**IN THE UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF TEXAS**
**DALLAS DIVISION**

| | | |
|---|---|---|
| **SECURITIES AND EXCHANGE COMMISSION,** | § | |
| **Plaintiff** | § | |
| **v.** | § | **CIVIL ACTION NO. 3:09-CV-0298-N** |
| **STANFORD INTERNATIONAL BANK, LTD., ET AL.,** | § | |
| **Defendants** | § | |
| **THE OFFICIAL STANFORD INVESTORS COMMITTEE,** | § | |
| **Plaintiff,** | § | |
| **v.** | § | **CIVIL ACTION NO. 3:12-CV-01447-N** |
| **BDO USA, LLP, *et al.*,** | § | |
| **Defendants.** | § | |

**APPENDIX IN SUPPORT OF EXPEDITED REQUEST FOR ENTRY OF SCHEDULING ORDER AND MOTION TO APPROVE PROPOSED SETTLEMENT WITH BDO USA, LLP TO APPROVE THE PROPOSED NOTICE OF SETTLEMENT WITH BDO USA, LLC, TO ENTER THE BAR ORDER, TO ENTER THE FINAL JUDGMENT AND BAR ORDER, AND FOR PLAINTIFFS' ATTORNEYS' FEES**

Ralph S. Janvey, (the "Receiver"), and the Official Stanford Investors Committee ("OSIC"), file this appendix (the "Appendix") in support of the *Expedited Request for Entry of Scheduling Order and Motion to Approve Proposed Settlement with BDO USA, LLP to Approve the Proposed Notice Of Settlement with BDO USA, LLC, to Enter the Bar Order, to Enter the Final Judgment and Bar Order, and for Plaintiffs' Attorneys' Fees* (the "Motion").

| EXHIBIT | DESCRIPTION | APP. NOS. |
|---|---|---|
| **APPENDIX MATERIALS** | | |
| 1 | Settlement Agreement | 0001-0076 |
| 2 | Declaration of Douglas J. Buncher | 0077-0096 |
| 2-A | Neligan Foley LLP Invoices dated May 15, 2015 | 0097-0137 |
| 2-B | Revised Fee Agreement dated April 10, 2014 between Official Stanford Investors Committee and Neligan Foley LLP, Castillo Snyder, P.C., Strasburger & Price, LLP, and Butzel Long, P.C. | 0138-0154 |
| 3 | Declaration of Edward C. Snyder | 0155-0221 |
| 4 | Declaration of Edward F. Valdespino | 0222-0263 |
| 5 | Declaration of Peter D. Morgenstern | 0264-0271 |
| 6 | Order Approving Attorneys' Fees | 0272-0278 |
| 7 | Declaration of Examiner John J. Little | 0279-0286 |

Dated: May 15, 2015

Respectfully submitted,

*/s/ Douglas J. Buncher*

Douglas J. Buncher
dbuncher@neliganlaw.com
John D. Gaither
*jgaither@neliganlaw.com*

**NELIGAN FOLEY LLP**
325 N. St. Paul, Suite 3600
Dallas, Texas 75201
Telephone: (214) 840-5300
Facsimile: (214) 840-5301

**ATTORNEYS FOR RALPH S. JANVEY IN HIS CAPACITY AS COURT-APPOINTED RECEIVER FOR THE STANFORD RECEIVERSHIP ESTATE**

**CASTILLO SNYDER, P.C.**

*/s/ Edward C. Snyder*
Edward C. Snyder
esnyder@casnlaw.com
Jesse R. Castillo
jcastillo@casnlaw.com
300 Convent Street, Suite 1020
San Antonio, Texas 78205
Telephone: (210) 630-4200
Facsimile: (210) 630-4210

**STRASBURGER & PRICE, LLP**

*/s/ Edward F. Valdespino*
Edward F. Valdespino
Texas State Bar No. 20424700
edward.valdespino@strasburger.com
300 Convent Street, Suite 900
San Antonio, Texas 78205
Telephone: (210) 250-6000
Facsimile: (210) 250-6100

**BUTZEL LONG PC**

*/s/ Peter D. Morgenstern*
Peter D. Morgenstern
*Admitted Pro Hac Vice*
morgenstern@butzel.com
380 Madison Avenue, 22nd Floor
New York, New York 10017
Telephone: (212) 818-1110
Facsimile: (212) 818-0494

**ATTORNEYS FOR THE OFFICIAL STANFORD INVESTORS COMMITTEE**

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document was served upon all counsel of record via the Court's ECF system in May 15, 2015.

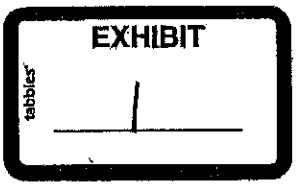
*/s/ Douglas J. Buncher*
Douglas J. Buncher

# SETTLEMENT AGREEMENT

**THIS SETTLEMENT AGREEMENT** (the "Agreement") is made and entered into by and between, on the one hand, (i) Ralph S. Janvey, solely in his capacity as Receiver for the Receivership Estate; (ii) the Official Stanford Investors Committee (the "Committee"); and (iii) Philip Wilkinson and Pam Reed (the "Investor Plaintiffs") (the Receiver, the Committee, and the Investor Plaintiffs are collectively referred to as the "Plaintiffs"); and, on the other hand, (iv) BDO USA, LLP ("BDO USA"), BDO International Ltd. ("BDO International"), BDO Global Coordination, B.V. ("BDO Global"), and Brussels Worldwide Services BVBA ("Brussels Worldwide") (collectively referred to as the "BDO Entities") (Plaintiffs, on the one hand, and the BDO Entities, on the other hand, are referred to in this Agreement individually as a "Party" and together as the "Parties");

**WHEREAS,** on February 16, 2009, the Securities and Exchange Commission filed Civil Action No. 3:09-cv-00298-N, *Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.*, (N.D. Tex.) (the "SEC Action"), alleging that Robert Allen Stanford, James M. Davis, Laura Pendergest-Holt, Stanford International Bank, Ltd., Stanford Group Company, Stanford Capital Management, LLC, and Stanford Financial Group (the "Defendants") had engaged in a fraudulent scheme affecting tens of thousands of customers from over one hundred countries;

**WHEREAS,** in an order dated February 16, 2009, in the SEC Action (ECF No. 10), the United States District Court for the Northern District of Texas assumed exclusive jurisdiction and took possession of the assets, monies, securities, properties, real and personal, tangible and intangible, of whatever kind and description, wherever located, of the Defendants and all entities they owned or controlled (the "Receivership Assets"), and the books and records, client lists,



account statements, financial and accounting documents, computers, computer hard drives, computer disks, internet exchange servers, telephones, personal digital devices and other informational resources of or in possession of the Defendants, or issued by Defendants and in possession of any agent or employee of the Defendants (the "Receivership Records");

**WHEREAS,** in that same order (ECF No. 10), Ralph S. Janvey was appointed Receiver (the "Receiver") for the Receivership Assets and the Receivership Records (collectively, the "Receivership Estate") with the full power of an equity receiver under common law as well as such powers as are enumerated in that order, as amended by an order in that same matter, dated March 12, 2009 (ECF No. 157), and as further amended by an order entered in that same matter, dated July 19, 2010 (ECF No. 1130);

**WHEREAS,** Ralph Janvey has served as Receiver continuously since his appointment and continues to so serve;

**WHEREAS,** John J. Little was appointed to serve as Examiner (the "Examiner") by an order entered in the SEC Action, dated April 20, 2009 (ECF No. 322, the content of which is incorporated as though fully set forth in this Agreement), to assist the Court in considering the interests of the worldwide investors in any financial products, accounts, vehicles or ventures sponsored, promoted or sold by any defendants in the SEC Action;

**WHEREAS,** John Little has served as Examiner continuously since his appointment and continues to so serve;

**WHEREAS,** the Committee was created pursuant to an order entered in the SEC Action, dated August 10, 2010 (ECF No. 1149), to represent the customers of Stanford International Bank, Ltd., who, as of February 16, 2009, had funds on deposit at Stanford International Bank,

Ltd. and/or were holding certificates of deposit issued by Stanford International Bank, Ltd. (the "Stanford Investors");

**WHEREAS**, by that same order (ECF No. 1149) the Examiner was named as the initial Chairperson of the Committee;

**WHEREAS**; the Examiner has served as Chairperson of the Committee continuously since his appointment and continues to so serve;

**WHEREAS**, on May 26, 2011, the Investor Plaintiffs filed Civil Action No. 3:11-cv-01115-N, *Philip Wilkinson and Pam Reed, individually and on behalf of a class or classes of all others similarly situated, v. BDO USA, LLP, et al.* (N.D. Tex.) (the "Investor Litigation") alleging, *inter alia*, that the BDO Entities aided and abetted violations of the Texas Securities Act, participated in or aided and abetted breaches of fiduciary duties, and aided and abetted or participated in a fraudulent scheme and a conspiracy;

**WHEREAS**, on February 27, 2012, the Receiver executed an assignment, a true and correct copy of which is attached hereto as Exhibit A, assigning to the Committee all assignable claims and causes of action existing under applicable law that the Receiver might own against the BDO Entities;

**WHEREAS**, on May 9, 2012, the Committee filed Civil Action No. 3:12-cv-01447-N, *The Official Stanford Investors Committee v. BDO USA, LLP, et al.* (N.D. Tex.) (the "Committee Litigation") alleging, *inter alia*, that the BDO Entities were negligent; grossly negligent; negligently retained personnel; negligently supervised personnel; aided, abetted or participated in breaches of fiduciary duty; aided, abetted or participated in a fraudulent scheme; and aided, abetted or participated in fraudulent transfers;

**WHEREAS,** BDO USA, BDO International, BDO Global, and Brussels Worldwide each expressly deny any and all allegations of wrongdoing, fault, liability or damages whatsoever and are entering into this Agreement to avoid the burden, expense, and risks of litigation;

**WHEREAS,** Plaintiffs have conducted an investigation into the facts and the law relating to the Investor Litigation and the Committee Litigation and after considering the results of that investigation and the benefits of this Settlement, as well as the burden, expense, and risks of litigation, have concluded that a settlement with the BDO Entities under the terms set forth below is fair, reasonable, adequate, and in the best interests of the Plaintiffs, the Stanford Investors, the Interested Parties, and all Persons affected by the Stanford Entities, and have agreed to enter into the Settlement and this Agreement, and to use their best efforts to effectuate the Settlement and this Agreement;

**WHEREAS,** the Parties desire to fully, finally, and forever compromise and effect a global settlement and discharge of all claims, disputes, and issues between them;

**WHEREAS,** the Parties have engaged in extensive, good faith, arm's-length negotiations, including participation by representatives of the Parties in mediation with former United States District Judge Layn Phillips, leading to this Agreement;

**WHEREAS,** absent this Settlement, the Committee Litigation and the Investor Litigation would have taken years and cost the Parties millions of dollars to litigate to a final judgment, appeals would likely have resulted, and the outcome would have been uncertain;

**WHEREAS,** the Examiner, both in his capacity as Chairperson of the Committee and in his capacity as the Court-appointed Examiner, participated in the negotiation of the Settlement;

**WHEREAS,** the Committee has approved this Agreement and the terms of the Settlement, as evidenced by the signature hereon of the Examiner in his capacity as Chairperson of the Committee;

**WHEREAS,** the Examiner, in his capacity as Examiner, has reviewed this Agreement and the terms of the Settlement and, as evidenced by his signature hereon, has approved this Agreement and the terms of the Settlement and will recommend that this Agreement, and the terms of the Settlement be approved by the Court and implemented;[1] and

**WHEREAS,** the Receiver has reviewed and approved this Agreement and the terms of the Settlement, as evidenced by his signature hereon;

**NOW, THEREFORE,** in consideration of the agreements, covenants and releases set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## I. Agreement Date

1. This Agreement shall take effect once all Parties have signed the Agreement, and as of the date of execution by the last Party to sign the Agreement (the "Agreement Date").

## II. Terms Used in this Agreement

The following terms, as used in this Agreement, the Bar Order, and the Judgment and Bar Order, have the following meanings:

2. "Attorneys' Fees" means those fees awarded by the Court to Plaintiffs' counsel from the Settlement Amount pursuant to the terms of the applicable engagement agreements.

[1] The Examiner has also executed this Agreement to confirm his obligation to post Notice on his website, as required herein, but is not otherwise individually a party to the BDO Settlement, the Committee Litigation or the Investor Litigation.

3. "BDO Released Parties" means the BDO Entities, and each of their respective past, present, and future directors, officers, legal and equitable owners, shareholders, members, managers, principals, employees, associates, representatives, distributees, agents, attorneys, trustees, general and limited partners, lenders, insurers and reinsurers, direct and indirect parents, subsidiaries, affiliates, related entities, divisions, partnerships, corporations, executors, administrators, heirs, beneficiaries, assigns, predecessors, predecessors in interest, successors, and successors in interest. Notwithstanding the foregoing, "BDO Released Parties" shall not include any Person, other than the BDO Entities, who is on the Agreement Date a named defendant in any litigation filed by any of the Plaintiffs, and shall not include any Person who becomes employed by, related to, or affiliated with the BDO Entities after the Agreement Date and whose liability, if any, arises out of or derives from actions or omissions before becoming employed by, related to, or affiliated with the BDO Entities.

4. "Claim" means a Person's potential or asserted right to receive funds from the Receivership Estate arising from or relating to the deposit of funds in or the purchase of a CD from Stanford International Bank, Ltd.

5. "Claimant" means any Person who has submitted a Claim to the Receiver or to the Joint Liquidators.

6. "Confidential Information" means the communications and discussions in connection with the negotiations that led to the Settlement and this Agreement. Confidential Information also includes the existence and terms of the Settlement and this Agreement, but only until the filing of this Agreement and related documents with the Court.

7. "Court" means the United States District Court for the Northern District of Texas, Judge David C. Godbey, currently presiding.

8. "Distribution Plan" means the plan hereafter approved by the Court for the distribution of the Settlement Amount (net of any attorneys' fees or costs that are awarded by the Court) to Stanford Investors who, as of the date of the approval of the Distribution Plan, have had their Claims allowed by the Receiver ("Allowed Claims"). Any Stanford Investor who has not submitted a Claim to either the Receiver or the Joint Liquidators as of the date of the Notice sent pursuant to the Scheduling Order required by Paragraph 29 of this Agreement ("Outstanding Claims"), may seek to participate in the Distribution Plan, and potentially to participate in future distributions of funds obtained by the Receivership as a result of future litigation settlements or recoveries, by submitting a Proof of Claim Form substantially in the form of the document attached as Exhibit B within seventy-five (75) days (the "Outstanding Claim Deadline") of the Court's entry of the Scheduling Order. Outstanding Claims submitted on or before the Outstanding Claim Deadline shall be subject to review and determination by the Receiver.

9. "Settlement Effective Date" means the date on which the last of all of the following have occurred:

a. entry in the SEC Action of a bar order including findings under Federal Rule of Civil Procedure 54(b) and in exactly the form attached hereto as Exhibit C (the "Bar Order"), with no revisions, additions, deletions or amendment (except that the blanks in the form may be filled in as appropriate by the Court);

b. entry in the Committee Litigation of a judgment and bar order in exactly the form attached hereto as Exhibit D (the "Judgment and Bar Order"), with no revisions, additions, deletions or amendment (except that the blanks in the form may be filled in as appropriate by the Court); and

c. the Bar Order and the Judgment and Bar Order have both become Final.

10. "Final" means unmodified after the conclusion of, or expiration of any right of any Person to pursue, any and all possible forms and levels of appeal, reconsideration, or review, judicial or otherwise, including by a court or Forum of last resort, wherever located, whether automatic or discretionary, whether by appeal or otherwise. The Bar Order including findings under Federal Rule of Civil Procedure 54(b) will become Final as set forth in this paragraph as though such an order was entered as a judgment at the end of a case, and the continuing pendency of the SEC Action shall not be construed as preventing such an order from becoming Final.

11. "Forum" means any court, adjudicative body, tribunal, or jurisdiction, whether its nature is federal, foreign, state, administrative, regulatory, arbitral, local, or otherwise.

12. "Hearing" means a formal proceeding in open court before the United States District Judge having jurisdiction over the Investor Litigation and the Committee Litigation.

13. "Interested Parties" means the Receiver; the Receivership Estate; the Committee; the members of the Committee; the Plaintiffs; the Stanford Investors; the Claimants; the Examiner; or any Person or Persons alleged by the Receiver, the Committee, or other Person or entity on behalf of the Receivership Estate to be liable to the Receivership Estate, whether or not a formal proceeding has been initiated.

14. "Joint Liquidators" means the liquidators appointed by the Eastern Caribbean Supreme Court in Antigua and Barbuda to take control of and manage the affairs and assets of Stanford International Bank, Ltd.

15. "Notice" means a communication, in substantially the form attached hereto as Exhibit E, describing (a) the material terms of the Settlement; (b) the material terms of this Agreement; (c) the rights and obligations of the Interested Parties with regard to the Settlement

and this Agreement; (d) the deadline for the filing of objections to the Settlement, the Agreement, the Bar Order, and the Judgment and Bar Order; and (e) the date, time and location of the Hearing to consider final approval of the Settlement, this Agreement, the Bar Order, and the Judgment and Bar Order.

16. "Person" means any individual, entity, governmental authority, agency or quasi-governmental person or entity, worldwide, of any type, including, without limitation, any individual, partnership, corporation, estate, trust, association, proprietorship, organization, or business, regardless of location, residence, or nationality.

17. "Plaintiffs Released Parties" means the Investor Plaintiffs, the Receiver, the Examiner, the Committee, and each of their counsel.

18. "Releasor" means any Person granting a release of any Settled Claim.

19. "Settled Claim" means any action, cause of action, suit, liability, claim, right of action, or demand whatsoever, whether or not currently asserted, known, suspected, existing, or discoverable, and whether based on federal law, state law, foreign law, common law, or otherwise, and whether based on contract, tort, statute, law, equity or otherwise, that a Releasor ever had, now has, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity, for, upon, arising from, relating to, or by reason of any matter, cause, or thing whatsoever, that, in full or in part, concerns, relates to, arises out of, or is in any manner connected with (i) the Stanford Entities; (ii) any certificate of deposit, CD, depository account, or investment of any type with any one or more of the Stanford Entities; (iii) any one or more of the BDO Entities' relationship with any one or more of the Stanford Entities; (iv) the BDO Entities' provision of services to the Stanford Entities; or (v) any matter that was asserted in, could have been asserted in, or relates to the subject matter of the SEC Action, the Investor Litigation, the

Committee Litigation, or any proceeding concerning the Stanford Entities pending or commenced in any Forum. "Settled Claims" specifically includes, without limitation, all claims each Releasor does not know or suspect to exist in his, her, or its favor at the time of release, which, if known by that Person, might have affected their decisions with respect to this Agreement and the Settlement ("Unknown Claims"). Each Releasor expressly waives, releases, and relinquishes any and all provisions, rights, and benefits conferred by any law or principle, in the United States or elsewhere, which governs or limits the release of unknown or unsuspected claims, including, without limitation, California Civil Code § 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Each Releasor acknowledges that he, she, or it may hereafter discover facts different from, or in addition to, those which such Releasor now knows or believes to be true with respect to the Settled Claims, but nonetheless agrees that this Agreement, including the releases granted herein, will remain binding and effective in all respects notwithstanding such discovery. Unknown Claims include contingent and non-contingent claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of different or additional facts. These provisions concerning unknown and unsuspected claims and the inclusion of Unknown Claims in the definition of Settled Claims were separately bargained for and are an essential element of this Agreement and the Settlement.

