

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 DEFENDANT PRICEWATERHOUSECOOPERS LLP**

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, (a) Lead Plaintiffs the Virginia Retirement System and Her Majesty The Queen In Right Of Alberta, on behalf of themselves, the other named plaintiffs in the Action, and the other members of the PwC Settlement Class (defined below), and (b) defendant PricewaterhouseCoopers LLP ("PwC" and together with Lead Plaintiffs the "Settling Parties") have entered into a Stipulation and Agreement of Settlement with Defendant PricewaterhouseCoopers LLP dated April 3, 2015 (the "PwC Stipulation"), that provides for a complete dismissal with prejudice of the claims asserted against PwC in the Action on the terms and conditions set forth in the PwC Stipulation, subject to the approval of this Court (the "PwC Settlement");

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

WHEREAS, by Orders dated April 20, 2015 (the “PwC Preliminary Approval Order”) and July 7, 2015 (“Order Amending PwC Preliminary Approval Order”), this Court: (a) preliminarily approved the PwC Settlement; (b) certified the PwC Settlement Class solely for purposes of effectuating the PwC Settlement; (c) ordered that notice of the proposed PwC Settlement be provided to potential PwC Settlement Class Members; (d) provided PwC Settlement Class Members with the opportunity either to exclude themselves from the PwC Settlement Class or to object to the proposed PwC Settlement; and (e) scheduled a hearing regarding final approval of the PwC Settlement;

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

WHEREAS, the Court conducted a hearing on November 20, 2015 (the “Settlement Hearing”) to consider, among other things: (a) whether the terms and conditions of the PwC Settlement are fair, reasonable and adequate to the PwC Settlement Class, and should therefore be approved; and (b) whether a judgment should be entered dismissing the Action with prejudice as against PwC; and

WHEREAS, the Court having reviewed and considered the PwC Stipulation, all papers filed and proceedings held herein in connection with the PwC Settlement, all oral and written comments received regarding the PwC 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 PwC Settlement, as well as personal jurisdiction over all of the Settling Parties and each of the PwC Settlement Class Members.

2. **Incorporation of Settlement Documents** – This Judgment incorporates and makes a part hereof: (a) the PwC Stipulation filed with the Court on April 17, 2015; and (b) the PwC/Individual Defendant Notice and the PwC/Individual Defendant Summary Notice, both of which were filed with the Court on October 9, 2015.

3. **Class Certification for Settlement Purposes** – The Court hereby affirms its determinations in the PwC Preliminary Approval Order certifying, for the purposes of the PwC Settlement only, the Action as a class action pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure on behalf of a class consisting of all persons and entities who or which purchased or otherwise acquired any of the MF Global Securities<sup>1</sup> during the Settlement Class Period (i.e., the period beginning on May 20, 2010 through and including November 21, 2011), and were damaged thereby (the “PwC Settlement Class”). Excluded from the PwC Settlement 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 or entity who or which was at any time during the Settlement Class Period 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; (v) any entity in which any Defendant or MF Global had at any

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<sup>1</sup> “MF Global Securities” means MF Global common stock (CUSIP 55277J108); MF Global’s 9% Convertible Senior Notes due June 20, 2038 issued on or about June 25, 2008 (CUSIP 55276YAB2); MF Global’s 1.875% Convertible Senior Notes due February 1, 2016 issued on or about February 7, 2011 (CUSIP 55277JAA6); MF Global’s 3.375% Convertible Senior Notes due August 1, 2018 issued on or about July 28, 2011 (CUSIP 55277JAB4); and MF Global’s 6.25% Senior Notes due August 8, 2016 issued on or about August 1, 2011 (CUSIP 55277JAC2).

time during the Settlement Class Period and/or has a controlling interest; (vi) Defendants' liability insurance carriers, and any affiliates or subsidiaries thereof; and (vii) the legal representatives, heirs, successors and assigns of any such excluded person or entity provided, however, that any Investment Vehicle shall not be deemed an excluded person or entity by definition. Also excluded from the Settlement Class are the PwC Entities and such entities shall not be eligible to participate in any recoveries obtained in the Action. Additionally, also excluded from the PwC Settlement Class as well as any other settlement class(es) and litigation class that may be certified in the Action is the person listed on Exhibit 1 hereto who is excluded pursuant to request.

4. **Adequacy of Representation** – Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the PwC Settlement only, the Court hereby affirms its determinations in the PwC Preliminary Approval Order certifying Lead Plaintiffs as class representatives for the PwC Settlement Class and appointing Co-Lead Counsel as class counsel for the PwC Settlement Class. Lead Plaintiffs and Co-Lead Counsel have fairly and adequately represented the PwC Settlement Class both in terms of litigating the Action and for purposes of entering into and implementing the PwC Settlement and have satisfied the requirements of Federal Rules of Civil Procedure 23(a)(4) and 23(g), respectively.

