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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE MF GLOBAL HOLDINGS
LIMITED SECURITIES LITIGATION

Civil Action No. 1:11-CV-07866-VM

THIS DOCUMENT RELATES TO:

All Securities Actions
(*DeAngelis v. Corzine*)

ECF CASE

**JUDGMENT APPROVING CLASS ACTION SETTLEMENT
WITH DEFENDANTS JEFFERIES LLC, BMO CAPITAL
MARKETS CORP., NATIXIS SECURITIES AMERICAS LLC,
LEBENTHAL & CO., LLC, AND U.S. BANCORP INVESTMENTS, INC.**

WHEREAS, a consolidated securities class action is pending in this Court styled *In re MF Global Holdings Limited Securities Litigation*, Civil Action No. 1:11-CV-07866-VM, that has been consolidated with other actions under the master case *DeAngelis v. Corzine*, 11-CV-07866-VM (the "Action");

WHEREAS, by Order dated October 14, 2015, the Court certified the Action to proceed as a class action with respect to the claims asserted against the Remaining Senior Notes Underwriter Defendants on behalf of all persons who and entities which purchased or otherwise acquired MF Global 6.25% Senior Notes between August 8, 2011 and November 21, 2011 (including persons who and entities which placed orders before August 8, 2011) (the "Class Period") and were damaged thereby (the "Remaining Senior Notes Underwriter Class" or "Class");¹

¹ Excluded from the Class are: (i) Defendants and MF Global; (ii) members of the Immediate Families of the Individual Defendants; (iii) the subsidiaries and affiliates of Defendants and MF Global; (iv) any person who or entity which, during the Class Period, was, and/or is a partner, executive officer, director or controlling person of MF Global, or any of its subsidiaries or affiliates, or of any Defendant or any of their subsidiaries or affiliates; (v) any entity in which any Defendant or MF Global had during the Class Period and/or has a controlling interest; (vi) Defendants' liability insurance carriers, and any affiliates or

WHEREAS, (a) Lead Plaintiffs the Virginia Retirement System and Her Majesty The Queen In Right Of Alberta (collectively "Lead Plaintiffs") and named plaintiff the Government of Guam Retirement Fund (together with Lead Plaintiffs, the "Settling Plaintiffs"), on behalf of themselves, the other named plaintiffs in the Action, and the other members of the Class, and (b) defendants Jefferies LLC (f/k/a Jefferies & Company, Inc.), BMO Capital Markets Corp., Natixis Securities Americas LLC (f/k/a Natixis Securities North America Inc.), Lebenthal & Co., LLC, and U.S. Bancorp Investments, Inc. (collectively, the "Remaining Senior Notes Underwriter Defendants," and, together with Settling Plaintiffs, on behalf of themselves, the other named plaintiffs in the Action, and the other members of the Class, the "Settling Parties") have entered into a Stipulation and Agreement of Settlement with Defendants Jefferies LLC, BMO Capital Markets Corp., Natixis Securities Americas LLC, Lebenthal & Co., LLC, and U.S. Bancorp Investments, Inc. dated March 9, 2016 (the "Stipulation"), that provides for a complete dismissal with prejudice of the claims asserted against the Remaining Senior Notes Underwriter Defendants in the Action on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (the "Settlement");

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning as they have in the Stipulation;

WHEREAS, by Order dated March 18, 2016 (the "Preliminary Approval Order"), this Court: (a) preliminarily approved the Settlement; (b) ordered that notice of certification of the

subsidiaries thereof; and (vii) the legal representatives, heirs, successors, and assigns of any such excluded person or entity; provided, however, that any Investment Vehicle (as defined in the Stipulation) shall not be deemed an excluded person or entity by definition. Also excluded from the Class are any persons who and entities which submit a request for exclusion from the Remaining Senior Notes Underwriter Class that is accepted by the Court or who or which were, pursuant to request, excluded from any of the Other Classes (to the extent such persons and entities are also Remaining Senior Notes Underwriter Class Members).

Class and of the proposed Settlement be provided to potential Class Members; (c) provided Class Members with the opportunity either to exclude themselves from the Class or to object to the proposed Settlement; and (d) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has been given to the Class;

WHEREAS, the Court conducted a hearing on July 15, 2016 (the "Settlement Hearing") to consider, among other things: (a) whether the terms and conditions of the Settlement are fair, reasonable and adequate to the Class, and should therefore be approved; and (b) whether a judgment should be entered dismissing the Action with prejudice as against the Remaining Senior Notes Underwriter Defendants; and

WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and proceedings held herein in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Settling Parties and each of the Class Members.

2. **Incorporation of Settlement Documents** – This Judgment incorporates and makes a part hereof: (a) the Stipulation filed with the Court on March 11, 2016; and (b) the Notice and the Summary Notice, both of which were filed with the Court on June 3, 2016.

