting the Shares.

**Item 4 Purpose of Transaction**

R&P acquired the Shares as payment for the Partial Debt owed to R&P by the Company. R&P is the record holder of approximately 75.5% of the Company's issued and outstanding Common Stock, but does not have any plans or proposals to effect any of the following: (a) any material change in the present capitalization or dividend policy of the Company; (b) any other material change in the Company's business or corporate structure; (c) changes in the Company's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the issuer by any other person; (d) causing a class of securities of the Company to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (e) a class of equity securities of the Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Act; or (f) any similar action to those enumerated above.

---

On January 16, 2007, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") with CNS Merger Corporation, a California corporation and wholly-owned subsidiary of the Registrant ("MergerCo"), and CNS Response, Inc., a California corporation ("CNSR"), pursuant to which MergerCo will be merged with and into CNSR (the "Merger"), at which time, the separate existence of MergerCo shall cease and CNSR shall continue as the surviving corporation, and wholly-owned subsidiary, of the Company. In accordance with the terms of the Merger Agreement, the Company shall issue to (or reserve for issuance to) the CNSR shareholders (the "CNSR Shareholders") an aggregate of 26,152,142 shares of the Company's common stock (inclusive of shares issuable to the CNSR Shareholders under options and warrants held by them), resulting in a change of control of the Company. In connection with the transactions contemplated by the Merger Agreement, on January 16, 2007, Mr. Silas Phillips agreed to resign as the sole director, Chief Executive Officer, Chief Financial Officer, and Secretary of the Company. Upon consummation of the Merger, the Company will appoint new officers and directors, pursuant to the terms of the Merger Agreement.

The foregoing description of the Merger Agreement and related transactions does not purport to be complete and is qualified in its entirety by reference to the Company's Current Report on Form 8-K (and the Merger Agreement filed as an exhibit therewith), filed with the Commission on January 22, 2007.

**Item 5 Interest in Securities of the Company**

- (a) The aggregate number and percentage of the class of securities identified pursuant to Item 1 beneficially owned by R&P can be found in rows 11 and 13 of the Cover Page to this Schedule 13D (the "Cover Page"), which are hereby incorporated by reference.
- (b) The powers that R&P has with respect to the shares discussed herein are reflected in rows 7 through 10 of the Cover Page, which are hereby incorporated by reference.
- (c) All transactions in the class of securities reported on that were effected by R&P during the past 60 days are discussed in Item 3 herein.
- (d) Not applicable.
- (e) Not applicable.

**Item 6 Contracts, Arrangements, Understandings, or Relationships with Respect to Securities of the Issuer**

The information provided in Item 4 herein is hereby incorporated by reference. To the best of the knowledge of R&P, there are no other reportable contracts, arrangements, understandings, or relationships between R&P and any other individual with respect to the Company's securities.

**Item 7 Materials to be Filed as Exhibits**

The Amended and Restated Shares for Debt Agreement is attached as an exhibit hereto.

---

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: January 31, 2007

**Richardson & Patel LLP**

/s/Nimish Patel

Name: Nimish Patel

Title: Partner

**AMENDED AND RESTATED SHARES FOR DEBT AGREEMENT**

This Amended And Restated Shares For Debt Agreement (the "Agreement") is made and entered into as of January 15, 2007, by and between Strativation, Inc., a Delaware corporation (the "Company"), and Richardson & Patel LLP (the "Firm"), with reference to the following facts:

**RECITALS**

**WHEREAS**, the parties hereto wish to enter into this Agreement to amend and restate in its entirety the Shares For Debt Agreement, dated January 11, 2007, by and among the parties hereto; and

**WHEREAS**, the Company owes the Firm a total of \$327,653.44 for legal services provided to the Company through the date hereof (the "Total Debt");

**WHEREAS**, the Company has agreed to issue and the Firm has agreed to accept restricted common shares of the Company's Common Stock (subject to an Amended And Restated Registration Rights Agreement to be entered by the parties in connection herewith) as full and complete payment of a portion of the Total Debt in the amount of \$261,201.84 (the "Partial Debt") (the "Debt Settlement"); and

**WHEREAS**, the Company's Board of Directors (the "Board") acknowledged that it had received and reviewed all material facts regarding this Debt Settlement and that the Board has deemed the Debt Settlement to be fair and in the best interest of the Company and the Company's stockholders.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties to this Agreement (collectively "parties" and individually a "party") agree as follows:

**AGREEMENT**

1. The Company agrees to issue and the Firm agrees to accept 656,103 shares of the Company's restricted common stock as full and complete payment of the Partial Debt (the "Debt Shares"). The Debt Shares shall be issued in the name of Richardson & Patel LLP.