20. "Settlement" means the agreed resolution of the Settled Claims in the manner set forth in this Agreement.

21. "Settlement Amount" means Forty Million Dollars ($40,000,000.00) in United States currency.

22. "Stanford Entities" means Robert Allen Stanford; James M. Davis; Laura Pendergest-Holt; Gilbert Lopez; Mark Kuhrt; Stanford International Bank, Ltd.; Stanford Group Company; Stanford Capital Management, LLC; Stanford Financial Group; the Stanford Financial Bldg Inc.; the entities listed in Exhibit F to this Agreement; any entity of any type that was, owned, controlled by, or affiliated with Robert Allen Stanford, James M. Davis, Laura Pendergest-Holt, Gilbert Lopez, Mark Kuhrt, Stanford International Bank, Ltd., Stanford Group Company, Stanford Capital Management, LLC, Stanford Financial Group, or the Stanford Financial Bldg Inc., on or before February 16, 2009.

23. "Taxes" means any and all taxes, whether federal, state, local, or other taxes related to the Settlement or the Settlement Amount, and costs incurred in connection with such taxation including, without limitation, the fees and expenses of tax attorneys and accountants.

## III. Delivery and Management of Settlement Amount

24. Dismissal of Investor Litigation: Within five (5) business days of the Settlement Effective Date, the Investor Plaintiffs shall file a motion to dismiss with prejudice the Investor Litigation.

25. Delivery of Settlement Amount: On the later of (a) thirty (30) days after the Settlement Effective Date or (b) thirty (30) days after the dismissal of the Investor Litigation with prejudice, BDO USA shall deliver the Settlement Amount to the Receiver by wire transfer in accordance with wire transfer instructions provided by the Receiver for purposes of receiving the payment. In the event that the condition of the first sentence of Paragraph 26 has become operative, delivery of the Settlement Amount to the Receiver by the Escrow Agent shall satisfy BDO USA's payment obligation set forth in this paragraph.

26. Escrow of Settlement Amount During Appeal: In the event any Person appeals any order required under Paragraph 9 of this Agreement prior to the Settlement Effective Date, BDO-USA shall deliver the Settlement Amount, within thirty (30) days of the first-filed notice of appeal, to an escrow agent mutually identified and agreed to by the Parties ("Escrow Agent"). The Escrow Agent shall maintain the Settlement Amount in an interest-bearing account ("Escrow Account"). The Parties shall enter into a reasonable escrow agreement with the Escrow Agent as necessary to carry out the terms of this Agreement, which escrow agreement shall expressly require the Escrow Agent to deliver funds from the Escrow Account as set forth in this paragraph and in Paragraph 25 of this Agreement, and which escrow agreement shall contain such other reasonable and customary terms applicable to such agreements that are also consistent with all other terms of this Agreement. Any amount in the Escrow Account exceeding the Settlement Amount shall be returned to BDO USA. Nothing herein shall require BDO USA to pay or release any amount to the Receiver prior to the Settlement Effective Date, nor shall anything in this paragraph limit or alter the terms set forth in Paragraphs 24 and 25 of this Agreement. Further, if any Party exercises its rights under Paragraph 35 of this Agreement after BDO-USA funds the Escrow Account, the full balance of the Escrow Account shall be returned within ten (10) days to BDO USA.

## IV. Use of Settlement Amount

27. Management and Distribution of Settlement Amount: If and when the Settlement Amount is delivered to the Receiver pursuant to the terms of this Agreement, the Receiver shall receive and take custody of the Settlement Amount and shall maintain, manage and distribute the Settlement Amount in accordance with the Distribution Plan and under the supervision and direction and with the approval of the Court. The Receiver shall be responsible for all Taxes, fees

and expenses that may be due with respect to the Settlement Amount or the management, use, administration or distribution of the Settlement Amount.

28. No Liability: The BDO Entities and the BDO Released Parties shall have no liability, obligation, or responsibility whatsoever with respect to the investment, management, use, administration, or distribution of the Settlement Amount or any portion thereof, including, but not limited to, the costs and expenses of such investment, management, use, disbursement, or administration of the Settlement Amount, and any Taxes arising therefrom or relating thereto.

## V. Motion for Scheduling Order, Bar Order, and Judgment and Bar Order and Form and Procedure for Notice

29. Motion: Within fifteen (15) days after the Agreement Date, Plaintiffs shall submit to the Court a motion requesting entry of an order substantially in the form attached hereto as Exhibit G (the "Scheduling Order") (a) preliminarily approving the Settlement; (b) approving the content and plan for publication and dissemination of Notice; (c) setting the date by which any objection to the Settlement or this Agreement must be filed; and (d) scheduling a Hearing to consider final approval of the Settlement and entry of the orders required by Paragraph 9 of this Agreement. With respect to the content and plan for publication and dissemination of Notice, Plaintiffs will propose that Notice in substantially the form attached hereto as Exhibit E, be sent via electronic mail, first class mail or international delivery service to all Interested Parties; sent via electronic service to all counsel of record for any Person who has been or is, at the time of Notice, a party in any case included in MDL No. 2099, *In re: Stanford Entities Securities Litigation* (N.D. Tex.) (the "MDL"), the SEC Action, the Investor Litigation, or the Committee Litigation who are deemed to have consented to electronic service through the Court's CM/ECF System under Local Rule CV-5.1(d); sent via facsimile transmission and/or first class mail to any other counsel of record for any other Person who has been or is, at the time of service, a party in

any case included in the MDL, the SEC Action, the Investor Litigation, or the Committee Litigation; and posted on the websites of the Receiver and the Examiner along with complete copies of this Agreement and all filings with the Court relating to the Settlement, this Agreement, and approval of the Settlement. Plaintiffs will further propose that Notice in substantially the form attached hereto as Exhibit H be published once in the national edition of *The Wall Street Journal* and once in the international edition of *The New York Times*. In advance of filing the motion papers to accomplish the foregoing, Plaintiffs shall provide the BDO Entities with a reasonable opportunity to review and comment on such motion papers.

30. Notice Preparation and Dissemination: The Receiver shall be responsible for the preparation and dissemination of the Notice pursuant to this Agreement and as directed by the Court. In the absence of intentional refusal by the Receiver to prepare and disseminate Notice pursuant to this Agreement or a court order, no Interested Party or any other Person shall have any recourse against the Receiver with respect to any claims that may arise from or relate to the Notice process. In the case of intentional refusal by the Receiver to prepare and disseminate Notice pursuant to this Agreement or a court order, no Interested Party or any other Person shall have any claim against the Receiver other than the ability to seek specific performance.

31. No Recourse Against BDO: No Interested Party or any other Person shall have any recourse against the BDO Entities or the BDO Released Parties with respect to any claims that may arise from or relate to the Notice process.

32. Motion Contents: In the motion papers referenced in Paragraph 29 above, Plaintiffs shall request that the Court, *inter alia*:

a. approve the Settlement and its terms as set out in this Agreement;

b. enter an order finding that this Agreement and the releases set forth herein are final and binding on the Parties;

c. enter in the SEC Action a Bar Order in exactly the form attached hereto as Exhibit C; and

d. enter in the Committee Litigation a Judgment and Bar Order in exactly the form attached hereto as Exhibit D.

33. Parties to Advocate: The Parties shall take all reasonable steps to advocate for and encourage the Court as well as the Interested Parties to accept the terms of this Agreement.

34. No Challenge: No Party shall challenge the approval of the Settlement, and no Party will encourage or assist any Interested Party in challenging the Settlement.

## VI. Rescission if the Settlement is Not Finally Approved or the Bar Order and Judgment and Bar Order are Not Entered

35. Right to Withdraw: The Parties represent and acknowledge that the following were necessary to the Parties' agreement to this Settlement, are each an essential term of the Settlement and this Agreement, and that the Settlement would not have been reached in the absence of these terms: (a) Court approval of the Settlement and the terms of this Agreement without amendment or revision; (b) entry by the Court of the Bar Order in the SEC Action in exactly the form attached hereto as Exhibit C, with no revisions, additions, deletions, or amendment (except that the blanks in the form may be filled in as appropriate by the Court); (c) entry by the Court of the Judgment and Bar Order in the Committee Litigation in exactly the form attached hereto as Exhibit D, with no revisions, additions, deletions, or amendment (except that the blanks in the form may be filled in as appropriate by the Court); and (d) all such approvals and orders becoming Final, pursuant to Paragraphs 9 and 10 of this Agreement. If the Court does not provide the approvals described in (a); if the Court refuses to enter the bar orders

described in (b) or (c); or if the final result of any appeal from the approvals and orders described in (a), (b), or (c) is that any of the approvals or orders are not affirmed, in their entirety and without modification or limitation, then any Party has the right to withdraw its agreement to the Settlement and to this Agreement. In the event that any Party withdraws its agreement to the Settlement or this Agreement as allowed in this paragraph, this Agreement will be null and void and of no further effect whatsoever, shall not be admissible in any ongoing or future proceedings for any purpose whatsoever, and shall not be the subject or basis for any claims by any Party against any other Party. If any Party withdraws from this Agreement pursuant to the terms of this paragraph, then each Party shall be returned to such Party's respective position immediately prior to such Party's execution of the Agreement.

## VII. Distribution Plan

36. Duties: The Receiver, with the approval and guidance of the Court, shall be solely responsible for preparing, filing a motion seeking approval of, and implementing the Distribution Plan including, without limitation, receiving, managing and disbursing the Settlement Amount. The Receiver owes no duties to the BDO Entities or the BDO Released Parties in connection with the distribution of the Settlement Amount or the Distribution Plan, and if the Receiver complies with all orders issued by the Court relating to the Distribution Plan neither the BDO Entities nor the BDO Released Parties may assert any claim or cause of action against the Receiver in connection with the distribution of the Settlement Amount or the Distribution Plan. In no event will the Receiver or the Receivership Estate be liable for damages or the payment or re-payment of funds of any kind as a result of any deficiency associated with the distribution of the Settlement Amount or the Distribution Plan.

37. Distribution by Check: The Receiver must include the following statement, without alteration, on the reverse of all checks sent to Stanford Investors pursuant to the Distribution Plan, above where the endorser will sign:

> BY ENDORSING THIS CHECK, I RELEASE ALL CLAIMS, KNOWN OR NOT, AGAINST BDO USA, LLP, ITS PARTNERS AND EMPLOYEES ARISING FROM OR RELATING TO STANFORD INTERNATIONAL BANK, LTD. AND ACCEPT THIS PAYMENT IN FULL SATISFACTION THEREOF.

38. No Responsibility: The BDO Entities and the BDO Released Parties shall have no responsibility, obligation, or liability whatsoever with respect to the terms, interpretation or implementation of the Distribution Plan; the administration of the Settlement; the management, investment or disbursement of the Settlement Amount or any other funds paid or received in connection with the Settlement; the payment or withholding of Taxes that may be due or owing by the Receiver or any recipient of funds from the Settlement Payment; the determination, administration, calculation, review, or challenge of claims to the Settlement Amount, any portion of the Settlement Amount, or any other funds paid or received in connection with the Settlement or this Agreement; or any losses, attorneys' fees, expenses, vendor payments, expert payments, or other costs incurred in connection with any of the foregoing matters. As of the Settlement Effective Date, the Plaintiffs, the Plaintiffs Released Parties, the Interested Parties, and all other individuals, persons or entities Plaintiffs represent or on whose behalf Plaintiffs have been empowered to act by any court fully, finally, and forever release, relinquish, and discharge the BDO Entities and the BDO Released Parties from any and all such responsibility, obligation and liability.

## VIII. Releases, Covenant Not to Sue, and Permanent Injunction

39. Release of BDO Released Parties: As of the Settlement Effective Date, each of the Plaintiffs, including, without limitation, the Receiver on behalf of the Receivership Estate

(other than the natural persons listed in Paragraph 22 of this Agreement), fully, finally, and forever release, relinquish, and discharge, with prejudice, all Settled Claims against the BDO Entities and the BDO Released Parties.

40. Release of Plaintiffs Released Parties: As of the Settlement Effective Date, the BDO Entities fully, finally, and forever release, relinquish, and discharge, with prejudice, all Settled Claims against Plaintiffs Released Parties.

41. No Release of Obligations Under Agreement: Notwithstanding anything to the contrary in this Agreement, the releases in the two foregoing paragraphs do not release the Parties' rights and obligations under this Agreement or the Settlement nor bar the Parties from enforcing or effectuating this Agreement or the Settlement.

42. Covenant Not to Sue: Effective as of the Agreement Date, Plaintiffs and their respective counsel covenant not to, directly or indirectly, or through a third party, institute, reinstitute, initiate, commence, maintain, continue, file, encourage, solicit, support, participate in, collaborate in, or otherwise prosecute against any of the BDO Released Parties any action, lawsuit, cause of action, claim, investigation, demand, complaint, or proceeding, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, concerning the Settled Claims, whether in a court or any other Forum. Effective as of the Agreement Date, the BDO Entities and their respective counsel covenant not to, directly or indirectly, or through a third party, institute, reinstitute, initiate, commence, maintain, continue, file, encourage, solicit, support, participate in, collaborate in, or otherwise prosecute against any of the Plaintiffs Released Parties any action, lawsuit, cause of action, claim, investigation, demand, complaint, or proceeding, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, concerning the Settled Claims, whether

in a court or any other Forum. Notwithstanding the foregoing, however, the Parties retain the right to sue for alleged breaches of this Agreement.

## IX. Dismissals

43. It shall be a condition precedent to BDO USA paying or releasing any amount of the Settlement Amount to the Receiver, including any funds deposited in the Escrow Account as required by Paragraph 26 of this Agreement, that the Investor Litigation be dismissed with prejudice, with the Parties paying their own fees and costs.

## X. Representations and Warranties

44. No Assignment, Encumbrance, or Transfer: The Plaintiffs, other than the Receiver, represent and warrant that they are the owners of the Settled Claims and that they have not, in whole or in part, assigned, encumbered, sold, pledged as security, or in any manner transferred or compromised the Settled Claims against the BDO Entities and the BDO Released Parties. The Receiver represents and warrants that, other than assigning the Settled Claims against the BDO Entities to the Committee, he has not, in whole or in part, assigned, encumbered, sold, pledged as security, or in any manner transferred or compromised the Settled Claims against the BDO Entities and the BDO Released Parties.

45. Authority: Each person executing this Agreement or any related documents represents and warrants that he or she has the full authority to execute the documents on behalf of the entity each represents and that they have the authority to take appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms. The Committee represents and warrants that the Committee has approved this Agreement in accordance with the by-laws of the Committee.

## XI. No Admission of Fault or Wrongdoing

46. The Settlement, this Agreement, and the negotiation thereof shall in no way constitute, be construed as, or be evidence of an admission or concession of any violation of any statute or law; of any fault, liability or wrongdoing; or of any infirmity in the claims or defenses of the Parties with regard to any of the complaints, claims, allegations or defenses asserted or that could have been asserted in the Investor Litigation, the Committee Litigation, or any other proceeding in any Forum. The Settlement and this Agreement are a resolution of disputed claims in order to avoid the risk and expense of protracted litigation. The Settlement, this Agreement, and evidence thereof shall not be used, directly or indirectly, in any way, in the Investor Litigation, the Committee Litigation, the SEC Action, or in any other proceeding, other than to enforce the terms of the Settlement and this Agreement.

## XII. Confidentiality

47. Confidentiality: Except as necessary to obtain Court approval of this Agreement, to provide the Notices as required by this Agreement, or to enforce the terms of the Settlement and this Agreement, the Parties will keep confidential and shall not publish, communicate, or otherwise disclose, directly or indirectly, in any manner whatsoever, Confidential Information to any Person except that (i) a Party may disclose Confidential Information pursuant to a legal, professional, or regulatory obligation; court order; or lawfully issued subpoena, but only after providing prompt notice to the other Parties so that, to the extent practicable, each Party has the time and opportunity, before disclosure of any Confidential Information, to seek and obtain a protective order preventing or limiting disclosure; and (ii) a Party may disclose Confidential Information based on specific written consent from each of the other Parties. Notwithstanding anything else in this Agreement or otherwise, such consent may be transmitted by e-mail.

**XIII. Miscellaneous**

48. Final and Complete Resolution: The Parties intend this Agreement and the Settlement to be and constitute a final, complete, and worldwide resolution of all matters and disputes between (1) the Plaintiffs Released Parties, and the Interested Parties, on the one hand, and (2) the BDO Released Parties, on the other hand, and this Agreement, including its exhibits, shall be interpreted to effectuate this purpose. The Parties agree not to assert in any Forum that the other Party violated Rule 11 of the Federal Rules of Civil Procedure, or litigated, negotiated, or otherwise engaged in conduct in bad faith or without a reasonable basis in connection with the Investor Litigation, the Committee Litigation, the Settlement or this Agreement.

49. Binding Agreement: As of the Agreement Date, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. No Party may assign any of its rights or obligations under this Agreement without the express written consent of the other Parties.

50. Incorporation of Recitals: The Recitals contained in this Agreement are essential terms of this Agreement and are incorporated herein for all purposes.

51. Disclaimer of Reliance: The Parties represent and acknowledge that in negotiating and entering into the Settlement and this Agreement they have not relied on, and have not been induced by, any representation, warranty, statement, estimate, communication, or information, of any nature whatsoever, whether written or oral, by, on behalf of, or concerning any Party, any agent of any Party, or otherwise, except as expressly set forth in this Agreement. To the contrary, each of the Parties affirmatively represents and acknowledges that the Party is relying solely on the express terms contained within this Agreement. The Parties have each consulted with legal counsel and advisors, have considered the advantages and disadvantages of entering into the

Settlement and this Agreement, and have relied solely on their own judgment and advice of their respective legal counsel in negotiating and entering into the Settlement and this Agreement.

52. Third-Party Beneficiaries: This Agreement is not intended to and does not create rights enforceable by any Person other than the Parties (or their respective heirs, executors, administrators, successors, and assigns, as provided in Paragraph 49 of this Agreement), except as necessary to effect and enforce the releases and covenants not to sue included herein.

53. Negotiation, Drafting, and Construction: The Parties agree and acknowledge that they each have reviewed and cooperated in the preparation of this Agreement, that no Party should or shall be deemed the drafter of this Agreement or any provision hereof, and that any rule, presumption, or burden of proof that would construe this Agreement, any ambiguity, or any other matter, against the drafter shall not apply and is waived. The Parties are entering into this Agreement freely, after good faith, arm's-length negotiation, with the advice of counsel, and in the absence of coercion, duress, and undue influence. The titles and headings in this Agreement are for convenience only, are not part of this Agreement, and shall not bear on the meaning of this Agreement. The words "include," "includes," or "including" shall be deemed to be followed by the words "without limitation." The words "and" and "or" shall be interpreted broadly to have the most inclusive meaning, regardless of any conjunctive or disjunctive tense. Words in the masculine, feminine, or neuter gender shall include any gender. The singular shall include the plural and vice versa. "Any" shall be understood to include and encompass "all," and "all" shall be understood to include and encompass "any."

54. Cooperation: The Parties agree to execute any additional documents reasonably neeessary to finalize and carry out the terms of this Agreement. In the event a third party or any Person other than a Party at any time challenges any term of this Agreement or the Settlement,

including the Bar Order and the Judgment and Bar Order, the Parties agree to cooperate with each other, including using reasonable efforts to make documents or personnel available as needed to defend any such challenge. Further, the Parties shall reasonably cooperate to defend and enforce each of the orders required under Paragraph 9 of this Agreement.

55. Notice: Any notices, documents, or correspondence of any nature required to be sent pursuant to this Agreement shall be transmitted by both e-mail and overnight delivery to the following recipients, and will be deemed transmitted upon receipt by the overnight delivery service.