3. **Notice** – The Court finds that the dissemination of the Notice and the publication of the Summary Notice: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of (i) the

pendency of the Action; (ii) the certification of the Class; (iii) the effect of the proposed Settlement (including the Releases to be provided thereunder); (iv) Co-Lead Counsel's motion for an award of attorneys' fees and reimbursement of expenses; (v) their right to object to any aspect of the Settlement and/or Co-Lead Counsel's motion for an award of attorneys' fees and reimbursement of expenses; (v) their right to exclude themselves from the Class; and (vi) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 77z-1, as amended, and all other applicable law and rules.

4. **Final Settlement Approval and Dismissal of Claims** – Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the amount of the Settlement; the Releases provided for therein, including the release of the Released Plaintiffs' Claims as against the Remaining Senior Notes Underwriter Defendants' Releasees; and the dismissal with prejudice of the claims asserted against the Remaining Senior Notes Underwriter Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Class. The Settling Parties are directed to implement, perform and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation.

5. All of the claims asserted against the Remaining Senior Notes Underwriter Defendants in the Action by Settling Plaintiffs and Class Members are hereby dismissed with

prejudice. The Settling Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Stipulation.

6. **Binding Effect** – The terms of the Stipulation and of this Judgment shall be forever binding on the Remaining Senior Notes Underwriter Defendants, Settling Plaintiffs and all other Class Members (regardless of whether or not any individual Class Member submits a Proof of Claim Form or seeks or obtains a distribution from the Remaining Senior Notes Underwriter Net Settlement Fund), as well as their respective successors and assigns. The person listed on Exhibit 1 hereto is excluded from the Class pursuant to request and is not bound by the terms of the Stipulation or this Judgment.

7. **Releases** – The Releases set forth in paragraphs 4 and 5 of the Stipulation, together with the definitions contained in paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, and subject to paragraph 8 below, upon the Effective Date of the Settlement, Settling Plaintiffs and each of the other Class Members, on behalf of themselves and their respective past, present or future parents, subsidiaries, divisions, affiliates, shareholders, general or limited partners, attorneys, spouses, insurers, beneficiaries, employees, officers, directors, legal and equitable owners, members, legal representatives, trustees, associates, heirs, executors, administrators, predecessors, successors, affiliates and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiffs' Claim against the Remaining Senior Notes Underwriter Defendants and the other Remaining Senior Notes

Underwriter Defendants' Releasees, and shall forever be enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Remaining Senior Notes Underwriter Defendants' Releasees. This Release shall not apply to any Excluded Plaintiffs' Claim.

(b) Without further action by anyone, and subject to paragraph 8 below, upon the Effective Date of the Settlement, the Remaining Senior Notes Underwriter Defendants, on behalf of themselves and their respective past, present or future attorneys, insurers, beneficiaries, employees, predecessors in interest, successors in interest, legal representatives, trustees, associates, administrators, affiliates and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Remaining Senior Notes Underwriter Defendants' Claim against Settling Plaintiffs and the other Plaintiffs' Releasees, and shall forever be enjoined from prosecuting any or all of the Released Remaining Senior Notes Underwriter Defendants' Claims against any of the Plaintiffs' Releasees. This Release shall not apply to any Excluded Remaining Senior Notes Underwriter Claim or to the person listed on Exhibit 1 hereto.

8. Notwithstanding paragraphs 7(a) – (b) above, nothing in this Judgment shall bar any action by any of the Settling Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

9. **Bar Order** – The Court hereby: (a) permanently bars, enjoins and restrains any person or entity from commencing, prosecuting, or asserting any Barred Claims against any of the Remaining Senior Notes Underwriter Defendants' Releasees, whether as claims, cross-claims, counterclaims, third-party claims, or otherwise, and whether asserted in the Action or any other proceeding, in this Court, in any federal or state court, or in any other court, arbitration proceeding,

administrative agency, or other forum in the United States or elsewhere; and (b) permanently bars, enjoins, and restrains the Remaining Senior Notes Underwriter Defendants' Releasees from commencing, prosecuting, or asserting any Barred Claims against any person or entity, whether as claims, cross-claims, counterclaims, third-party claims or otherwise, and whether asserted in the Action or any other proceeding, in this Court, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere.