5. **Notice** – The Court finds that the dissemination of the PwC/Individual Defendant Notice and the publication of the PwC/Individual Defendant Summary Notice: (a) were implemented in accordance with the PwC Preliminary Approval Order and Order Amending PwC Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise PwC Settlement Class Members of (i) the pendency of the Action; (ii) the effect of the

proposed PwC Settlement (including the Releases to be provided thereunder); (iii) Co-Lead Counsel's motion for an award of attorneys' fees and reimbursement of expenses; (iv) their right to object to any aspect of the PwC 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 PwC Settlement 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 PwC 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, 78u-4, as amended, and all other applicable law and rules.

6. **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 PwC Settlement set forth in the PwC Stipulation in all respects (including, without limitation: the amount of the PwC Settlement; the Releases provided for therein, including the release of the Released Plaintiffs' Claims as against PwC; and the dismissal with prejudice of the claims asserted against PwC in the Action), and finds that the PwC Settlement is, in all respects, fair, reasonable and adequate to the PwC Settlement Class. The Settling Parties are directed to implement, perform and consummate the PwC Settlement in accordance with the terms and provisions contained in the PwC Stipulation.

7. All of the claims asserted against PwC in the Action by Lead Plaintiffs and the other PwC Settlement Class Members are hereby dismissed with prejudice. The Settling Parties shall bear their own costs and expenses, except as otherwise expressly provided in the PwC Stipulation.

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

9. **Releases** – The Releases set forth in paragraphs 5 and 6 of the PwC Stipulation, together with the definitions contained in paragraph 1 of the PwC 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 10 below, upon the Effective Date of the PwC Settlement, Lead Plaintiffs and each of the other PwC Settlement Class Members, on behalf of themselves and their respective 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 PwC and the other PwC Releasees, and shall forever be enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the PwC Releasees. This Release shall not apply to any of the Excluded Plaintiffs' Claims.

(b) Without further action by anyone, and subject to paragraph 10 below, upon the Effective Date of the PwC Settlement, PwC, on behalf of itself and its predecessors, successors 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 PwC Claim against Lead Plaintiffs and the other Plaintiffs' Releasees, and shall forever be enjoined from prosecuting any or all of the Released PwC Claims against any of the Plaintiffs' Releasees. This Release shall not apply to any Excluded PwC Claim or to the person listed on Exhibit 1 hereto.

10. Notwithstanding paragraphs 9(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 PwC Stipulation or this Judgment.

11. **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 PwC 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 PwC 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.

12. **Judgment Reduction** – Any final verdict or judgment obtained by or on behalf of the PwC Settlement Class or a PwC Settlement Class Member against any person or entity subject to the Bar Order based upon, arising out of, relating to, or in connection with any Released Plaintiffs' Claim shall be reduced by the greater of: (a) an amount that corresponds to

the percentage of responsibility of PwC for the loss to the PwC Settlement Class or the PwC Settlement Class Member for common damages; or (b) the amount paid by or on behalf of PwC to the PwC Settlement Class or the PwC Settlement Class Member for common damages.

13. **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.

14. **No Admissions** – Neither this Judgment, the PwC Stipulation (whether or not consummated), including the exhibits thereto and the Plan of Allocation (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the PwC Stipulation, nor any proceedings taken pursuant to or in connection with the PwC Stipulation and/or approval of the PwC Settlement (including any arguments proffered in connection therewith):

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

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

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

15. **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 PwC Settlement; (b) the disposition of the PwC Settlement Fund; (c) any motion for an award of attorneys' fees and/or expenses by Co-Lead Counsel in the Action that will be paid from the PwC Settlement Fund; (d) any motion to approve the Plan of Allocation; (e) any motion to

approve the Class Distribution Order; and (f) the PwC Settlement Class Members for all matters relating to the PwC Settlement.

16. Separate orders shall be entered regarding approval of a plan of allocation and the motion of Co-Lead Counsel for an award of attorneys' fees and reimbursement of expenses. Such orders shall in no way affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of the PwC Settlement.

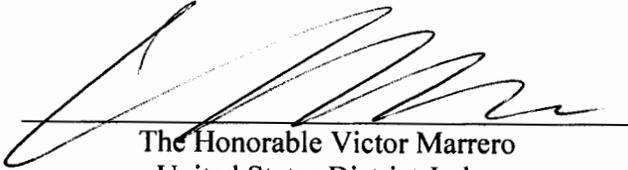
17. **Modification of the Agreement of Settlement** – Without further approval from the Court, Lead Plaintiffs and PwC are hereby authorized to agree to and adopt such amendments or modifications of the PwC Stipulation or any exhibits attached thereto to effectuate the PwC Settlement that: (a) are not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

18. **Termination of Settlement** – If the PwC Settlement is terminated as provided in the PwC Stipulation or the Effective Date of the PwC 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 PwC Stipulation, and this Judgment shall be without prejudice to the rights of Lead Plaintiffs, the other PwC Settlement Class Members and PwC, and the Settling Parties shall revert to their respective positions in the Action as of February 25, 2015, as provided in the PwC Stipulation.

19. **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 PwC 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 PwC.

SO ORDERED this 25<sup>th</sup> day of November, 2015.

  
The Honorable Victor Marrero  
United States District Judge gk

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