If to the BDO Entities:

BDO USA LLP Office of the General Counsel
135 West 50th Street, 23rd Floor
New York, NY 10020
Telephone: 212-855-2001
Fax: 212-885-8116

and

Michael S. Poulos
DLA Piper LLP (US)
203 N. LaSalle St., Suite 1900
Chicago, Illinois 60601-1293
Telephone: 312-368-4000
Fax: 312-236-7516
E-mail: michael.poulos@dlapiper.com

and

James R. Nelson
E-mail: jr.nelson@dlapiper.com
Karl G. Dial
E-mail: karl.dial@dlapiper.com
DLA Piper LLP (US)
1717 Main Street, Suite 4600
Dallas, Texas 75201
Telephone: 214-743-4500
Fax: 214-743-4545

If to Plaintiffs:

Douglas J. Buncher
Neligan Foley LLP
325 N. St. Paul, Suite 3600
Dallas, TX 75201
Telephone: 214-840-5320
Fax: 214-840-5301
E-mail: dbuncher@neliganlaw.com

and

John J. Little
Little Pedersen Fankhauser LLP
901 Main Street, Suite 4110
Dallas, Texas 75202
214.573.2307
214.573.2323 fax
E-mail: jlittle@lpf-law.com

and

Ralph Janvey
2100 Ross Ave
Suite 2600
Dallas, TX 75201
E-mail: rjanvey@jkjllp.com

and

Kevin Sadler
Baker Botts
1001 Page Mill Road
Building One, Suite 200
Palo Alto, California 94304-1007
E-mail: kevin.sadler@bakerbotts.com

Each Party shall provide notice of any change to the service information set forth above to all other Parties by the means set forth in this paragraph.

56. Choice of Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts executed in and to be

performed in that jurisdiction, without regard to the choice of law principles of Texas or any other jurisdiction.

57. Mandatory, Exclusive Forum Selection Clause: Any dispute, controversy, or claim arising out of or related to the Settlement or this Agreement, including breach, interpretation, effect, or validity of this Agreement, whether arising in contract, tort, or otherwise, shall be brought exclusively in the United States District Court for the Northern District of Texas. With respect to any such action, the Parties irrevocably stipulate and consent to personal and subject matter jurisdiction and venue in such court, and waive any argument that such court is inconvenient, improper, or otherwise an inappropriate forum.

58. United States Currency: All dollar amounts in this Agreement are expressed in United States dollars.

59. Timing: If any deadline imposed by this Agreement falls on a non-business day, then the deadline is extended until the next business day.

60. Waiver: The waiver by a Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

61. Exhibits: The exhibits annexed to this Agreement are incorporated by reference as though fully set forth in this Agreement.

62. Integration and Modification: This Agreement sets forth the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, and communications, whether oral or written, with respect to such subject matter. Neither this Agreement, nor any provision or term of this Agreement, may be amended, modified, revoked, supplemented, waived, or otherwise changed except by a writing signed by all of the Parties.

63. Agreed Changes: Notwithstanding any other provision of this Agreement, the Parties may consent, but are not obligated to consent, to changes made by the Court to the Scheduling Order, the Notice, the Bar Order, the Judgment and Bar Order, or other filings. Any such consent must be in writing and signed by all Parties or must be agreed to by all Parties on the record in open court.

64. Counterparts: This Agreement may be executed in one or more counterparts, each of which for all purposes shall be deemed an original but all of which taken together shall constitute one and the same instrument.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS HEREOF, the Parties have executed this Agreement signifying their agreement to the foregoing terms.

Ralph Janvey, in his capacity as the Receiver for the Stanford Receivership Estate

Ralph S. Janvey 5/4/15
Date

John J. Little, in his capacity as Examiner

_____
Date

Official Stanford Investors Committee

_____
By: John J. Little, Chairperson Date

_____
Pam Reed Date

_____
Philip Wilkinson Date

IN WITNESS HEREOF, the Parties have executed this Agreement signifying their agreement to the foregoing terms.

Ralph Janvey, in his capacity as the Receiver for the Stanford Receivership Estate

_____
Date

John J. Little, in his capacity as Examiner

May 1, 2015
_____
Date

Official Stanford Investors Committee

May 1, 2015
_____
By: John J. Little, Chairperson Date

_____
Pam Reed Date

_____
Philip Wilkinson Date

IN WITNESS HEREOF, the Parties have executed this Agreement signifying their agreement to the foregoing terms.

Ralph Janvey, in his capacity as the Receiver for the Stanford Receivership Estate

_____
Date

John J. Little, in his capacity as Examiner

_____
Date

Official Stanford Investors Committee

_____
By: John J. Little, Chairperson Date

Pam Reed 03 May 2015
Pam Reed Date

_____
Philip Wilkinson Date

IN WITNESS HEREOF, the Parties have executed this Agreement signifying their agreement to the foregoing terms.

Ralph Janvey, in his capacity as the Receiver for the Stanford Receivership Estate

_____ Date

John J. Little, in his capacity as Examiner

_____ Date

Official Stanford Investors Committee

_____

By: John J. Little, Chairperson Date

_____

Pam Reed Date

5-4-15

Philip Wilkinson Date

BDO USA, LLP

By: Wayne Berson Date 5/15/15
Title: CEO

BDO International Ltd.

By: Date
Title:

BDO Global Coordination, B.V.

By: Date
Title:

Brussels Worldwide Services BVBA

By: Date
Title:

BDO USA, LLP

By: Date
Title:

BDO International Ltd.

By: Martin van Roekel Date
Title: Chief Executive Officer
BDO International Limited

BDO Global Coordination, B.V.

By: MARTIN VAN ROEKEL Date
Title: DIRECTOR

Brussels Worldwide Services BVBA

By: Date
Title: Head of Legal Department
Brussels Worldwide Services BVBA

**ASSIGNMENT**

By this agreement made by and between RALPH S. JANVEY (The "Receiver"), in his capacity as COURT APPOINTED RECEIVER FOR THE STANFORD INTERNATIONAL BANK, L.T.D., STANFORD GROUP COMPANY, STANFORD CAPITAL MANAGEMENT, LLC, ALLEN STANFORD, JAMES M. DAVIS, LAURA PENDERGEST-HOLT, STANFORD FINANCIAL GROUP, THE STANFORD FINANCIAL GROUP BLDG., INC., and all other entities now or previously owned or controlled by the foregoing persons and entities, including, but not limited to Stanford Trust Company, Stanford Fiduciary Investor Services, SFGGM and SEGC ("The Stanford Entities"), and The OFFICIAL STANFORD INVESTORS COMMITTEE, which was formed pursuant to the August 10, 2010 Order of the Court in Case No. 3:09-cv-0298-N, Doc. 1149 (the "Committee Order"), respectively, the parties agree as follows:

1. For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Receiver, to the extent not prohibited by law, does hereby irrevocably transfer, convey and assign to the Official Stanford Investors Committee any and all assignable claims and causes of action existing under applicable law that the Receiver might own against BDO SEIDMAN and its Affiliates, including but not limited to BDO USA, LLP, BDO INTERNATIONAL LTD., BDO GLOBAL COORDINATION B.V., and BRUSSELS WORLDWIDE SERVICES BVBA, including but not limited to claims for negligence, fraudulent transfer, and participation/aiding and abetting breach of fiduciary duty owed to the Stanford Entities by said entities' respective former Directors and Officers, and aiding and abetting or conspiracy to commit fraud, conversion and/or fraudulent

transfer. The Receiver specifically retains no portion of these causes of action he might have against the aforementioned and listed persons and entities.

2. The Receiver specifically agrees that The Official Stanford Investors Committee may file any and all causes of action based upon the assignment herein in its own name but not in the name of the Receiver. The Receiver further assigns to The Official Stanford Investors Committee an irrevocable power of attorney to act for and on his behalf in connection with the prosecution of any cause of action assigned herein.

3. Notwithstanding any other provision herein, this assignment is intended to be consistent with and pursuant to the terms of the Committee Order and the letter agreement between the Receiver and the Official Stanford Investors Committee dated December 16, 2010. To the extent this agreement is inconsistent with said Committee Order or letter agreement, the Committee Order and letter agreement will control.

Dated: February 27, 2012

Ralph S. Janvey, as Receiver

Edward C. Snyder
*Attorney for The Official Stanford Investors Committee*



**Exhibit A**
**APP 0034**

Official Office Use Only

[redacted]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SEC v. Stanford International Bank, Ltd., ET AL.
Case No. 3:09-CV-0298-N

PROOF OF CLAIM FORM

Please Type or Print in the Boxes Below
Do NOT use Red Ink, Pencil, or Staples

Must Be Postmarked
No Later Than
_____, ____

**STANFORD**

**PART I: CLAIMANT IDENTIFICATION**

Last Name | M.I. | First Name

○ IRA

Company Name or Custodian Name if an IRA

Account# | Date of Birth M M D D Y Y Y Y

Social Security Number — — or Taxpayer Identification Number —

Telephone Number (Work) — — Telephone Number (Home) — —

Email Address

**MAILING INFORMATION**

Address

Address

City | State | Zip Code

Foreign Province | Foreign Postal Code | Foreign Country Name/Abbreviation

| For Claims Processing Only | CH | CH | ○ ATP ○ KB | ○ FB ○ DE ○ EM | ○ FL ○ ME ○ ND | ○ OF ○ RE ○ SR | M M / D D / Y Y Y Y | For Claims Processing Only |
|---|---|---|---|---|---|---|---|---|

3

PART II. STANFORD RECEIVERSHIP ENTITIES

Please identify, by filling the appropriate circle, the Stanford Entity against whom this claim is asserted:

STANFORD ENTITIES:

- ○ A: Stanford International Bank, Ltd.
- ○ B: Stanford Group Company
- ○ C: Stanford Capital Management, LLC
- ○ D: Stanford Trust Company
- ○ E: Stanford Financial Group Company
- ○ F: Stanford Coins & Bullion, Inc.
- ○ G: Other (Please see www.stanfordfinancialclaims.com for a complete list of Stanford Entities)

PART III. TYPE OF CLAIM

Please select one claim type from the below options by filling in the appropriate circle.
(Note: A separate Proof of Claim must be submitted for each claim type).

TYPE OF CLAIM:

- ○ A: Stanford International Bank, Ltd. CD Claim
- ○ B: Other Stanford International Bank Claim
- ○ C: Coin & Bullion Claim
- ○ D: Partnership Claim
- ○ E: Brokerage Account Claim
- ○ F: Stanford Development Company Claim
- ○ H: Services Claim
- ○ I: Real Estate Claim
- ○ J: Loan Claim
- ○ K: Tax Claim
- ○ L: Employment Compensation Claim (fill out below)

Unpaid compensation for services performed from:

M M / D D / Y Y Y Y to M M / D D / Y Y Y Y

- ○ M: Other Claim: _____
  (Please describe or attach pages to additional information)

SECURED CLAIM:

○ Secured Party. Mark the circle if you contend your claim is subject to a security interest. Attach copies of all documents that evidence the claim of secured status, including promissory notes, mortgages, security agreements, and evidence of perfection of lien.

ASSERTED VALUE OF COLLATERAL:

$ . 00

DESCRIPTION OF COLLATERAL:

If Court Judgment, Date Obtained: M M / D D / Y Y Y Y

If Legal Action Pending, Date Commenced, Court Name, and Case No.: M M / D D / Y Y Y Y

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**INVESTMENTS / TRANSACTIONS /OTHER CLAIM AMOUNT**

| | Transaction Date(s) (List Chronologically) M M / D D / Y Y Y Y | Transaction Amount $ . 00 |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

**RETURN OF INVESTMENT / PROCEEDS / OR OTHER CREDIT**

| | Transaction Date(s) (List Chronologically) M M / D D / Y Y Y Y | Transaction Amount $ . 00 |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

**TOTAL AMOUNT OF CLAIM:**

$ . 00

Please completely fill in the circle below if the question applies.

○ Were you ever an employee, officer or director of a receivership entity? If so, please identify the receivership entity and provide the dates of your employment or work, your title and your responsibilities:

Please completely fill in the circle below if the question applies.

○ Are you now or were you ever related to any person who worked for or with a receivership? If so, please identify the person to whom you are/were related and describe the relationship:

*If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.*
YOU MUST READ AND SIGN THE RELEASE ON PAGE 6. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

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## PART IV. DECLARATIONS & SIGNATURE

SUPPORTING DOCUMENTATION: Please attach to your Proof of Claim Form only documents that support your Proof of Claim Forms. Such documentation may include, but is not limited to: copies of personal checks, cashiers checks, wire transfer advices, Stanford International Bank, Ltd. account statements and other documents evidencing the investment or payment of funds; a copy of your Stanford International Bank, Ltd. certificate of deposit, and any written contract or agreement made in connection with any investment in or with any Receivership Entity; a chronological accounting of all money received by the Claimant from any Receivership Entity or the Receiver, whether such payments are denominated as the return of principal, interest, commissions, finder's fee, sponsor payments, or otherwise; copies of all documentation and records reflecting or regarding any withdrawals ever made by or payments received by the Claimant from any Receivership Entity or the Receiver; copies of all agreements, promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, evidence of perfection of lien; and other documents evidencing the amount and basis of the Claim. DO NOT SEND ORIGINAL DOCUMENTS. If such documentation is not available, please attach an explanation of why the documents are unavailable.

Please do not submit the following types of materials with a Proof of Claim Forms unless requested by the Receiver or his Claims Agent: (1) marketing brochures and other marketing materials received from Receivership Entities; (2) routine or form correspondence received from Receivership Entities; (3) copies of pleadings on file in any case involving the Receiver or the Receivership Entities; and (4) other documents received from Receivership Entities that do not reflect Claimant specific information concerning the existence or value of a Claim.

VERIFICATION OF CLAIMS: All Proof of Claim Forms submitted are subject to verification by the Receiver and approval by the Court. It is important to provide complete and accurate information to facilitate this effort. Claimants may be asked to supply additional information to complete this process

CONSENT TO JURISDICTION: By submitting your Proof of Claim Form, you consent to the jurisdiction of the United States District Court for the Northern District of Texas for all purposes and agree to be bound by its decisions, including, without limitation, a determination as to the validity and amount of any claims asserted against the Receivership Entities. In submitting your Proof of Claim Form, you agree to be bound by the actions of the United States District Court for the Northern District of Texas even if that means your claim is limited or denied.

_____ _____

(Sign your name here) (Date)

_____

(Type or print your name here)

_____

(Capacity of person(s) signing, e.g., Beneficial Purchaser or Acquirer, Executor or Administrator)

Submit your Proof of Claim Form and supporting documentation to the Receiver's Claims Agent: (1) electronically online at www.stanfordfinancialclaims.com; (2) By email at info@stanfordfinancialclaims.com; (3) by mail to Stanford Financial Claims, P.O. Box 990, Corte Madera, CA 94976-0990; (4) by courier service or hand delivery to Stanford Financial Claims, 3301 Kerner Blvd, San Rafael, CA 94912; or (5) by facsimile or by telecopy to 415-258-9639.

Reminder Checklist:

1. Please sign the above declaration.
2. Remember to attach supporting documentation, if available.
3. Keep a copy of your claim form and all supporting documentation for your records.
4. If you move, please send the Claims Agent your new address.

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF TEXAS**
**DALLAS DIVISION**

| | | |
|---|---|---|
| SECURITIES AND EXCHANGE COMMISSION, | § | |
| Plaintiff, | § | |
| v. | § | Civil Action No. 3:09-CV-0298-N |
| STANFORD INTERNATIONAL BANK, LTD., *et al.*, | § | |
| Defendants. | § | |

**FINAL BAR ORDER**

Before the Court is the Expedited Request for Entry of Scheduling Order and Motion to Approve Proposed Settlement with BDO USA, LLP, to Approve the Proposed Notice of Settlement with BDO USA, LLP, to Enter the Bar Order, to Enter the Final Judgment and Bar Order, and for Plaintiffs' Attorneys' Fees (the "Motion") of Ralph S. Janvey, the Receiver for the Receivership Estate (the "Receiver"); the Court-appointed Official Stanford Investors Committee (the "Committee"), as a party to this action and as plaintiff in *The Official Stanford Investors Committee v. BDO USA, LLP, et al.*, Civil Action No. 3:12-cv-01447-N (the "Committee Litigation"); and Phillip A. Wilkinson and Pam Reed (the "Investor Plaintiffs"), the plaintiffs in *Philip Wilkinson, et al. v. BDO USA, LLP, et al.*, Civil Action No. 3:11-CV-01115-N (the "Investor Litigation") (collectively, the Committee and the Investor Plaintiffs are the "Plaintiffs"). [ECF No. ____]. The Motion concerns a proposed settlement (the "BDO Settlement") among and between the Plaintiffs, the Receiver, and BDO USA, LLP and other BDO entities[1] (the "BDO Entities") as defendants in the Committee Litigation and the Investor

[1] BDO International Ltd. ("BDO International"), BDO Global Coordination, B.V. ("BDO Global"), and Brussels Worldwide Services BVBA ("Brussels Worldwide").

Litigation. The Court-appointed Examiner signed the BDO Settlement Agreement[2] as chair of the Committee, and as Examiner solely to evidence his support and approval of the settlement and to confirm his obligations to post the Notice on his website, but is not otherwise individually a party to the BDO Settlement, the Committee Litigation, or the Investor Litigation.

Following notice and a hearing, and having considered the filings and heard the arguments of counsel, the Court hereby GRANTS the Motion.

## I. INTRODUCTION

The Investor Litigation, the Committee Litigation, and this case all arise from a series of events leading to the collapse of Stanford International Bank, Ltd. ("SIBL"). On February 17, 2009, this Court appointed Ralph S. Janvey to be the Receiver for SIBL and related parties (the "Stanford Entities"). [ECF No. 10]. After years of diligent investigation, the Plaintiffs believe that they have identified claims against a number of third parties, including the BDO Entities, that Plaintiffs claim enabled the Stanford Ponzi scheme. In the Investor Litigation, the Investor Plaintiffs allege, *inter alia*, that the BDO Entities aided and abetted violations of the Texas Securities Act, participated in or aided and abetted breaches of fiduciary duties, and aided and abetted or participated in a fraudulent scheme and a conspiracy. In the Committee Litigation, the Committee alleges, *inter alia*, that the BDO Entities breached professional duties; aided, abetted or participated in breaches of fiduciary duty; aided, abetted or participated in a fraudulent scheme; and aided, abetted or participated in fraudulent transfers.

Lengthy, multiparty negotiations followed the retention of Neligan Foley, LLP as lead counsel for the Committee in the Committee Litigation. In these negotiations, potential victims

[2] The "BDO Settlement Agreement" refers to the Settlement Agreement that is attached as Exhibit 1 of the Appendix to the Motion.

of the Stanford Ponzi scheme were well-represented. The Investor Plaintiffs, the Committee—which the Court appointed to "represent[] in this case and related matters" the "customers of SIBL who, as of February 16, 2009, had funds on deposit at SIBL and/or were holding certificates of deposit issued by SIBL (the 'Stanford Investors')" (ECF No. 1149)—the Receiver, and the Examiner—who the Court appointed to advocate on behalf of "investors in any financial products, accounts, vehicles or ventures sponsored, promoted or sold by any Defendant in this action" (ECF No. 322)—all participated in the extensive, arm's-length negotiations that ultimately resulted in the BDO Settlement and BDO Settlement Agreement. Although the parties reached an agreement-in-principle at a mediation with the retired Honorable Layn R. Phillips in August 2014, it took more than eight months of continued efforts to negotiate and document the terms of the BDO Settlement Agreement. The parties executed the BDO Settlement Agreement on May __, 2015.