10. **Judgment Reduction** – Any final verdict or judgment obtained by or on behalf of the Class arising out of the 6.25% Senior Notes offering against any person or entity subject to the Bar Order shall be reduced by the greatest of: (i) an amount that corresponds to the percentage of responsibility of the Remaining Senior Notes Underwriter Defendants as underwriters of that offering for common damages arising out of that offering; (ii) the amount paid by or on behalf of the Remaining Senior Notes Underwriter Defendants to the Class for common damages arising out of the 6.25% Senior Notes offering; or (iii) the amount the Remaining Senior Notes Underwriter Defendants would have been required under the applicable agreements among the underwriters of the 6.25% Senior Notes to contribute to any judgment with respect to the 6.25% Senior Notes offering if not for the Bar Order, i.e., the percentage that corresponds to the percentage of the 6.25% Senior Notes offering that the Remaining Senior Notes Underwriter Defendants committed to take down in that offering (including any over allotment); provided, however, there shall be no reduction for any amounts the Remaining Senior Notes Underwriter Defendants would be responsible to contribute under those agreements with respect solely to any and all costs or fees (including but not limited to attorneys' fees) incurred by or for which the underwriters of the 6.25% Senior Notes may otherwise become responsible that are related in any way to such judgment.

11. **Rule 11 Findings** – The Court finds and concludes that the Settling Parties and their respective counsel have complied in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure in connection with the institution, prosecution, defense, and settlement of the Action.

12. **No Admissions** – Neither this Judgment, the Stipulation (whether or not consummated), including the exhibits thereto, the Plan of Allocation, the negotiations leading to the execution of the Stipulation, nor any proceedings taken pursuant to or in connection with the Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Remaining Senior Notes Underwriter Defendants' Releasees as evidence of, or construed as, or deemed to be evidence of (i) any presumption, concession, or admission by any of the Remaining Senior Notes Underwriter Defendants' Releasees with respect to the truth of any fact alleged by Settling Plaintiffs, the validity of any claim that was or could have been asserted by Settling Plaintiffs or any member of the Class, or the deficiency of any defense that has been or could have been asserted by the Remaining Senior Notes Underwriter Defendants in this Action or in any other litigation, or (ii) any liability, negligence, fault, or other wrongdoing of any kind of any of the Remaining Senior Notes Underwriter Defendants' Releasees or in any way referred to for any other reason as against any of the Remaining Senior Notes Underwriter Defendants' Releasees, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation;

(b) shall be offered against any of the Plaintiffs' Releasees, as evidence of, or construed as, or deemed to be evidence of (i) any presumption, concession or admission by

any of the Plaintiffs' Releasees that any of their claims are without merit, that any of the Remaining Senior Notes Underwriter Defendants' Releasees had meritorious defenses, or that damages recoverable against the Remaining Senior Notes Underwriter Defendants under the Complaint would not have exceeded the Settlement Amount, or (ii) any liability, negligence, fault or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Plaintiffs' Releasees, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or

(c) shall be construed against any of Releasees as an admission, concession, or presumption that the consideration to be given under the Settlement represents the amount which could be or would have been recovered against the Remaining Senior Notes Underwriter Defendants after trial;

provided, however, that the Settling Parties and the Releasees and their respective counsel may refer to this Judgment and the Stipulation to effectuate the protections from liability granted hereunder and thereunder or otherwise to enforce the terms of the Settlement.

13. **Retention of Jurisdiction** – Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Settling Parties for purposes of the administration, interpretation, implementation and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) any motion for an award of attorneys' fees and/or Litigation Expenses by Co-Lead Counsel in the Action that will be paid from the Settlement Fund; (d) any motion to approve the Class Distribution Order and (e) the Class Members for all matters relating to the Settlement.

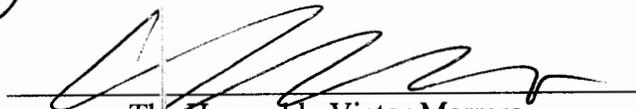
14. A separate order shall be entered regarding the motion of Co-Lead Counsel for an award of attorneys' fees and reimbursement of expenses. Such order shall in no way affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of the Settlement.

15. **Modification of the Agreement of Settlement** – Without further approval from the Court, Settling Plaintiffs and the Remaining Senior Notes Underwriter Defendants are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Class Members in connection with the Settlement. Without further order of the Court, Settling Plaintiffs and the Remaining Senior Notes Underwriter Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement.

16. **Termination of Settlement** – If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Stipulation, and this Judgment shall be without prejudice to the rights of Settling Plaintiffs, the other Class Members and Remaining Senior Notes Underwriter Defendants, and the Settling Parties shall revert to their respective positions in the Action as of January 25, 2016, as provided in the Stipulation.

17. **Entry of Final Judgment** – There is no just reason to delay the entry of this Judgment as a final judgment in this Action as against the Remaining Senior Notes Underwriter Defendants pursuant to Rule 54(b) of the Federal Rules of Civil Procedure. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final judgment as against the Remaining Senior Notes Underwriter Defendants.

SO ORDERED this 15th day of July, 2016.



The Honorable Victor Marrero
United States District Judge

#954437

Exhibit 1

Jerry M. Rozycki
Paradise, CA