2. The parties shall hereafter execute all documents and do all that is necessary, convenient, or desirable in the reasonable opinion of the other party to effect the provisions of this Agreement.

3. The provisions of this Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors in interest, and assigns of the respective parties hereto.

4. This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the state of California. The language and all parts of this Agreement shall be in all cases construed as a whole according to its very meaning and not strictly for or against any individual party.

5. Waiver of Conflicts of Interest.

The Company understands that the receipt of the Debt Shares by the Firm, as described herein, creates a conflict of interest in the Firm's representation of the Company, which conflict the Company waives by executing this Agreement. The Debt Shares will give the Firm a direct interest in the performance of the Company, which could arguably cause the Firm to be a less disinterested provider of advice than might otherwise be the case, at least in some instances. For example, the ownership in the Company's common stock might be seen as creating an incentive for the Firm to provide legal advice to encourage the Company to take action which the Firm might view as favorable to the Firm's economic interest in the common stock, rather than in a fully disinterested fashion.

In addition, Rule 3-300 of the Rules of Professional Conduct of the State Bar of California, provides as follows:

**"Rule 3-300. Avoiding Interests Adverse to Client.**

A member shall not enter into a business transaction with a client; or knowingly acquire an ownership, possessory, security, or other pecuniary interest adverse to a client, unless each of the following requirements has been satisfied:

(A) The transaction or acquisition and its terms are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in a manner which should reasonably have been understood by the client; and

(B) The client is advised in writing that the client may seek the advice of an independent lawyer of the client's choice and is given a reasonable opportunity to seek that advice; and

(C) The client thereafter consents in writing to the terms of the transaction or the terms of the acquisition."

By executing this Agreement, the Company acknowledges and agrees that the Firm has advised that the issuance of the Debt Shares to the Firm constitute conflicts of interest between the Company and the Firm and that the Firm is not representing the Company in connection with the issuance of the Debt Shares. The Company further confirms that: (i) it consents to the issuance of the Debt Shares; (ii) such consent has been freely given; (iii) it has had the opportunity to consult with independent counsel of its own choice prior to issuance of the Debt Shares or executing this Agreement; (iv) and it has fully considered the conflicting interests that exist between the Company and the Firm.



6. In the event any action is brought to enforce this Agreement, the prevailing party in any such dispute or proceeding shall be entitled to recover said party's total reasonable attorneys' fees and costs arising out of or in connection with such action.

7. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and, in lieu of such illegal or invalid provision, there shall be added a provision as similar in terms and amount to such illegal or invalid provision as may be possible and, if such illegal or invalid provision cannot be so modified, then it shall be deemed not to be a part of this Agreement.

8. This Agreement memorializes and constitutes the entire agreement and understanding among the parties regarding the subject matter hereof, and supersedes all prior negotiations, proposed agreements and agreements, whether written or unwritten. The parties acknowledge that no other party, nor any agent or attorney of any other party, has made any promises, representations, or warranties whatsoever, expressly or impliedly, which are not expressly contained in this Agreement, and the parties further acknowledge that they have not executed this Agreement in reliance upon any collateral promise, representation, warranty, or in reliance upon any belief as to any fact or matter not expressly recited in this Agreement.

9. For the convenience of the parties, this Agreement may be executed by facsimile signatures and in counterparts that shall together constitute the agreement of the parties as one and the same instrument. It is the intent of the parties that a copy of this Agreement signed by any party shall be fully enforceable against that party.

*[The Remainder of this Page Intentionally Left Blank. Signature Page Follows.]*

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

**STRATIVATION, INC.**

A Delaware corporation

By: /s/ Silas Phillips  
Silas Phillips,  
Chief Executive Officer

**RICHARDSON & PATEL LLP**

a California limited liability partnership

By: /s/ Kevin Leung  
Kevin Leung,  
Partner