Under the terms of the BDO Settlement, the BDO Entities will pay $40 million to the Receivership Estate, which (less attorneys' fees and expenses) will be distributed to Stanford Investors. In return, the BDO Entities seek global peace with respect to all claims that have been asserted, or could have been asserted, against the BDO Entities arising out of the events leading to these proceedings. Accordingly, the BDO Settlement is conditioned on the Court's approval and entry of this Final Bar Order enjoining Interested Parties from asserting or prosecuting claims against the BDO Released Parties.

On May __, 2015, the Receiver and the Committee filed the Motion. [ECF No. ____]. The Court thereafter entered a Scheduling Order on May __, 2015 [ECF No. ____], which, *inter alia*, authorized the Receiver to provide notice of the BDO Settlement, established a briefing schedule on the Motion, and set the date for a hearing. On _____, 2015, the Court held the



**Exhibit C**
**APP 0041**

scheduled hearing. For the reasons set forth herein, the Court finds that the terms of the BDO Settlement Agreement are adequate, fair, reasonable, and equitable, and that the BDO Settlement should be and is hereby **APPROVED**. The Court further finds that entry of this Final Bar Order is appropriate.

**II. ORDER**

It is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

1. Terms used in this Final Bar Order that are defined in the BDO Settlement Agreement, unless expressly otherwise defined herein, have the same meaning as in the BDO Settlement Agreement.

2. The Court has "broad powers and wide discretion to determine the appropriate relief in [this] equity receivership," including the authority to enter the Final Bar Order. *SEC v. Kaleta*, 530 F. App'x 360, 362 (5th Cir. 2013) (internal quotations omitted). Moreover, the Court has jurisdiction over the subject-matter of this action and the Receiver and the Committee are proper parties to seek entry of this Final Bar Order.

3. The Court finds that the methodology, form, content and dissemination of the Notice: (i) were implemented in accordance with the requirements of the Scheduling Order; (ii) constituted the best practicable notice; (iii) were reasonably calculated, under the circumstances, to apprise all Interested Parties of the BDO Settlement, the releases therein, and the injunctions provided for in this Final Bar Order and in the Final Judgment and Bar Order to be entered in the Committee Litigation; (iv) were reasonably calculated, under the circumstances, to apprise all Interested Parties of the right to object to the BDO Settlement, this Final Bar Order, and the Final Judgment and Bar Order to be entered in the Committee Litigation, and to appear at the Final Approval Hearing; (v) were reasonable and constituted due, adequate, and sufficient notice; (vi)

met all applicable requirements of law, including, without limitation, the Federal Rules of Civil Procedure, the United States Constitution (including Due Process), and the Rules of the Court; and (vii) provided to all Persons a full and fair opportunity to be heard on these matters.

4. The Court finds that the BDO Settlement was reached following an extensive investigation of the facts and resulted from vigorous, good faith, arm's-length, mediated negotiations involving experienced and competent counsel. The claims asserted against the BDO Entities contain complex and novel issues of law and fact that would require a substantial amount of time and expense to litigate, with a significant risk that Plaintiffs may not ultimately prevail on their claims. By the same token, it is clear that the BDO Entities would never agree to the terms of the BDO Settlement unless they were assured of "total peace" with respect to all claims that have been, or could be, asserted arising from their relationship with the Stanford Entities. The injunction against such claims is therefore a necessary and appropriate order ancillary to the relief obtained for victims of the Stanford Ponzi scheme pursuant to the BDO Settlement. *See Kaleta*, 530 F. App'x at 362 (entering bar order and injunction against investor claims as "ancillary relief" to a settlement in an SEC receivership proceeding).

5. Pursuant to the BDO Settlement Agreement and upon motion by the Receiver, this Court will approve a Distribution Plan that will fairly and reasonably distribute the net proceeds of the BDO Settlement to Stanford Investors who have claims approved by the Receiver. The Court finds that the Receiver's claims process and the Distribution Plan contemplated in the BDO Settlement Agreement have been designed to ensure that all Stanford Investors have received an opportunity to pursue their claims through the Receiver's claims process previously approved by the Court (ECF No. 1584) and the process for submitting

Outstanding Claims pursuant to the BDO Settlement Agreement, subject to review and determination by the Receiver.

6. The Court further finds that the Parties and their counsel have at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure.

7. Accordingly, the Court finds that the BDO Settlement is, in all respects, fair, reasonable, and adequate, and in the best interests of all Persons claiming an interest in, having authority over, or asserting a claim against the BDO Entities, the Stanford Entities or the Receivership Estate, including but not limited to the Plaintiffs, the Claimants, the Stanford Investors, the Interested Parties, the Receiver, and the Committee. The BDO Settlement, the terms of which are set forth in the BDO Settlement Agreement, is hereby fully and finally approved. The Parties are directed to implement and consummate the BDO Settlement in accordance with the terms and provisions of the BDO Settlement Agreement and this Final Bar Order.

8. Pursuant to the provisions of Paragraph 39 of the BDO Settlement Agreement, as of the Settlement Effective Date, the BDO Released Parties shall be completely released, acquitted, and forever discharged from any action, cause of action, suit, liability, claim, right of action, or demand whatsoever, whether or not currently asserted, known, suspected, existing, or discoverable, and whether based on federal law, state law, foreign law, common law, or otherwise, and whether based on contract, tort, statute, law, equity or otherwise, that the Investor Plaintiffs; the Receiver; the Receivership Estate; the Committee; the Claimants; and the Persons, entities and interests represented by those Parties ever had, now has, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity, for, upon, arising from, relating to, or by reason of any matter, cause, or thing whatsoever, that, in full or in part,

concerns, relates to, arises out of, or is in any manner connected with (i) the Stanford Entities; (ii) any certificate of deposit, CD, depository account, or investment of any type with any one or more of the Stanford Entities; (iii) any one or more of the BDO Entities' relationship with any one or more of the Stanford Entities; (iv) the BDO Entities' provision of services to the Stanford Entities; or (v) any matter that was asserted in, could have been asserted in, or relates to the subject matter of the SEC Action, the Investor Litigation, the Committee Litigation, or any proceeding concerning the Stanford Entities pending or commenced in any Forum.

9. Pursuant to the provisions of Paragraph 40 of the BDO Settlement Agreement, as of the Settlement Effective Date, the Plaintiffs Released Parties shall be completely released, acquitted, and forever discharged from all Settled Claims by the BDO Entities.

10. Notwithstanding anything to the contrary in this Final Bar Order, the foregoing releases do not release the Parties' rights and obligations under the BDO Settlement or the BDO Settlement Agreement or bar the Parties from enforcing or effectuating the terms of the BDO Settlement or the BDO Settlement Agreement. Further, the foregoing releases do not bar or release any claims, including but not limited to the Settled Claims, that the BDO Entities may have against any BDO Released Party, including but not limited to its insurers, reinsurers, employees and agents.

11. The Court hereby permanently bars, restrains and enjoins the Receiver, the Plaintiffs, the Claimants, the Interested Parties, and all other Persons or entities, whether acting in concert with the foregoing or claiming by, through, or under the foregoing, or otherwise, all and individually, from directly, indirectly, or through a third party, instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, or otherwise prosecuting, against any of the BDO

Entities or any of the BDO Released Parties, any action, lawsuit, cause of action, claim, investigation, demand, complaint, or proceeding of any nature, including but not limited to litigation, arbitration, or other proceeding, in any Forum, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, that in any way relates to, is based upon, arises from, or is connected with the Stanford Entities; this case; the Investor Litigation; the Committee Litigation; the subject matter of this case, the Investor Litigation or the Committee Litigation; or any Settled Claim. The foregoing specifically includes any claim, however denominated, seeking contribution, indemnity, damages, or other remedy where the alleged injury to such Person, entity, or Interested Party, or the claim asserted by such Person, entity, or Interested Party, is based upon such Person's, entity's, or Interested Party's liability to any Plaintiff, Claimant, or Interested Party arising out of, relating to, or based in whole or in part upon money owed, demanded, requested, offered, paid, agreed to be paid, or required to be paid to any Plaintiff, Claimant, Interested Party, or other Person or entity, whether pursuant to a demand, judgment, claim, agreement, settlement or otherwise. Notwithstanding the foregoing, there shall be no bar of any claims, including but not limited to the Settled Claims, that the BDO Entities may have against any BDO Released Party, including but not limited to its insurers, reinsurers, employees and agents. Further, the Parties retain the right to sue for alleged breaches of the BDO Settlement Agreement.

12. Nothing in this Final Bar Order shall impair or affect or be construed to impair or affect in any way whatsoever, any right of any Person, entity, or Interested Party to claim a credit or offset, however determined or quantified, if and to the extent provided by any applicable statute, code, or rule of law, against any judgment amount, based upon the BDO Settlement or

payment of the Settlement Amount by or on behalf of the BDO Entities and the BDO Released Parties.

13. The BDO Entities and the BDO Released Parties have no responsibility, obligation, or liability whatsoever with respect to the content of the Notice; the notice process; the Distribution Plan; the implementation of the Distribution Plan; the administration of the BDO Settlement; the management, investment, disbursement, allocation, or other administration or oversight of the Settlement Amount, any other funds paid or received in connection with the BDO Settlement, or any portion thereof; the payment or withholding of Taxes; the determination, administration, calculation, review, or challenge of claims to the Settlement Amount, any portion of the Settlement Amount, or any other funds paid or received in connection with the BDO Settlement or the BDO Settlement Agreement; or any losses, attorneys' fees, expenses, vendor payments, expert payments, or other costs incurred in connection with any of the foregoing matters. No appeal, challenge, decision, or other matter concerning any subject set forth in this paragraph shall operate to terminate or cancel the BDO Settlement, the BDO Settlement Agreement or this Final Bar Order.

14. Nothing in this Final Bar Order or the Settlement Agreement and no aspect of the BDO Settlement or negotiation thereof is or shall be construed to be an admission or concession of any violation of any statute or law, of any fault, liability or wrongdoing, or of any infirmity in the claims or defenses of the Parties with regard to any of the complaints, claims, allegations or defenses in the Investor Litigation, the Committee Litigation, or any other proceeding.

15. BDO USA is hereby ordered to deliver the Settlement Amount ($40 million) as described in Paragraphs 24 – 26 of the BDO Settlement Agreement. Further, the Parties are ordered to act in conformity with all other provisions the BDO Settlement Agreement.

16. Without in any way affecting the finality of this Final Bar Order, the Court retains continuing and exclusive jurisdiction over the Parties for purposes of, among other things, the administration, interpretation, consummation, and enforcement of the BDO Settlement, the BDO Settlement Agreement, the Scheduling Order, and this Final Bar Order, including, without limitation, the injunctions, bar orders, and releases herein, and to enter orders concerning implementation of the BDO Settlement, the BDO Settlement Agreement, the Distribution Plan, and any payment of attorneys' fees and expenses to Plaintiffs' counsel.

17. The Court expressly finds and determines, pursuant to Federal Rule of Civil Procedure 54(b), that there is no just reason for any delay in the entry of this Final Bar Order, which is both final and appealable, and immediate entry by the Clerk of the Court is expressly directed.

18. This Final Bar Order shall be served by counsel for the Plaintiffs, via email, first class mail or international delivery service, on any person or entity that filed an objection to approval of the BDO Settlement, the BDO Settlement Agreement, or this Final Bar Order.

Signed on _____, 2015

_____
DAVID C. GODBEY
UNITED STATES DISTRICT JUDGE



**Exhibit C**
**APP 0048**

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF TEXAS**
**DALLAS DIVISION**

| | | |
|---|---|---|
| THE OFFICIAL STANFORD INVESTORS COMMITTEE, | § | |
| Plaintiff, | § | |
| v. | § | Civil Action No. 3:12-cv-01447-N |
| BDO USA, LLP, *et al.*, | § | |
| Defendants. | § | |

**FINAL JUDGMENT AND BAR ORDER**

Before the Court is the Expedited Request for Entry of Scheduling Order and Motion to Approve Proposed Settlement with BDO USA, LLP, to Approve the Proposed Notice of Settlement with BDO USA, LLP, to Enter the Bar Order, to Enter the Final Judgment and Bar Order, and for Plaintiffs' Attorneys' Fees (the "Motion") of the Court-appointed Official Stanford Investors Committee (the "Committee"). [ECF No. ____]. The Motion concerns a proposed settlement (the "BDO Settlement") among and between Ralph S. Janvey, the Receiver for the Stanford Receivership Estate in *SEC v. Stanford International Bank, Ltd., et al.*, Civil Action No. 3:09-CV-0298-N (the "SEC Action"); the Committee; Phillip A. Wilkinson and Pam Reed (the "Investor Plaintiffs"), as plaintiffs in *Philip Wilkinson, et al. v. BDO USA, LLP, et al.*, Civil Action No. 3:11-CV-01115-N (the "Investor Litigation") (collectively, the Committee and the Investor Plaintiffs are the "Plaintiffs"); and BDO USA, LLP and other BDO entities[1] (the "BDO Entities") as defendants in the Committee Litigation and the Investor Litigation. The

[1] BDO International Ltd. ("BDO International"), BDO Global Coordination, B.V. ("BDO Global"), and Brussels Worldwide Services BVBA ("Brussels Worldwide").

Court-appointed Examiner signed the BDO Settlement Agreement[2] as chair of the Committee, and as Examiner solely to evidence his support and approval of the settlement and to confirm his obligations to post the Notice on his website, but is not otherwise individually a party to the BDO Settlement, the Committee Litigation, or the Investor Litigation.

Following notice and a hearing, and having considered the filings and heard the arguments of counsel, the Court hereby GRANTS the Motion.

**I. INTRODUCTION**

The SEC Action, the Investor Litigation, and this case all arise from a series of events leading to the collapse of Stanford International Bank, Ltd. ("SIBL"). On February 17, 2009, this Court appointed Ralph S. Janvey to be the Receiver for SIBL and related parties (the "Stanford Entities"). [SEC Action ECF No. 10]. After years of diligent investigation, the Plaintiffs believe that they have identified claims against a number of third parties, including the BDO Entities, that Plaintiffs claim enabled the Stanford Ponzi scheme. In the Investor Litigation, the Investor Plaintiffs allege, *inter alia*, that the BDO Entities aided and abetted violations of the Texas Securities Act, participated in or aided and abetted breaches of fiduciary duties, and aided and abetted or participated in a fraudulent scheme and a conspiracy. In this case, the Committee alleges, *inter alia*, that the BDO Entities breached professional duties; aided, abetted or participated in breaches of fiduciary duty; aided, abetted or participated in a fraudulent scheme; and aided, abetted or participated in fraudulent transfers.

Lengthy, multiparty negotiations followed the retention of Neligan Foley, LLP as lead counsel for the Committee in this action. In these negotiations, potential victims of the Stanford

[2] The "BDO Settlement Agreement" refers to the Settlement Agreement that is attached as Exhibit 1 of the Appendix to the Motion.

Ponzi scheme were well-represented. The Investor Plaintiffs, the Committee—which the Court appointed to "represent[] in this case and related matters" the "customers of SIBL who, as of February 16, 2009, had funds on deposit at SIBL and/or were holding certificates of deposit issued by SIBL (the 'Stanford Investors')" (SEC Action ECF No. 1149)—the Receiver, and the Examiner—who the Court appointed to advocate on behalf of "investors in any financial products, accounts, vehicles or ventures sponsored, promoted or sold by any Defendant in this action" (SEC Action ECF No. 322)—all participated in the extensive, arm's-length negotiations that ultimately resulted in the BDO Settlement and BDO Settlement Agreement. Although the parties reached an agreement-in-principle at a mediation with the retired Honorable Layn R. Phillips in August 2014, it took more than eight months of continued efforts to negotiate and document the terms of the BDO Settlement Agreement. The parties executed the BDO Settlement Agreement on May __, 2015.

Under the terms of the BDO Settlement, the BDO Entities will pay $40 million to the Receivership Estate, which (less attorneys' fees and expenses) will be distributed to Stanford Investors. In return, the BDO Entities seek global peace with respect to all claims that have been asserted, or could have been asserted, against the BDO Entities arising out of the events leading to these proceedings. Accordingly, the BDO Settlement is conditioned on the Court's approval and entry of this Final Judgment and Bar Order enjoining Interested Parties from asserting or prosecuting claims against the BDO Released Parties.

On May __, 2015, the Committee filed the Motion. [ECF No. ____]. The Court thereafter entered a Scheduling Order on May __, 2015 [ECF No. ____], which, *inter alia*, authorized the Receiver to provide notice of the BDO Settlement, established a briefing schedule on the Motion, and set the date for a hearing. On _____, 2015, the Court held the scheduled hearing. For

the reasons set forth herein, the Court finds that the terms of the BDO Settlement Agreement are adequate, fair, reasonable, and equitable, and that the BDO Settlement should be and is hereby APPROVED. The Court further finds that entry of this Final Judgment and Bar Order is appropriate.

**II. ORDER**

It is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

1. Terms used in this Final Judgment and Bar Order that are defined in the BDO Settlement Agreement, unless expressly otherwise defined herein, have the same meaning as in the BDO Settlement Agreement.

2. As this case is related to the equitable receivership proceedings in the SEC Action, the Court has "broad powers and wide discretion to determine the appropriate relief in [this] equity receivership," including the authority to enter the Final Judgment and Bar Order. *SEC v. Kaleta*, 530 F. App'x 360, 362 (5th Cir. 2013) (internal quotations omitted). Moreover, the Court has jurisdiction over the subject matter of this action and the Receiver and the Committee are proper parties to seek entry of this Final Judgment and Bar Order.

3. The Court finds that the methodology, form, content and dissemination of the Notice: (i) were implemented in accordance with the requirements of the Scheduling Order; (ii) constituted the best practicable notice; (iii) were reasonably calculated, under the circumstances, to apprise all Interested Parties of the BDO Settlement, the releases therein, and the injunctions provided for in this Final Judgment and Bar Order and the Final Bar Order to be entered in the SEC Action; (iv) were reasonably calculated, under the circumstances, to apprise all Interested Parties of the right to object to the BDO Settlement, this Final Judgment and Bar Order, and the Final Bar Order to be entered in the SEC Action, and to appear at the Final Approval Hearing;

(v) were reasonable and constituted due, adequate, and sufficient notice; (vi) met all applicable requirements of law, including, without limitation, the Federal Rules of Civil Procedure, the United States Constitution (including Due Process), and the Rules of the Court; and (vii) provided to all Persons a full and fair opportunity to be heard on these matters.

4. The Court finds that the BDO Settlement was reached following an extensive investigation of the facts and resulted from vigorous, good faith, arm's-length, mediated negotiations involving experienced and competent counsel. The claims asserted against the BDO Entities contain complex and novel issues of law and fact that would require a substantial amount of time and expense to litigate, with a significant risk that Plaintiffs may not ultimately prevail on their claims. By the same token, it is clear that the BDO Entities would never agree to the terms of the BDO Settlement unless they were assured of "total peace" with respect to all claims that have been, or could be, asserted arising from their relationship with the Stanford Entities. The injunction against such claims is therefore a necessary and appropriate order ancillary to the relief obtained for victims of the Stanford Ponzi scheme pursuant to the BDO Settlement. *See Kaleta*, 530 F. App'x at 362 (entering bar order and injunction against investor claims as "ancillary relief" to a settlement in an SEC receivership proceeding).

5. Pursuant to the BDO Settlement Agreement and upon motion by the Receiver in the SEC Action, the Court will approve a Distribution Plan that will fairly and reasonably distribute the net proceeds of the BDO Settlement to Stanford Investors who have claims approved by the Receiver. The Court finds that the Receiver's claims process and the Distribution Plan contemplated in the BDO Settlement Agreement have been designed to ensure that all Stanford Investors have received an opportunity to pursue their claims through the Receiver's claims process previously approved by the Court (SEC Action ECF No. 1584) and

the process for submitting Outstanding Claims pursuant to the BDO Settlement Agreement, subject to review and determination by the Receiver.

6. The Court further finds that the Parties and their counsel have at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure.

7. Accordingly, the Court finds that the BDO Settlement is, in all respects, fair, reasonable, and adequate, and in the best interests of all Persons claiming an interest in, having authority over, or asserting a claim against the BDO Entities, the Stanford Entities or the Receivership Estate, including but not limited to the Plaintiffs, the Claimants, the Stanford Investors, the Interested Parties, the Receiver, and the Committee. The BDO Settlement, the terms of which are set forth in the BDO Settlement Agreement, is hereby fully and finally approved. The Parties are directed to implement and consummate the BDO Settlement in accordance with the terms and provisions of the BDO Settlement Agreement and this Final Judgment and Bar Order.

8. Pursuant to the provisions of Paragraph 39 of the BDO Settlement Agreement, as of the Settlement Effective Date, the BDO Released Parties shall be completely released, acquitted, and forever discharged from any action, cause of action, suit, liability, claim, right of action, or demand whatsoever, whether or not currently asserted, known, suspected, existing, or discoverable, and whether based on federal law, state law, foreign law, common law, or otherwise, and whether based on contract, tort, statute, law, equity or otherwise, that the Investor Plaintiffs; the Receiver; the Receivership Estate; the Committee; the Claimants; and the Persons, entities and interests represented by those Parties ever had, now has, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity, for, upon, arising from, relating to, or by reason of any matter, cause, or thing whatsoever, that, in full or in part,

concerns, relates to, arises out of, or is in any manner connected with (i) the Stanford Entities; (ii) any certificate of deposit, CD, depository account, or investment of any type with any one or more of the Stanford Entities; (iii) any one or more of the BDO Entities' relationship with any one or more of the Stanford Entities; (iv) the BDO Entities' provision of services to the Stanford Entities; or (v) any matter that was asserted in, could have been asserted in, or relates to the subject matter of the SEC Action, the Investor Litigation, the Committee Litigation, or any proceeding concerning the Stanford Entities pending or commenced in any Forum.

9. Pursuant to the provisions of Paragraph 40 of the BDO Settlement Agreement, as of the Settlement Effective Date, the Plaintiffs Released Parties shall be completely released, acquitted, and forever discharged from all Settled Claims by the BDO Entities.

10. Notwithstanding anything to the contrary in this Final Judgment and Bar Order, the foregoing releases do not release the Parties' rights and obligations under the BDO Settlement or the BDO Settlement Agreement or bar the Parties from enforcing or effectuating the terms of the BDO Settlement or the BDO Settlement Agreement. Further, the foregoing releases do not bar or release any claims, including but not limited to the Settled Claims, that the BDO Entities may have against any BDO Released Party, including but not limited to its insurers, reinsurers, employees and agents.

11. The Court hereby permanently bars, restrains and enjoins the Receiver, the Plaintiffs, the Claimants, the Interested Parties, and all other Persons or entities, whether acting in concert with the foregoing or claiming by, through, or under the foregoing, or otherwise, all and individually, from directly, indirectly, or through a third party, instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, or otherwise prosecuting, against any of the BDO

Entities or any of the BDO Released Parties, any action, lawsuit, cause of action, claim, investigation, demand, complaint, or proceeding of any nature, including but not limited to litigation, arbitration, or other proceeding, in any Forum, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, that in any way relates to, is based upon, arises from, or is connected with the Stanford Entities; this case; the SEC Action; the Investor Litigation; the subject matter of this case, the SEC Action or the Investor Litigation; or any Settled Claim. The foregoing specifically includes any claim, however denominated, seeking contribution, indemnity, damages, or other remedy where the alleged injury to such Person, entity, or Interested Party, or the claim asserted by such Person, entity, or Interested Party, is based upon such Person's, entity's, or Interested Party's liability to any Plaintiff, Claimant, or Interested Party arising out of, relating to, or based in whole or in part upon money owed, demanded, requested, offered, paid, agreed to be paid, or required to be paid to any Plaintiff, Claimant, Interested Party, or other Person or entity, whether pursuant to a demand, judgment, claim, agreement, settlement or otherwise. Notwithstanding the foregoing, there shall be no bar of any claims, including but not limited to the Settled Claims, that the BDO Entities may have against any BDO Released Party, including but not limited to its insurers, reinsurers, employees and agents. Further, the Parties retain the right to sue for alleged breaches of the BDO Settlement Agreement.

12. Nothing in this Final Judgment and Bar Order shall impair or affect or be construed to impair or affect in any way whatsoever, any right of any Person, entity, or Interested Party to claim a credit or offset, however determined or quantified, if and to the extent provided by any applicable statute, code, or rule of law, against any judgment amount, based upon the

BDO Settlement or payment of the Settlement Amount by or on behalf of the BDO Entities and the BDO Released Parties.

13. The BDO Entities and the BDO Released Parties have no responsibility, obligation, or liability whatsoever with respect to the content of the Notice; the notice process; the Distribution Plan; the implementation of the Distribution Plan; the administration of the BDO Settlement; the management, investment, disbursement, allocation, or other administration or oversight of the Settlement Amount, any other funds paid or received in connection with the BDO Settlement, or any portion thereof; the payment or withholding of Taxes; the determination, administration, calculation, review, or challenge of claims to the Settlement Amount, any portion of the Settlement Amount, or any other funds paid or received in connection with the BDO Settlement or the BDO Settlement Agreement; or any losses, attorneys' fees, expenses, vendor payments, expert payments, or other costs incurred in connection with any of the foregoing matters. No appeal, challenge, decision, or other matter concerning any subject set forth in this paragraph shall operate to terminate or cancel the BDO Settlement, the BDO Settlement Agreement or this Final Judgment and Bar Order.

14. Nothing in this Final Judgment and Bar Order or the BDO Settlement Agreement and no aspect of the BDO Settlement or negotiation thereof is or shall be construed to be an admission or concession of any violation of any statute or law, of any fault, liability or wrongdoing, or of any infirmity in the claims or defenses of the Parties with regard to any of the complaints, claims, allegations or defenses in the Investor Litigation, this case, or any other proceeding.

15. BDO USA is hereby ordered to deliver the Settlement Amount ($40 million) as described in Paragraphs 24 – 26 of the BDO Settlement Agreement. Further, the Parties are ordered to act in conformity with all other provisions the BDO Settlement Agreement.

16. Without in any way affecting the finality of this Final Judgment and Bar Order, the Court retains continuing and exclusive jurisdiction over the Parties for purposes of, among other things, the administration, interpretation, consummation, and enforcement of the BDO Settlement, the BDO Settlement Agreement, the Scheduling Order, and this Final Judgment and Bar Order, including, without limitation, the injunctions, bar orders, and releases herein, and to enter orders concerning implementation of the BDO Settlement, the BDO Settlement Agreement, and any payment of attorneys' fees and expenses to Plaintiffs' counsel.

17. This Final Judgment and Bar Order shall be served by counsel for the Plaintiffs, via email, first class mail or international delivery service, on any person or entity that filed an objection to approval of the BDO Settlement, the BDO Settlement Agreement, or this Final Judgment and Bar Order.

18. All relief not expressly granted herein, other than Plaintiffs' request for approval of Plaintiffs' attorneys' fees, which will be addressed by a separate order, is denied. This is a final judgment. The Clerk of the Court is directed to enter Judgment in conformity herewith.

Signed on _____, 2015

_____
DAVID C. GODBEY
UNITED STATES DISTRICT JUDGE

**IN THE UNITED STATES DISTRICT COURT**
**NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION**

| | |
|---|---|
| SECURITIES AND EXCHANGE COMMISSION, Plaintiff, v. STANFORD INTERNATIONAL BANK, LTD., *et al.*, Defendants. | Case No. 3:09-CV-0298-N |
| THE OFFICIAL STANFORD INVESTORS COMMITTEE, Plaintiff, v. BDO USA, LLP, *et al.* Defendants. | Case No. 3:12-cv-01447-N |
| PHILIP WILKINSON, *et al.*, Plaintiffs, vs. BDO USA, LLP, *et al.*, Defendants. | Case No. 3:11-CV-01115-N |

**NOTICE OF SETTLEMENT AND BAR ORDER PROCEEDINGS; OF OUTSTANDING CLAIM DEADLINE; AND OF PROCEDURES FOR SUBMITTING PROOFS OF CLAIM**

PLEASE TAKE NOTICE that the Court-appointed Receiver for the Stanford Receivership Estate ("Receiver"), The Official Stanford Investors Committee (the "Committee"), and named plaintiffs Phillip A. Wilkinson and Pam Reed ("Investor Plaintiffs") (collectively, "Plaintiffs"), have reached an agreement (the "BDO Settlement") to settle all claims asserted or that could have been asserted against BDO USA, LLP, BDO International Ltd., BDO Global Coordination B.V., and Brussels Worldwide Services-BVBA (collectively, "BDO Entities") by the Committee in Case No. 3:12-cv-01447-N ("Committee Litigation") and by the Investor Plaintiffs in Case No. 3:11-cv-01115-N ("Investor Litigation").

PLEASE TAKE FURTHER NOTICE that Plaintiffs have requested that the Court approve the BDO Settlement and enter har orders permanently enjoining Interested Parties,[1] including Stanford Investors[2] and Claimants,[3] from pursuing Settled Claims,[4] including claims you may possess, against the BDO Entities. You may, however, have a right to submit a claim to the Receiver (see Paragraphs f and g).

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1 "Interested Party" means the Receiver, the Receivership Estate; the Committee; the members of the Committee; the Plaintiffs; the Stanford Investors; the Claimants; the Examiner, or any Person or Persons alleged by the Receiver, the Committee, or other Person or entity on behalf of the Receivership Estate to be liable to the Receivership Estate, whether or not a formal proceeding has been initiated.

2 "Stanford Investor" means customers of Stanford International Bank, Ltd., who, as of February 16, 2009, had funds on deposit at Stanford International Bank, Ltd. and/or were holding certificates of deposit issued by Stanford International Bank, Ltd.

3 "Claimant" means any Person who has submitted a Claim to the Receiver or to the Joint Liquidators.

4 "Settled Claims" means any action, cause of action, suit, liability, claim, right of action, or demand whatsoever, whether or not currently asserted, known, suspected, existing, or discoverable, and whether based on federal law, state law, foreign law, common law, or otherwise, and whether based on contract, tort, statute, law, equity or otherwise, that a Releasor ever had, now has, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity, for, upon, arising from, relating to, or by reason of any matter, cause, or thing whatsoever, that, in full or in part, concerns, relates to, arises out of, or is in any manner connected with (i) the Stanford Entities; (ii) any certificate of deposit, CD, depository account, or investment of any type with any one or more of the Stanford Entities; (iii) any one or more of the BDO Entities' relationship with any one or more of the Stanford Entities; (iv) the BDO Entities' provision of services to the Stanford Entities; or (v) any matter that was asserted in, could have been asserted in, or relates to the subject matter of the SEC Action, the Investor Litigation, the Committee Litigation, or any proceeding concerning the Stanford Entities pending or commenced in any Forum. *See* Paragraph 19 of the Settlement Agreement for a complete definition of Settled Claim.



**Exhibit E**
**APP 0059**

PLEASE TAKE FURTHER NOTICE that the BDO Settlement Amount is Forty Million US Dollars ($40,000,000.00). The Settlement Amount, less any fees and costs awarded by the Court to the attorneys for Plaintiffs ("Net Settlement Amount"), will be deposited with and distributed by the Receiver pursuant to a Distribution Plan hereafter to be approved by the Court in the Stanford receivership proceeding, *SEC v. Stanford Int'l Bank, Ltd., et al.*, (Case No. 3:09-cv-0298-N) (the "SEC Action").

**This matter may affect your rights and you may wish to consult an attorney.**

The material terms of the BDO Settlement are as follows:

a) BDO USA will pay $40 million, which will be deposited with the Receiver as required pursuant to the Settlement Agreement;

b) Plaintiffs will fully release the BDO Released Parties[5] from Settled Claims, *e.g.* claims arising from or relating to Allen Stanford, the Stanford Entities, or any conduct by the BDO Released Parties relating to Allen Stanford or the Stanford Entities;

c) The BDO Settlement requires entry of a Judgment and Bar Order in the Committee Litigation and entry of a Bar Order in the SEC Action, each of which permanently enjoins Interested Parties, including all Stanford Investors and Claimants, as well as Stanford Investors with Outstanding Claims (see Paragraph f), from bringing any legal proceeding and/or asserting, encouraging, assisting, or prosecuting any cause of action, including contribution claims, arising from or relating to a Settled Claim against the BDO Released Parties;

d) The Receiver will disseminate notice of the BDO Settlement (*i.e.* this Notice) to Interested Parties, through one or more of the following: mail, email, international delivery, CM/ECF notification, facsimile transmission, and/or publication on the Examiner (www.lpf-law.com/examiner-stanford-financial-group/) and Receiver (http://www.stanford-financialreceivership.com) web sites;

e) The Receiver will develop and submit to the Court for approval a plan for disseminating the Settlement Amount ("Distribution Plan");

f) Any Stanford Investor who has not submitted a Claim to either the Receiver or the Joint Liquidators as of the date of this Notice ("Outstanding Claim"), may seek to participate in the Distribution Plan, and potentially to participate in future distributions of funds obtained by the Receivership as a result of future litigation settlements or recoveries. Those wishing to do so must submit a Proof of Claim Form (which you can download from http://www.stanfordfinancial.com/pdf/FINAL STANFORD POC 040612.pdf) to the Receiver by [insert date of 75th day after entry of the Scheduling Order] (the "Outstanding Claim Deadline"). A Proof of Claim Form may also be obtained by

[5] "BDO Released Parties" means the BDO Entities, and each of their respective past, present, and future directors, officers, legal and equitable owners, shareholders, members, managers, principals, employees, associates, representatives, distributees, agents, attorneys, trustees, general and limited partners, lenders, insurers and reinsurers, direct and indirect parents, subsidiaries, affiliates, related entities, divisions, partnerships, corporations, executors, administrators, heirs, beneficiaries, assigns, predecessors, predecessors in interest, successors, and successors in interest. Notwithstanding the foregoing, "BDO Released Parties" shall not include any Person, other than the BDO Entities, who is on the Agreement Date a named defendant in any litigation filed by any of the Plaintiffs, and shall not include any Person who becomes employed by, related to, or affiliated with the BDO Entities after the Agreement Date and whose liability, if any, arises out of or derives from actions or omissions before becoming employed by, related to, or affiliated with the BDO Entities.

contacting Ruth Clark of Neligan Foley, LLP via email at rclark@neliganlaw.com or via telephone at 214-840-5315;

g) **If you have not yet submitted a Claim** to the Receiver or to the Joint Liquidators **and still do not submit a Claim** to the Receiver by the Outstanding Claim Deadline, **you will be barred**, upon approval of the BDO Settlement, from asserting claims against the BDO Released Parties arising from or relating to the Stanford Entities or the Stanford Receivership. **You will also be excluded** from distributions under the Distribution Plan and any other future distributions of funds obtained by the Receivership as a result of future litigation settlements or recoveries. **Submitting a Proof of Claim Form does not guarantee that the Outstanding Claim will be allowed or that you will receive any funds;**

h) Under the Distribution Plan, once approved, the Net Settlement Amount will be distributed by the Receiver, under the supervision of the Court, to Stanford Investors who have submitted Claims that have been allowed by the Receiver;

i) Stanford Investors who accept funds from the BDO Settlement Amount will, upon accepting the funds, fully release the BDO Released Parties from any and all Settled Claims; and

j) The Investor Litigation will be dismissed with prejudice, with each party bearing their own costs and attorneys' fees.

Attorneys for the Committee and the Investor Plaintiffs seek a fee award based upon 25% of the net recovery from the BDO Settlement, pursuant to 25% contingency fee agreements with the Committee and the Investor Plaintiffs. Twenty-five percent of the net recovery from the BDO Settlement is $9,956,265.48.

Copies of the Settlement Agreement; the Expedited Request for Entry of Scheduling Order and Motion to Approve Proposed Settlement with BDO USA, LLP, to Approve the Proposed Notice of Settlement with BDO USA, LLP, to Enter the Bar Order, to Enter the Final Judgment and Bar Order, and for Plaintiffs' Attorneys' Fees (the "Motion"); and other supporting papers may be obtained from the Court's docket in the SEC Action (ECF No. ____), and are also available on the websites of the Receiver (http://www.stanfordfinancialreceivership.com) and the Examiner (www.lpf-law.com/examiner-stanford-financial-group/). Copies of these documents may also be requested by email, by sending the request to rclark@neliganlaw.com; or by telephone, by calling Ruth Clark at 214-840-5315.

The final hearing on the Motion is set for [ _____ ], 2015 (the "Final Approval Hearing"). Any objection to the BDO Settlement or its terms, the Motion, the Judgment and Bar Order, the Final Bar Order, or the request for approval of the Committee's and Investor Plaintiffs' attorneys' fees must be filed, in writing, with the Court in the SEC Action no later than [insert date of 21st day before Final Approval Hearing]. Any objections not filed by this date will be deemed waived and will not be considered by the Court. Those wishing to appear and present objections at the Final Approval Hearing must include a request to appear in their written objections.

**Receivership Entities**

16NE Huntingdon, LLC
20/20 Ltd.
Antigua Athletic Club Limited
The Antigua Sun Limited
Apartment Household, Inc.
Asian Village Antigua Limited
Bank of Antigua Limited
Boardwalk Revitalization, LLC
Buckingham Investments A.V.V.
Caribbean Aircraft Leasing (BVI) Limited
Caribbean Airlines Services Limited
Caribbean Airlines Services, Inc.
Caribbean Star Airlines Holdings Limited
Caribbean Star Airlines Limited
Caribbean Sun Airlines Holdings, Inc.
Casuarina 20 LLC
Christiansted Downtown Holdings, LLC
Crayford Limited
Cuckfield Investments Limited
Datcom Resources, Inc.
Devinhouse, Ltd.
Deygart Holdings Limited
Foreign Corporate Holdings Limited
Guardian International Investment Services No. One, Inc.
Guardian International Investment Services No. Three, Inc.
Guardian International Investment Services No. Two, Inc.
Guardian One, Ltd.
Guardian Three, Ltd.
Guardian Two, Ltd.
Guiana Island Holdings Limited
Harbor Key Corp.
Harbor Key Corp. II
Idea Advertising Group, Inc.
International Fixed Income Stanford Fund, Ltd.
The Island Club, LLC
The Islands Club, Ltd.
JS Development, LLC
Maiden Island Holdings Ltd.
Miller Golf Company, L.L.C.
Parque Cristal Ltd.
Pelican Island Properties Limited
Pershore Investments S.A.
Polygon Commodities A.V.V.
Porpoise Industries Limited
Productos y Servicios Stanford, C.A.
R. Allen Stanford, LLC
Robust Eagle Limited
Sea Eagle Limited
Sea Hare Limited
SFG Majestic Holdings, LLC
SG Ltd.
SGV Asesores C.A.
SGV Ltd.
Stanford 20*20, LLC
Stanford 20/20 Inc.
Stanford Acquisition Corporation
Stanford Aerospace Limited
Stanford Agency, Inc. [Louisiana][1]
Stanford Agency, Inc. [Texas]
Stanford Agresiva S.A. de C.V.
Stanford Aircraft, LLC
Stanford American Samoa Holding Limited
Stanford Aviation 5555, LLC
Stanford Aviation II, LLC
Stanford Aviation III, LLC
Stanford Aviation Limited
Stanford Aviation LLC
Stanford Bank (Panama), S.A.[2]

**Exhibit F**
**APP 0062**

Stanford Bank Holdings Limited
Stanford Bank, S.A. Banco Comercial
Stanford Capital Management, LLC
Stanford Caribbean Investments, LLC
Stanford Caribbean Regional Management Holdings, LLC
Stanford Caribbean, LLC
Stanford Casa de Valores, S.A.
Stanford Cobertura, S.A. de C.V.
Stanford Coins & Bullion, Inc.
The Stanford Condominium Owners' Association, Inc.
Stanford Corporate Holdings International, Inc.
Stanford Corporate Services (BVI) Limited
Stanford Corporate Services (Venezuela), C.A.
Stanford Corporate Services, Inc.
Stanford Corporate Ventures (BVI) Limited
Stanford Corporate Ventures, LLC
Stanford Crecimiento Balanceado, S.A. de C.V.
Stanford Crecimiento, S.A. de C.V.
Stanford Development Company (Grenada) Ltd
Stanford Development Company Limited
Stanford Development Corporation
Stanford Eagle, LLC
Stanford Family Office, LLC
The Stanford Financial Group Building, Inc.
Stanford Financial Group Company
Stanford Financial Group Global Management, LLC
Stanford Financial Group (Holdings) Limited
Stanford Financial Group Limited
Stanford Financial Group Ltd.
Stanford Financial Partners Advisors, LLC
Stanford Financial Partners Holdings, LLC
Stanford Financial Partners Securities, LLC
Stanford Financial Partners, Inc.
Stanford Fondos, S.A. de C.V.
The Stanford Galleria Buildings, LP
Stanford Galleria Buildings Management, LLC
Stanford Gallows Bay Holdings, LLC
Stanford Global Advisory, LLC
Stanford Group (Antigua) Limited
Stanford Group (Suisse) AG
Stanford Group Aruba, N.V.
Stanford Group Bolivia
Stanford Group Casa de Valores, S.A.
Stanford Group Company
Stanford Group Company Limited
Stanford Group Holdings, Inc.
Stanford Group Mexico, S.A. de C.V.
Stanford Group Peru, S.A., Sociedad Agente de Bolsa
Stanford Group Venezuela Asesores de Inversion, C.A.
Stanford Group Venezuela, C.A.
Stanford Holdings Venezuela, C.A.
Stanford International Bank Holdings Limited
Stanford International Bank Limited
Stanford International Holdings (Panama) S.A.
Stanford International Management Ltd.
Stanford International Resort Holdings, LLC
Stanford Investment Advisory Services, Inc.
Stanford Leasing Company, Inc.
Stanford Management Holdings, Ltd.
Stanford Real Estate Acquisition, LLC
Stanford S.A. Comisionista de Bolsa
Stanford Services Ecuador, S.A.
Stanford South Shore Holdings, LLC
Stanford Sports & Entertainment Holdings, LLC
Stanford St. Croix Marina Operations, LLC
Stanford St. Croix Resort Holdings, LLC
Stanford St. Croix Security, LLC
Stanford Trust Company
Stanford Trust Company Administradora de Fondos y Fideicomisos S.A.
Stanford Trust Company Limited

**Exhibit F**

| | |
|---|---|
| Stanford Trust Holdings Limited | Torre Oeste Ltd. |
| Stanford Venture Capital Holdings, Inc. | Torre Senza Nome Venezuela, C.A. |
| The Sticky Wicket Limited | Trail Partners, LLC |
| Sun Printing & Publishing Limited | Two Islands One Club (Grenada) Ltd |
| Sun Printing Limited | Two Islands One Club Holdings Ltd |

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[1] Locations in brackets are included to differentiate between legal entities with the same name but different locations or other identifying information.

[2] Locations in parentheses are included in the legal name of an entity or other identifying information.

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF TEXAS**
**DALLAS DIVISION**

| | | |
|---|---|---|
| SECURITIES AND EXCHANGE COMMISSION,<br><br>Plaintiff,<br><br>v.<br><br>STANFORD INTERNATIONAL BANK, LTD., *et al.*,<br><br>Defendants. | § | Civil Action No. 3:09-CV-0298-N |
| THE OFFICIAL STANFORD INVESTORS COMMITTEE,<br><br>Plaintiff,<br><br>v.<br><br>BDO USA, LLP, *et al.*,<br><br>Defendants. | § | Civil Action No. 3:12-cv-01447-N |

**SCHEDULING ORDER**

This matter is before the Court on the motion of Ralph S. Janvey (the "Receiver"), as Receiver for the Receivership Estate in *SEC v. Stanford Int'l Bank, Ltd., et al.*, Civil Action No. 3:09-CV-0298-N (the "SEC Action"), and the Official Stanford Investors Committee (the "Committee"), as a party to the SEC Action and as plaintiff in *The Official Stanford Investors Committee v. BDO USA, LLP, et al.*, Civil Action No. 3:12-cv-01447-N (the "Committee Litigation"), for Expedited Request for Entry of Scheduling Order and Motion to Approve Proposed Settlement with BDO USA, LLP, to Approve the Proposed Notice of Settlement with BDO USA, LLP, to Enter the Bar Order, to Enter the Final Judgment and Bar Order, and for Plaintiffs' Attorneys' Fees (the "Motion"). (SEC Action ECF No. __; Committee Litigation ECF No. __.) The Motion concerns a proposed settlement (the "BDO Settlement") among and

between the Receiver; the Committee; the Court-appointed Examiner, John J. Little;[1] Phillip A. Wilkinson and Pam Reed (the "Investor Plaintiffs"), as plaintiffs in *Philip Wilkinson, et al. v. BDO USA, LLP, et al.*, Civil Action No. 3:11-CV-01115-N (the "Investor Litigation") (the Receiver, the Committee, and the Investor Plaintiffs are, collectively, the "Plaintiffs"); and BDO USA, LLP and other BDO entities (the "Defendants")[2] as defendants in the Committee Litigation and the Investor Litigation. Capitalized terms not otherwise defined in this order shall have the meaning assigned to them in the Settlement Agreement attached to the Motion (the "BDO Settlement Agreement").

In the Motion, the Receiver and the Committee seek the Court's approval of the terms of the BDO Settlement, including entry of a bar order in the SEC Action (the "Bar Order") and a final judgment and bar order in the Committee Litigation (the "Judgment and Bar Order"). After reviewing the terms of the BDO Settlement and considering the arguments presented in the Motion, the Court preliminarily approves the BDO Settlement as adequate, fair, reasonable, and equitable. Accordingly, the Court enters this scheduling order to (i) provide for notice of the terms of the BDO Settlement, including the proposed Bar Order in the SEC Action and the proposed Judgment and Bar Order in the Committee Litigation; (ii) set the deadline for a Stanford Investor with an Outstanding Claim to submit that claim to the Receiver; (iii) set the deadline for filing objections to the BDO Settlement, the Bar Order, the Judgment and Bar Order, or Plaintiffs' request for approval of Plaintiffs' attorneys' fees; (vi) set the deadline for responding to any objection so filed; and (v) set the date of the Final Approval Hearing regarding

[1] The Examiner executed the BDO Settlement Agreement to indicate his approval of the terms of the BDO Settlement and to confirm his obligation to post Notice on his website, as required herein, but is not otherwise individually a party to the BDO Settlement Agreement, the Committee Litigation or the Investor Litigation.

[2] BDO International Ltd. ("BDO International"), BDO Global Coordination, B.V. ("BDO Global"), and Brussels Worldwide Services BVBA ("Brussels Worldwide").

the BDO Settlement, the Bar Order in the SEC Action, the Judgment and Bar Order in the Committee Litigation, and Plaintiffs' request for approval of Plaintiffs' attorneys' fees, as follows:

1. Preliminary Findings on Potential Approval of the BDO Settlement: Based upon the Court's review of the terms of the BDO Settlement Agreement, the arguments presented in the Motion, and the Motion's accompanying appendices and exhibits, the Court preliminarily finds that the BDO Settlement is fair, reasonable, and equitable; has no obvious deficiencies; and is the product of serious, informed, arm's-length negotiations. The Court, however, reserves a final ruling with respect to the terms of the BDO Settlement until after the Final Approval Hearing referenced below in Paragraph 2.

2. Final Approval Hearing: The Final Approval Hearing will be held before the Honorable David C. Godbey in the United States District Court for the Northern District of Texas, United States Courthouse, 1100 Commerce Street, Dallas, Texas 75242, in Courtroom 1505, at __:__ _.m. on _____, which is a date at least ninety (90) calendar days after entry of this Scheduling Order. The purposes of the Final Approval Hearing will be to: (i) determine whether the terms of the BDO Settlement should be approved by the Court; (ii) determine whether the Bar Order attached as Exhibit C to the BDO Settlement Agreement should be entered by the Court in the SEC Action; (iii) determine whether the Judgment and Bar Order attached as Exhibit D to the BDO Settlement Agreement should be entered by the Court in the Committee Litigation; (iv) rule upon any objections to the BDO Settlement, Bar Order, or the Judgment and Bar Order; (v) rule upon Plaintiffs' request for approval of Plaintiffs' attorneys' fees; and (vi) rule upon such other matters as the Court may deem appropriate.

3. Notice: The Court approves the form of Notice attached as Exhibit E to the BDO Settlement Agreement and finds that the methodology, distribution, and dissemination of Notice described in the Motion (i) constitute the best practicable notice; (ii) are reasonably calculated, under the circumstances, to apprise all Interested Parties of the BDO Settlement, the releases therein, and the injunctions provided for in the Bar Order and Judgment and Bar Order; (iii) are reasonably calculated, under the circumstances, to apprise all Interested Parties of the right to object to the BDO Settlement, the Bar Order, or the Judgment and Bar Order, and to appear at the Final Approval Hearing; (iv) constitute due, adequate, and sufficient notice; (v) meet all requirements of applicable law, including the Federal Rules of Civil Procedure, the United States Constitution (including Due Process), and the Rules of the Court; and (vi) will provide to all Persons a full and fair opportunity to be heard on these matters. The Court further approves the form of the publication Notice attached as Exhibit H to the BDO Settlement Agreement. Therefore:

a. The Receiver is hereby directed, no later than twenty-one (21) calendar days after entry of this Scheduling Order, to cause the Notice in substantially the same form attached as Exhibit E to the BDO Settlement Agreement to be sent via electronic mail, first class mail, or international delivery service to all Interested Parties; to be sent via electronic service to all counsel of record for any Person who has been or is, at the time of Notice, a party in any case included in MDL No. 2099, *In re: Stanford Entities Securities Litigation* (N.D. Tex.) (the "MDL"), the SEC Action, the Investor Litigation, or the Committee Litigation who are deemed to have consented to electronic service through the Court's CM/ECF System under Local Rule CV-5.1(d); and to be sent via facsimile transmission and/or first class mail to any other counsel

of record for any other Person who has been or is, at the time of service, a party in any case included in the MDL, the SEC Action, the Investor Litigation, or the Committee Litigation.

b. The Receiver is hereby directed, no later than ten (10) calendar days after entry of this Scheduling Order, to cause the notice in substantially the same form attached as Exhibit H to the BDO Settlement Agreement to be published once in the national edition of *The Wall Street Journal* and once in the international edition of *The New York Times*.

c. The Receiver is hereby directed, no later than ten (10) calendar days after entry of this Scheduling Order, to cause the BDO Settlement Agreement, the Motion, this Scheduling Order, the Notice, and all exhibits and appendices attached to these documents, to be posted on the Receiver's website (http://stanfordfinancialreceivership.com). The Examiner is hereby directed, no later than ten (10) calendar days after entry of this Scheduling Order, to cause the BDO Settlement Agreement, the Motion, this Scheduling Order, the Notice, and all exhibits and appendices attached to these documents, to be posted on the Examiner's website (http://lpf-law.com/examiner-stanford-financial-group).

d. The Receiver is hereby directed promptly to provide the BDO Settlement Agreement, the Motion, this Scheduling Order, the Notice, and all exhibits and appendices attached to these documents, to any Person who requests such documents via email to Ruth Clark, a paralegal at Neligan Foley, LLP, at rclark@neliganlaw.com, or via telephone by calling Ruth Clark at 214-840-5315. The Receiver may provide such materials in the form and manner that the Receiver deems most appropriate under the circumstances of the request.

e. No less than ten days before the Final Approval Hearing, the Receiver shall cause to be filed with the Clerk of this Court written evidence of compliance with subparts (a) through (d) of this Paragraph, which may be in the form of an affidavit or declaration.

4. Objections and Appearances at the Final Approval Hearing: Any Person who wishes to object to the terms of the BDO Settlement, the Bar Order, the Judgment and Bar Order, or Plaintiffs' request for approval of Plaintiffs' attorneys' fees, or who wishes to appear at the Final Approval Hearing, must do so by filing an objection, in writing, with the Court in the SEC Action (3:09-CV-0298-N), by ECF or by mailing the objection to the Clerk of the United States District Court for the Northern District of Texas, 1100 Commerce Street, Dallas, Texas 75242, no later than [insert date of 21st day before Final Approval Hearing], 2015. All objections filed with the Court must:

a. contain the name, address, telephone number, and (if applicable) an email address of the Person filing the objection;

b. contain the name, address, telephone number, and email address of any attorney representing the Person filing the objection;

c. be signed by the Person filing the objection, or his or her attorney;

d. state, in detail, the basis for any objection;

e. attach any document the Court should consider in ruling on the BDO Settlement, the Bar Order, the Judgment and Bar Order, or Plaintiffs' request for approval of Plaintiffs' attorneys' fees; and

f. if the Person filing the objection wishes to appear at the Final Approval Hearing, make a request to do so.

No Person will be permitted to appear at the Final Approval Hearing without filing a written objection and request to appear at the Final Approval Hearing as set forth in subparts (a) through (f) of this Paragraph. Copies of any objections filed must be served by ECF, or by email or first class mail, upon each of the following:

James R. Nelson
Email: jr.nelson@dlapiper.com
Karl G. Dial
Email: karl.dial@dlapiper.com
DLA PIPER LLP (US)
1717 Main Street, Suite 4600
Dallas, TX 75201
Telephone: (214) 743-4500

and

Michael S. Poulos
DLA PIPER LLP (US)
203 N. LaSalle Street, Suite 1900
Chicago, IL 60601
Telephone: (312) 368-4000
Email: michael.poulos@dlapiper.com

and

Douglas J. Buncher
Neligan Foley LLP
325 N. St. Paul, Suite 3600
Dallas, TX 75201
Telephone: (214) 840-5320
Email: dbuncher@neliganlaw.com

and

Edward C. Snyder
Castillo & Snyder PC
Bank of America Plaza
300 Convent Suite 1020
San Antonio, Texas 78205-3789
Telephone: (210) 630-4214
Email: esnyder@casnlaw.com

and

John J. Little
Little Pedersen Fankhauser LLP
901 Main Street, Suite 4110
Dallas, Texas 75202
214.573.2307
214.573.2323 fax
Email: jlittle@lpf-law.com

and

Ralph Janvey
2100 Ross Ave
Suite 2600
Dallas, TX 75201
E-mail: rjanvey@jkjllp.com

and

Kevin Sadler
Baker Botts
1001 Page Mill Road
Building One, Suite 200
Palo Alto, California 94304-1007
Email: kevin.sadler@bakerbotts.com

Any Person filing an objection shall be deemed to have submitted to the jurisdiction of this Court for all purposes of that objection, the BDO Settlement, the Bar Order, and the Judgment and Bar Order. Potential objectors who do not present opposition by the time and in the manner set forth above shall be deemed to have waived the right to object (including any right to appeal) and to appear at the Final Approval Hearing and shall be forever barred from raising such objections in this action or any other action or proceeding. Persons do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

5. Responses to Objections: Any Party to the BDO Settlement may respond to an objection filed pursuant to Paragraph 4 by filing a response in the SEC Action no later than [insert date of 7th day before the Final Approval Hearing], 2015. To the extent any Person filing an objection cannot be served by action of the Court's CM/ECF system, a response must be served to the email and/or mailing address provided by that Person.

6. Submission of Outstanding Claims: Any Person who had funds on deposit at Stanford International Bank, Ltd. ("SIBL") and/or was holding a certificate of deposit ("CD") issued by SIBL as of February 16, 2009 ("Stanford Investor"), and who previously has not



**Exhibit G**
**APP 0072**

submitted a Claim (defined below) to either the Receiver or the Joint Liquidators ("Outstanding Claim"), may seek to receive funds from the BDO Settlement under the terms of the proposed Distribution Plan and potentially to participate in future distributions of funds obtained by the Receivership as a result of future litigation settlements or recoveries, by submitting to the Receiver a Proof of Claim Form substantially in the form of the document attached as Exhibit B to the BDO Settlement Agreement, by [insert date of 75th day after entry of this Order] (the "Outstanding Claim Deadline"). A "Claim" is a Person's potential or asserted right to receive funds from the Receivership Estate arising from or relating to the deposit of funds in or the purchase of a CD from SIBL. The Receiver will review and consider all Proof of Claim Forms on Outstanding Claims submitted prior to the Outstanding Claim Deadline and will determine each such Outstanding Claim, including whether to allow the Outstanding Claim. Submitting a Proof of Claim Form does not guarantee that the Outstanding Claim will be allowed or that a Stanford Investor will receive any funds. The Receiver will also prepare and submit to the Court for approval a Distribution Plan for the proceeds from the BDO Settlement, but only after the BDO Settlement is approved by the Court and becomes effective under its own terms.

Any Stanford Investor who has not yet submitted a Claim to the Receiver or to the Joint Liquidators and who fails to submit a Proof of Claim Form for an Outstanding Claim before the Outstanding Claim Deadline will, if the BDO Settlement is approved, be forever barred, estopped, and enjoined from asserting any claim, in any manner, against the BDO Released Parties arising from or relating to the Stanford Entities or the Stanford Receivership. Such a Stanford Investor will also be excluded from distributions under the Distribution Plan and any other future distributions of funds obtained by the Receivership as a result of future litigation settlements or recoveries.

7. Adjustments Concerning Hearing and Deadlines: The date, time, and place for the Final Approval Hearing, and the deadlines and date requirements in this Scheduling Order, shall be subject to adjournment or change by this Court without further notice other than that which may be posted by means of ECF in the MDL, the SEC Action, and the Committee Litigation.

8. Retention of Jurisdiction: The Court shall retain jurisdiction to consider all further applications arising out of or connected with the proposed BDO Settlement.

9. Entry of Injunction: If the Settlement is approved by the Court, the Court will also enter the Bar Order in the SEC Action and the Judgment and Bar Order in the Committee Litigation. If entered, each order will permanently enjoin Interested Parties, including Stanford Investors and Claimants, from pursuing Settled Claims against the BDO Released Parties.

10. Stay of Proceedings: The Committee Litigation and the Investor Litigation are hereby stayed except to the extent necessary to give effect to the BDO Settlement.

11. Use of Order: Under no circumstances shall this Scheduling Order be construed, deemed, or used as an admission, concession, or declaration by or against the Defendants of any fault, wrongdoing, breach or liability. Nor shall the Order be construed, deemed, or used as an admission, concession, or declaration by or against Plaintiffs that their claims lack merit or that the relief requested is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses or claims he or she may have. Neither this Scheduling Order, nor the proposed BDO Settlement Agreement, or any other settlement document, shall be filed, offered, received in evidence, or otherwise used in these or any other actions or proceedings or in any arbitration, except to give effect to or enforce the BDO Settlement or the terms of this Scheduling Order.

12. Entry of this Order: This Scheduling Order shall be entered separately on the dockets both in the SEC Action and in the Committee Litigation.



**Exhibit G**
**APP 0074**

**IT IS SO ORDERED.**

Signed on_____, 2015

_____
DAVID C. GODBEY
UNITED STATES DISTRICT JUDGE



**Exhibit G**
**APP 0075**

To be published once in the national edition of *The Wall Street Journal* and once in the international edition of *The New York Times*:

PLEASE TAKE NOTICE that the Court-appointed Receiver for Stanford International Bank, Ltd. ("SIBL"), and certain Plaintiffs, have reached an agreement to settle all claims asserted or that could have been asserted against BDO USA, LLP ("BDO USA") and several other BDO entities relating to or in any way concerning SIBL. As part of the BDO Settlement, the Receiver and Plaintiffs have requested orders which permanently enjoin all Interested Parties, including Stanford Investors (*i.e.* customers of SIBL, who, as of February 16, 2009, had funds on deposit at SIBL and/or were holding certificates of deposit issued by SIBL), from bringing any legal proceeding or cause of action arising from or relating to the Stanford Entities against the BDO Released Parties.

Complete copies of the BDO Settlement Agreement, the proposed bar orders, and other settlement documents are available on the Receiver's website http://www.stanfordfinancialreceivership.com. Interested Parties may file written objections with the Court on or before [insert date of 21st day before Final Approval Hearing].

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF TEXAS**
**DALLAS DIVISION**

| | | |
|---|---|---|
| SECURITIES AND EXCHANGE COMMISSION, | § | |
| | § | |
| Plaintiff, | § | |
| | § | |
| v. | § | Case No. 3:09-cv-0298-N |
| | § | |
| STANFORD INTERNATIONAL BANK, LTD., *et al.*, | § | |
| | § | |
| Defendants. | § | |

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**DECLARATION OF DOUGLAS J. BUNCHER**

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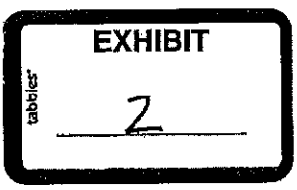
Pursuant to 28 U.S.C. § 1746, I, Douglas J. Buncher, hereby declare under penalty of perjury that I have personal knowledge of the following facts:

## I. OVERVIEW

### A. Curriculum Vitae

1. My name is Douglas J. Buncher. I am an attorney admitted to practice law in the State of Texas since 1989. I am also admitted to practice before the United States District Courts for the Northern, Southern, Western and Eastern Districts of Texas, and am a member of the Bar Association of the United States Court of Appeals for the Fifth Circuit. I am a partner in Neligan Foley LLP ("Neligan Foley"), a Dallas law firm which concentrates its practice in complex bankruptcy, insolvency and receivership proceedings and related litigation. I have concentrated my practice in complex, commercial litigation since my career began in 1989, and since joining Neligan Foley in 2000 have concentrated my practice in handling complex receivership and bankruptcy litigation.



2. Neligan Foley has handled numerous complex bankruptcy and receivership cases, and litigation associated with those cases, since the firm was formed in 1995. Neligan Foley and I have handled many complex receivership and bankruptcy-related lawsuits seeking to recover hundreds of millions, and in some cases, billions of dollars in damages from third parties for the benefit of bankruptcy and receivership estates, as well as the investors and creditors of those estates. A detailed description of Neligan Foley, its areas of practice, case studies, and representative engagements, as well as my personal biography, background and experience, are set forth on Neligan Foley's website, www.neliganfoley.com.

**B. The BDO Lawsuits**

3. I am submitting this Declaration in support of the Receiver, Official Stanford Investors Committee (the "Committee") and Investor Plaintiffs' (the "Investor Plaintiffs") (collectively, the "Plaintiffs") Expedited Request for Entry of Scheduling Order, and Motion to Approve Proposed Settlement with BDO USA, LLP, to Approve the Proposed Notice of Settlement with BDO USA, LLP, to Enter Bar Order, to Enter the Final Judgment and Bar Order, and for Plaintiffs' Attorneys' Fees (the "Motion").[1] The settlement for which approval is sought in the Motion settles all claims asserted against BDO USA, LLP ("BDO USA"), BDO International Ltd. ("BDO International"), BDO Global Coordination, B.V. ("BDO Global"), and Brussels Worldwide Services BVBA ("Brussels Worldwide") (collectively referred to herein as the "BDO Entities") in Civil Action Nos. 3:12-cv-1447 (the "Committee Litigation") and 3:11-cv-1115 (the "Investor Litigation")(collectively, the "BDO Lawsuits") for $40 million.

4. Neligan Foley is the lead counsel for the Plaintiffs in the BDO Lawsuits. The Committee is prosecuting the claims against BDO on behalf of the Receiver pursuant to an assignment of all claims against BDO from the Receiver to the Committee. Accordingly, the

[1] Capitalized Terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

Receiver is not a named party to the BDO Lawsuits. Neligan Foley was assisted in the investigation and prosecution of the BDO Lawsuits by Castillo Snyder, P.C. ("Castillo Snyder"), Strasburger & Price, LLP ("Strasburger"), and Butzel Long ("Butzel Long"), who also serve as co-counsel for the Plaintiffs (collectively with Neligan Foley, "Plaintiffs' Counsel").

**C. Additional Stanford-Related Litigation**

5. Shortly after the Stanford receivership was commenced in early 2009, Neligan Foley was approached by Edward Snyder of Castillo Snyder and Edward Valdespino of Strasburger to serve as co-counsel to Castillo Snyder and Strasburger clients who had invested hundreds of millions of dollars into Stanford International Bank, Ltd. CDs ("SIBL CDs"). Due to Neligan Foley's prior experience in major bankruptcy and receivership proceedings and third-party litigation associated with those proceedings, Neligan Foley was hired to assist counsel at Castillo Snyder and Strasburger with the investigation and prosecution of litigation against third parties and to assist with the receivership and potential bankruptcy issues.

6. Neligan Foley has monitored and participated in the main Stanford receivership proceeding since that time. On July 29, 2009, the Stanford Multidistrict Litigation matter, MDL No. 2099, was initiated (the "Stanford MDL Proceeding"). Neligan Foley has also participated in and monitored the Stanford MDL Proceeding since its inception.

7. Neligan Foley began its investigation of potential third-party claims to be asserted on behalf of the Investor Plaintiffs immediately after joining as co-counsel with Castillo Snyder and Strasburger in 2009. Based on information discovered during this joint investigation, Castillo Snyder, Strasburger, and Neligan Foley jointly initiated class action lawsuits in this Court on behalf of certain named Stanford investors, individually and on behalf of a class of

similarly situated investors, styled *Troice v. Willis of Colorado, Inc.*, Case No. 3:09-cv-01274, and *Troice v. Proskauer Rose, LLP*, Case No. 3:09-cv-01600.

8. Since that time, in addition to the BDO Lawsuits and the aforementioned *Proskauer* and *Willis* investor cases, attorneys from Neligan Foley have investigated, filed and prosecuted virtually all of the other major Stanford-related litigation against third-parties on behalf of the Committee, the Investor Plaintiffs, and other Stanford investor plaintiffs who have sued individually and on behalf of a putative class of Stanford investors, along with Castillo Snyder, Strasburger and Butzel Long, including the following lawsuits pending before the Court:

(a) *Official Stanford Investors Committee, et al. v. Breazeale, Sachse, & Wilson, LLP, et al.*, Case No. 3:11-cv-00329;

(b) *Janvey, et al. v. Adams & Reese, LLP, et al.*, Case No. 3:12-cv-00495;

(c) *Janvey, et al. v. Greenberg Traurig, LLP, et al.*, Case No. 3:12-cv-04641;

(d) *Janvey, et al. v. Proskauer Rose, LLP, et al.*, Case No. 3:13-cv-477; and

(e) *Janvey, et al. v. Willis of Colorado, Inc., et al.*, Case No. 3:13-cv-03980.[2]

In addition to representing the Committee and Investor Plaintiffs in these cases, Neligan Foley has also been engaged to represent the Receiver in these cases where the Receiver is a named Plaintiff. Thus, Neligan Foley has been actively involved in the major Stanford-related litigation since 2009.

9. Plaintiffs' Counsel are also jointly handling many of the fraudulent transfer cases brought by the Committee and the Receiver pursuant to an agreement approved by the Court by

[2] Peter Morgenstern of Butzel Long is co-counsel for the Investor Plaintiffs and Committee in all of these cases except the cases against Willis of Colorado, Inc. and Proskauer Rose, LLP. Strasburger is not involved in the cases against Adams & Reese, LLP and Breazeale, Sachse & Wilson LLP.

order dated February 25, 2011 [Docket No. 1267]. Neligan Foley is lead counsel in the following cases:[3]

(a) *Ralph S. Janvey and Official Stanford Investors Committee v. Yolanda Suarez*, Civil Action No. 10-cv-2581, now consolidated with the *Greenberg* lawsuit, Civil Action No. 3:12-cv-4641;

(b) *Ralph S. Janvey and Official Stanford Investors Committee v. IMG Worldwide, Inc.*, Civil Action No. 11-0117; consolidated with *Ralph S. Janvey and Official Stanford Investors Committee v. International Players Championship, Inc.*, Civil Action No. 11-0293;

(c) *Ralph S. Janvey and Official Stanford Investors Committee v. Miami Heat Limited Partnership and Basketball Properties, Ltd.*, Civil Action No. 11-0158;

(d) *Ralph S. Janvey and Official Stanford Investors Committee v. PGA Tour, Inc.*, Civil Action No. 11-0226;

(e) *Ralph S. Janvey and Official Stanford Investors Committee v. The Golf Channel, Inc.*, Civil Action No. 11-0294, currently on appeal at the Fifth Circuit;

(f) *Ralph S. Janvey and Official Stanford Investors Committee v. ATP Tour, Inc.*, Civil Action No. 11-0295;and

(g) *Ralph S. Janvey and Official Stanford Investors Committee v. Rocketball, Ltd. and Hoops, L.P.*, Civil Action No. 11-770.

**C. Time and Effort of Plaintiffs' Counsel**

10. Even a cursory review of the Court's docket in all of these cases reveals the immense amount of work that Plaintiffs' Counsel have put into the prosecution of all of these lawsuits since 2009. However, the docket and pleadings only reveal the work that is filed with the Court. As discussed further herein, and as the Court is aware, the prosecution of lawsuits of this magnitude and complexity has required a tremendous amount of time and effort to investigate the facts, research the relevant legal issues, coordinate and strategize with counsel

[3] Castillo Snyder, Strasburger, and Butzel Long serve as co-counsel in these cases and lead counsel in other Stanford-related fraudulent transfer cases. In turn, Neligan Foley serves as co-counsel in the cases in which Castillo Snyder, Strasburger, or Butzel Long serve as lead counsel.

and clients regarding the handling of the cases, conduct discovery, prepare the briefs and motions, attempt to negotiate settlements, and prepare cases for summary judgment and/or trial. Plaintiffs' counsel have spent thousands of hours since 2009 in their investigation and prosecution of the lawsuits referenced above, including the BDO Lawsuits.

**D. The BDO Settlement**

11. In the Motion, the Plaintiffs and Plaintiffs' Counsel seek approval of the settlement of the BDO Lawsuits and the payment of a contingency fee to Plaintiffs' Counsel. The essential terms of the settlement of the BDO Lawsuits (the "BDO Settlement") are:

a) BDO USA will pay $40 million, which will be deposited with the Receiver as required pursuant to the Settlement Agreement;

b) Plaintiffs will fully release the BDO Released Parties from Settled Claims, e.g. claims arising from or relating to Allen Stanford, the Stanford Entities, or any conduct by the BDO Released Parties relating to Allen Stanford or the Stanford Entities;

c) The BDO Settlement requires entry of a Judgment and Bar Order in the Committee Litigation and entry of a Bar Order in the SEC Action, each of which permanently enjoins Interested Parties, including all Stanford Investors and Claimants, as well as Stanford Investors with Outstanding Claims (as defined in the Settlement Agreement), from bringing any legal proceeding and/or asserting, encouraging, assisting, or prosecuting any cause of action, including contribution claims, arising from or relating to a Settled Claim against the BDO Released Parties;

d) The Receiver will disseminate notice of the BDO Settlement to Interested Parties, through one or more of the following as set forth in the BDO Settlement Agreement, ¶¶ 29-30: mail, email, international delivery, CM/ECF notification, facsimile transmission, and/or publication on the Examiner (www.lpf-law.com/examiner-stanford-financial-group/) and Receiver (http:// www.stanford financialreceivership.com) web sites;

e) The Receiver will develop and submit to the Court for approval a plan for disseminating the Settlement Amount ("Distribution Plan");[4]

[4] In the motion seeking approval of the Distribution Plan, the Receiver will seek authority to distribute $5,000 of the settlement amount to Philip Wilkinson and $21,500 of the settlement amount to Pam Reed in consideration of their dismissal and release of their individual claims, which amounts will be treated as advances towards future distributions to Mr. Wilkinson and Ms. Reed.

f) Any Stanford Investor who has not submitted a claim to either the Receiver or to the Joint Liquidators as of the date of the Notice ("Outstanding Claims"), may seek to participate in the Distribution Plan, and potentially to participate in future distributions of funds obtained by the Receivership as a result of future litigation settlements or recoveries, by submitting a Proof of Claim Form within 75 days of the Court's entry of the Scheduling Order, which Proof of Claim will be subject to review and determination by the Receiver.

g) Under the Distribution Plan, once approved, the Net Settlement Amount will be distributed by the Receiver, under the supervision of the Court, to Stanford Investors who have submitted claims that have been allowed by the Receiver;

h) Stanford Investors who accept funds from the BDO Settlement Amount will, upon accepting the funds, fully release the BDO Released Parties from any and all Settled Claims; and

i) The Investor Litigation will be dismissed with prejudice, with each party bearing their own costs and attorneys' fees, and the Judgment and Bar Order will be entered in the Committee Litigation.

## II. INVESTIGATION, PROSECUTION AND SETTLEMENT OF THE BDO LAWSUITS

### A. Plaintiffs' Counsel's Investigation Into Claims Against BDO

12. Plaintiffs' Counsel have spent over five years and thousands of hours investigating and pursuing claims against third parties, including BDO, on behalf of the Stanford Receivership Estate and the investors in Stanford. Neligan Foley alone has almost 7,000 hours and over $2.8 million worth of attorney and paralegal time invested in the Stanford lawsuits, including the BDO Lawsuits. Neligan Foley has almost 1,200 hours and over $600,000 of unpaid attorney and paralegal time invested in the BDO Lawsuit alone. Neligan Foley's statement of fees for the BDO Lawsuits, which reflects the time and hourly rates of the lawyers and paralegals at Neligan Foley who have worked on the BDO Lawsuits, is attached hereto as **Exhibit A.**

13. As part of their investigation of the claims against BDO, Neligan Foley attorneys reviewed voluminous documents, emails, audit work papers and depositions obtained from the

SEC during its investigation of BDO, which the Receiver obtained through a cooperation agreement with the SEC. The documents reviewed by Neligan Foley included thousands of pages of the SEC and other investigation materials, thousands of pages of deposition testimony of BDO personnel and other relevant witnesses together with all of the exhibits to those depositions, thousands of emails of BDO personnel, and the audited financial statements and the detailed audit work papers of BDO for all of the relevant audit years. Neligan Foley researched all relevant case law and Generally Accepted Auditing Standards ("GAAS") governing the potential audit malpractice claims belonging to the Receivership Estate, as well as the potential Texas Securities Act ("TSA") and other common law claims belonging to the Stanford investors, to determine how the facts surrounding BDO's audits of the Stanford companies supported those claims. Because the potential claims against BDO involved claims of professional negligence, Neligan Foley was also required to retain and work with a consulting audit malpractice expert to formulate the basis of the potential claims to be asserted against BDO, whose draft report was critical to the successful settlement of the BDO Lawsuits. Neligan Foley's investigation further required formulation of viable damage models and causation theories for both the Receivership Estate claims and the Investor claims.

14. Neligan Foley could not have successfully prosecuted and resolved the claims asserted in the BDO Lawsuits without having spent thousands of additional hours investigating and understanding the background and history of the complex web of Stanford companies, the operations, financial transactions, interrelationship and dealings between and among the various Stanford entities, and the facts relating to the Ponzi scheme and how it was perpetrated through the various Stanford entities. Without a comprehensive investigation and understanding of this

background, it would not have been possible to formulate and successfully prosecute viable claims against BDO, and prosecute them successfully to conclusion.

15. Plaintiffs' Counsel's investigation revealed that since 1995, BDO USA was the auditor of the most important businesses of the Stanford empire, including Stanford Group Company ("SGC"), Stanford's NASD registered broker-dealer that marketed and sold the SIBL CDs in the United States, Stanford Trust Company (Louisiana) ("STC"), which Stanford used to sell the CDs to IRA account holders, and Stanford Group Holdings ("SGH"), the holding company that owned both SGC and STC. The investigation further revealed that while BDO USA conducted an operational review of Stanford International Bank Ltd. ("SIBL") in the 1990s in an effort to secure business from SIBL, and several BDO partners served on the Stanford Antiguan Task Force that was involved in re-writing the financial regulations of Antigua, BDO USA was not hired for the business it had solicited from SIBL, and BDO USA was never the auditor for SIBL. Investigation further revealed that while BDO International, BDO Global, and Brussels Worldwide were foreign affiliates of BDO USA, they were not directly involved in the Stanford audits.

16. As part of their investigation, Plaintiffs' Counsel conducted a thorough analysis of the potential claims against BDO, considering: claims available under both state and federal law; the viability of those claims considering the facts underlying BDO's business dealings with Stanford and this Court's previous rulings; the success of similar claims in other Ponzi scheme cases, both in the Fifth Circuit and elsewhere; as well as defenses raised by BDO in their Motions to Dismiss and mediation position papers in the BDO Lawsuits.

**B. The Filing of the BDO Lawsuits, Motions to Dismiss, and Agreement to Mediate**

17. The Investor Plaintiffs and the Committee initiated the BDO Lawsuits by filing their Original Complaints in this Court on May 26, 2011 (the Investor Litigation) and May 9, 2012 (the Committee Litigation), respectively. Among other claims, the Plaintiffs asserted causes of action against BDO for negligence, aiding and abetting violations of the Texas Securities Act (the "TSA"), aiding and abetting breaches of fiduciary duty, participation in a fraudulent scheme, and conspiracy.

18. BDO filed comprehensive motions to dismiss in the Investor Litigation and stated its intention to file dismissal motions and a motion to compel arbitration in the Committee Litigation. In seeking dismissal of the claims asserted in the Investor Litigation, BDO argued that the Securities Litigation Uniform Standards Act ("SLUSA") preempted all causes of action asserted. BDO USA also contended that Plaintiffs' fraud allegations were not pled with specificity pursuant to Rule 9(b), that Plaintiffs' TSA claims were barred by limitations, and that Plaintiffs failed to plead the requisite scienter by BDO USA necessary to establish aider and abettor liability under the TSA. BDO USA's motion also urged that Plaintiffs' TSA claims were based upon non-existent co-conspirator theories of liability, and that Plaintiffs had failed to allege sufficient facts to demonstrate that BDO USA knowingly aided and assisted SGC's and STC's breaches of fiduciary duty. BDO USA also took issue with Plaintiffs' conspiracy claims, arguing that Texas does not recognize a cause of action for aiding and abetting a fraudulent scheme separate from conspiracy, that Plaintiffs had failed to allege particularized facts establishing BDO USA knowingly aided and assisted in the Stanford Ponzi scheme, that Plaintiffs' conspiracy claim was barred by a two-year limitations period and that Plaintiffs failed to allege particularized facts to demonstrate BDO USA had the requisite meeting of the minds

with the alleged co-conspirators to engage in a Ponzi scheme. BDO International, BDO Global and Brussels Worldwide each moved to dismiss under Rule 12(b)(2) alleging they were not subject to the Court's personal jurisdiction, and BDO International and Brussels Worldwide sought dismissal under Rule 12(b)(6) on the ground that they did not exist at the time of the events giving rise to Plaintiffs' causes of action. They also incorporated all of the arguments made by BDO USA in favor of dismissal.

19. Before the deadline for Plaintiffs to respond to the motions to dismiss in the Investor Litigation, and before BDO filed its motions to dismiss in the Committee Litigation, counsel for BDO contacted Plaintiffs' Counsel to indicate they would be seeking to compel arbitration of the claims in the Committee Litigation pursuant to the engagement agreements between BDO USA and the Stanford audit clients. The BDO engagement agreements also required the parties to mediate in advance of arbitration. Thus, the parties agreed that it made sense to mediate all of the claims asserted in the Investor Litigation and the Committee Litigation simultaneously to attempt to reach a global resolution of the issues between all Plaintiffs and BDO.

**C. Mediation and Settlement**

20. Mediation was held with the Hon. Layn Phillips in New York on August 28, 2014. Former Judge Phillips, then with the law firm Irell & Manella, has extensive experience mediating accounting and audit malpractice cases, having mediated and successfully resolved some of the largest accounting and audit malpractice cases in recent U.S. history.

21. Prior to mediation, Plaintiffs' counsel continued its investigation of both the Committee's and Investor Plaintiffs' claims against the BDO Entities, including review of the BDO depositions, documents, emails and work papers obtained by the SEC, as well as other

investigation materials. Counsel also worked with an audit malpractice expert to further evaluate, refine and formulate the basis of Plaintiffs' claims against the BDO Entities, including the applicable GAAS principles that Plaintiffs contended were violated. That led to the production of a draft expert report that was confidentially shared with the mediator and was instrumental in the settlement process.

22. Layn Phillips required the parties to exchange mediation position papers, together with exhibits and supporting authorities on July 22, 2014, so that each side could see the other side's arguments, evidence and authorities in support of their claims and defenses in advance of the mediation. He also required the parties to exchange reply papers with supporting exhibits and authorities on August 19, 2014. Finally, he required that the parties exchange proposed "term sheets" to identify issues that would need to be addressed in any final settlement agreement.

23. The mediation lasted a full day with numerous back and forth offers and demands, ultimately resulting in the $40 million settlement for which approval is sought in this motion. Without the tireless effort of the Receiver, the Committee, Investor Plaintiffs and their counsel in investigating and prosecuting these claims as part of the overall effort to recover money from third parties for the benefit of Stanford Investors, the settlement could never have been achieved, and the Committee and Investor Litigation would have dragged on for years with an uncertain outcome and great expense to the parties.

24. But for the BDO Settlement, the parties had agreed that the Committee Litigation would be dismissed and an arbitration complaint filed with AAA in Houston, Texas, as required by the BDO USA engagement letters. While arbitration might be more efficient in terms of getting to trial more quickly, arbitration would also have involved the substantial expense of

paying three arbitrators (the agreement called for one arbitrator to be selected by each side and a third to be selected by those two) as well as the administrative fees of AAA. The Investor Litigation would almost certainly have taken several years to resolve, with an uncertain outcome.

25. Since mediation on August 28, 2014, the Parties have spent over 8 months drafting, revising and negotiating the form and terms of the BDO Settlement Agreement, the Bar Order, the Judgment and Bar Order, the Notice and the Scheduling Order, for which the Parties now move for approval.

**D. The Settlement is Fair and Reasonable and Should be Approved**

26. It is my opinion based upon years of experience prosecuting, trying and settling complex receivership and bankruptcy litigation, and my assessment of the relative merits of the claims and defenses in the BDO Lawsuits, that the BDO Settlement is fair and reasonable and in the best interests of the Stanford receivership estate and the Stanford investors and should be approved by the Court. In addition to the risks, uncertainty, delay and costs associated with continued prosecution of the BDO Lawsuits that weigh in favor of the BDO Settlement, my assessment of the merits of the BDO Settlement includes consideration of the limits of BDO's insurance, the existence of three competing lawsuits falling within the same BDO insurance policy period that covers the claims in the BDO Lawsuits, and the defense costs being incurred by BDO which are further depleting the BDO insurance funds available to pay the Stanford claims.

## III. ATTORNEYS' FEES

**A. The Contingency Fee Agreement**

27. Plaintiffs' Counsel have been jointly handling all of the lawsuits referenced above, including the BDO Lawsuits, pursuant to twenty-five percent (25%) contingency fee

agreements with the Committee (in cases in which the Committee is a named Plaintiff) and the Investor Plaintiffs (in investor class action lawsuits). Neligan Foley also has twenty-five percent (25%) contingency fee agreements with the Receiver in the cases in which Neligan Foley represents the Receiver.

28. Attached as **Exhibit B** is a true and correct copy of the fee agreement between Plaintiffs' Counsel and the Committee for the BDO Lawsuits (the "Fee Agreement"), which is incorporated by reference as if set forth fully herein.[5] The Fee Agreement provides for payment of a fee of twenty-five percent (25%) of the Net Recovery from the BDO Settlement (defined as the total recovery after deducting allowable expenses and disbursements) to Plaintiffs' Counsel.

29. As stated in the Motion, Plainitffs seek Court approval to pay Plaintiffs' Counsel a fee equal to an aggregate of twenty-five percent (25%) of the Net Recovery (*i.e.*, the settlement amount less allowable disbursements) in the BDO Lawsuits. The gross amount of the settlement to be paid by BDO pursuant to the BDO Settlement is $40,000,000.00. The disbursements to be deducted from the settlement amount to calculate the Net Recovery from the BDO Settlement are $174,938.07, which are expenses previously reimbursed by the Receiver pursuant to the Fee Agreement. Thus, the Net Recovery from BDO is $39,825,061.93. Twenty-five percent (25%) of the Net Recovery is $9,956,265.48. This is the fee agreed to be paid to Plaintiffs' Counsel by the Committee and the Investor Plaintiffs, and this is the amount of the fee for which approval is sought in the Motion.

**B. The Court Has Previously Approved 25% Contingency Fee Agreements**

30. A twenty-five percent (25%) contingency fee has previously been approved as reasonable by this Court in its order approving the Receiver's agreement with the Committee

[5] The portions of the fee agreement related to lawsuits other than the BDO Lawsuits have been redacted, as such information is protected by attorney-client privilege.

regarding the joint prosecution of fraudulent transfer and other claims by the Receiver and the Committee (the "Committee-Receiver Agreement"). *See* Doc. 1267, p. 2 ("The Court finds that the fee arrangement set forth in the Agreement is reasonable."); *see also* Agreement [Doc. 1208] p. 3 (providing a "contingency fee" of twenty-five percent (25%) of any Net Recovery in actions prosecuted by the Committee's designated professionals). The Court's order approving the Committee-Receiver Agreement also provided that the Committee need not submit a fee application seeking an award of fees consistent with the percentage authorized under the Court's previous order unless required by Rule 23. *See* Doc. 1267, p. 2.

31. The Committee-Receiver Agreement further provided that the Committee "would prosecute certain fraudulent transfer claims and other actions for the benefit of Stanford investors/creditors in cooperation with Ralph S. Janvey, as receiver." *See* Doc. 1208, p. 1 ¶ 1. The Agreement further provided that "this proposal will apply to the litigation of all fraudulent transfer and similar claims that may be brought under common law, statute ... or otherwise..." and "unless otherwise agreed, the terms of this agreement will likewise apply to the pursuit of any other claims and causes of action that the Receiver and the Committee determine to jointly pursue." *Id.* at pp. 1-2.

32. The contingency fee agreements with the Committee, the Investor Plaintiffs and the Receiver (where applicable) in all of the above-referenced cases, including the Fee Agreement with the Plaintiffs in the BDO Lawsuits, similarly provide for a fee of twenty-five percent (25%) of the Net Recovery (defined as the total recovery after deducting allowable expenses and disbursements), and were modeled after the Committee-Receiver Agreement since

the parties knew that the Court had already approved a twenty-five percent (25%) contingency fee agreement.[6]

33. The twenty-five percent (25%) contingency fee arrangement that was approved by the Court in the context of the Committee-Receiver Agreement became the framework for all of the twenty-five percent (25%) contingency fee agreements that the Committee entered into with Plaintiffs' Counsel in the above-referenced lawsuits, including the BDO Lawsuits, as well as the twenty-five prevent (25%) contingency fee agreements that the Receiver entered into with Neligan Foley in certain of the above-referenced cases.

34. Although the Court has already approved a twenty-five percent (25%) contingency fee arrangement in its order approving the Committee-Receiver Agreement, *see* Doc. 1267, p. 2, and arguably the BDO Lawsuits are cases the Receiver and Committee determined to jointly pursue and hence are covered by this previously approved Committee-Receiver Agreement, Plaintiffs' Counsel filed the Motion seeking approval of the fee to be paid in the BDO Lawsuits in an abundance of caution and at the request of the Committee, the Examiner and the Receiver.

35. For the same reasons the Court previously found the twenty-five percent (25%) contingency fee Committee-Receiver Agreement to be reasonable, *see* Doc. 1267, p. 2, the Court should find the twenty-five percent (25%) contingency fee applicable to the settlement of the BDO Lawsuits to be reasonable and approve it for payment. The settlement of the BDO Lawsuits has yielded a significant benefit to the Stanford Receivership Estate and the Stanford

[6] In cases in which Neligan Foley has fee agreements with both OSIC and the Receiver, those agreements provide that only one twenty-five percent (25%) fee will be paid regardless of whether the recovery is based on OSIC claims or Receiver claims. Similarly, the agreements with the Investor Plaintiffs provide for only a single twenty-five percent (25%) fee regardless of whether there is a recovery on the investors' claims, OSIC's claims, or the Receiver's claims in a particular case.

investors and is the largest settlement of a third-party lawsuit in the over six-year history of the Stanford receivership.

**C. The 25% Contingency Fee is Fair and Reasonable**

36. It is my opinion that the fee requested in the Motion is reasonable in comparison to the total net amount to be recovered for the benefit of the Stanford investors. The twenty-five percent (25%) contingency fee was heavily negotiated between Committee and Plaintiffs' Counsel, and is substantially below the typical market rate contingency fee percentage of 33% to 40% that most law firms would demand to handle cases of this complexity and magnitude. In certain instances, including the BDO Lawsuits, the Committee interviewed other potential counsel who refused to handle the lawsuits without a higher percentage fee. In fact, Plaintiffs' Counsel initially requested a larger percentage in all of the Stanford lawsuits because of the complexity and magnitude of the lawsuits, the length of time that it could take to prosecute the cases to conclusion, the thousands of hours Plaintiffs' Counsel would have to invest in these cases, and the risk that there might ultimately be no recovery. The BDO Lawsuits and the other third-party lawsuits are extraordinarily large and complex, involving voluminous records and electronic data and requiring many years of investigation, discovery and dispositive motions to get to trial. The lawsuits involve significant financial outlay and risk by Plaintiffs' Counsel, the risk of loss at trial after years of work for no compensation, and an almost certain appeal following any victory at trial. Thus, while it is my opinion that these factors warrant a contingency fee of more than twenty-five percent (25%), Plaintiffs' counsel agreed to handle the lawsuits (including the BDO Lawsuits) on a twenty-five percent (25%) contingency basis, and that percentage is fair and reasonable given the time and effort required to litigate these cases, their complexity and the risks involved.

**D. Plaintiffs' Counsel's Efforts**

37. Neligan Foley has devoted a tremendous amount of time and incurred significant expenses in preparing and prosecuting the BDO Lawsuits. Neligan Foley attorneys and paralegals have spent almost 1,200 hours and over $600,000 of uncompensated time prosecuting the BDO Lawsuits alone. Neligan Foley has almost 7,000 hours and over $2.8 million worth of attorney and paralegal time invested in all of the Stanford litigation, but has only been paid $87,331.44 in attorneys' fees to date, which represents Neligan Foley's share of settlements of four fraudulent transfer cases. The proposed settlement is the result of many years of effort and thousands of hours of work by the Receiver, Committee, Investor Plaintiffs and Plaintiffs' Counsel as described herein. But for the efforts of these parties, and the efforts of Neligan Foley described herein, there would be no BDO Settlement, which will net the Receivership estate and the Stanford investors approximately $30 million they would not have otherwise had.

38. In addition to the efforts described herein related to the BDO Lawsuits specifically, Plaintiffs' Counsel involved in the prosecution of the litigation against BDO were also involved in the briefing and argument of the successful appeals of the SLUSA issue to the Fifth Circuit and the United States Supreme Court in the *Willis* and *Proskauer* investor lawsuits. But for Plaintiffs' Counsel's efforts over several years to win the SLUSA appeal, the Investor Lawsuit against BDO could not have proceeded.

39. Plaintiffs' Counsel have done an immense amount of work investigating and analyzing the Stanford Ponzi scheme since the commencement of this receivership case, all of which allowed Plaintiffs' Counsel to formulate, file and successfully prosecute and settle the claims against BDO. But for the diligent efforts of Plaintiffs' Counsel since the commencement of this receivership proceeding, the settlement with BDO would never have been achieved.

40. In light of the tremendous time and effort Neligan Foley and the other Plaintiffs' Counsel have put into the effort to recover monies for the Stanford Receivership Estate and the investors, including but not limited to the time related to the BDO Lawsuits alone, all of which was necessary to the successful prosecution and resolution of the BDO case, it is my opinion that the twenty-five percent (25%) fee to be paid to counsel for the Committee and the Investor Plaintiffs for the settlement of the BDO Lawsuits is very reasonable. Neligan Foley and the other Plaintiffs' Counsel have worked tirelessly for over five years to attempt to recover money for the benefit of Stanford's investors for virtually no compensation.

41. The Court has already found the twenty-five percent (25%) contingency fee to be reasonable in the context of its approval of the Committee-Receiver fee agreement, and I would submit that the Court should do so in the case of the BDO Lawsuits for the same reasons. Here, there is even more reason to find the fee to be reasonable than in the fraudulent transfer lawsuit context, as the BDO Lawsuits and the other larger third-party cases are extraordinarily more complex, time consuming and risky, involving numerous factual and legal issues and claims when compared to the relatively straight-forward fraudulent transfer claims.

42. The fact that Neligan Foley and the other firms were able to successfully resolve the BDO Lawsuits at this stage should not result in any reduction of their fee, as this would essentially penalize the law firms for having resolved the Lawsuits successfully and somewhat early in the process of the litigation. Neligan Foley and the other law firms could just as easily have been required to litigate these cases for many years, all the way through a trial and appeal, with no guarantee of success. Altering the fee arrangement that was agreed to by the Committee after attempts by counsel to negotiate for a higher fee and in reliance upon the Court's previous order approving a twenty-five percent (25%) contingency agreement that covers claims and

causes of action jointly prosecuted by the Receiver and the Committee would be unfair to the law firms that took a significant risk and signed on to litigate the cases to the end, no matter the outcome.

43. I respectfully submit that an award of attorneys' fees equal to twenty-five percent (25%) of the net recovery from the BDO Settlement, as requested, is reasonable and appropriate considering the significant time, effort, and resources which Neligan Foley and the other firms retained by Committee have invested in investigating the Stanford fraud, prosecuting and resolving this claim, and prosecuting the other Stanford-related litigation.

Dated: May 15, 2015.

Douglas J. Buncher

# NELIGAN FOLEY LLP

325 N. St. Paul
Suite 3600
Dallas, TX 75201

Telephone: 214.840.5300
Facsimile: 214.840.5301

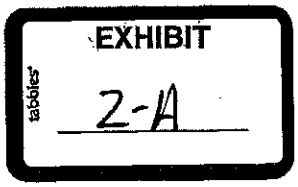
May 15, 2015

John Little
Little Pederson Fankhauser LLP
901 Main Street, Suite 4110
Dallas, TX 75202

In Reference To: Stanford/BDO Litigation
CM# 10676-005
Invoice Number: 23925

Legal Services

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 2/18/2013 | DJB | Confer with Mr. Snyder regarding claims against BDO (.3); correspondence with Mr. Snyder and Mr. Hohmann regarding issues related to claims against BDO (.3). | 0.60<br>625.00/hr | 375.00 |
| 4/26/2013 | DJB | Review and reply to correspondence (.1). | 0.10<br>625.00/hr | 62.50 |
| 5/16/2013 | DJB | Review and reply to correspondence from Mr. Snyder regarding [redacted] (.2). | 0.20<br>625.00/hr | 125.00 |
| 6/3/2013 | KLG | Assemble pleadings and file materials for BDO litigation. | 0.50<br>115.00/hr | 57.50 |
| 6/4/2013 | KLG | Assemble pleadings and file materials for BDO litigation. | 0.80<br>115.00/hr | 92.00 |
| 6/5/2013 | KLG | Continue assemble pleadings and file materials for BDO litigation. | 0.70<br>115.00/hr | 80.50 |



| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 6/6/2013 | KLG | Review BDO case dockets and pleadings filed, download same and update internal case dockets. | 0.10 115.00/hr | 11.50 |
| 6/11/2013 | DJB | Research regarding [redacted] issues (.5). | 0.50 625.00/hr | 312.50 |
| 6/14/2013 | DJB | Correspondence related to Neligan Foley assuming lead role in BDO case (0.6); confer with Mr. Foley and Mr. Neligan regarding same (0.5); review and reply to correspondence from Mr. Little regarding same (0.2); correspondence regarding termination of Hohmann representation and possible role for Neligan Foley in Proskauer and BDO cases (.6); confer with Mr. Foley and Mr. Neligan regarding same (.5); review Mr. Little's correspondence related to termination of Hohmann representation (.2); review background related to BDO suit (0.5). | 3.10 625.00/hr | 1,937.50 |
| | PJN | Confer with Mr. Buncher and Mr. Foley regarding BDO lawsuits (0.5). | 0.50 675.00/hr | 337.50 |
| | NAF | Confer with Mr. Neligan and Mr. Buncher regarding BDO lawsuits (0.5); review correspondence related to same (0.3). | 0.80 650.00/hr | 520.00 |
| 6/17/2013 | PJN | Numerous emails and discussions regarding issues for call with Mr. Janvey (2.1). | 2.10 675.00/hr | 1,417.50 |
| 6/18/2013 | DJB | Review pleadings in BDO cases to prepare for call with Receiver (1.5); participate in telephone conference with Mr. Sadler and Mr. Janvey; follow up correspondence with Mr. Janvey (0.7). | 2.20 625.00/hr | 1,375.00 |
| | PJN | Review BDO pleadings (1.7); participate in telephone conference with Mr. Sadler and Mr. Janvey regarding representation (0.7). | 2.40 675.00/hr | 1,620.00 |
| | NAF | Review BDO pleadings (1.5); participate in telephone conference with Mr. Sadler and Mr. Janvey regarding representation (0.7). | 2.20 650.00/hr | 1,430.00 |
| 6/19/2013 | DJB | Review supplemental terms of engagement of OSIC counsel (.2). | 0.20 625.00/hr | 125.00 |
| 6/20/2013 | DJB | Review financial statements prepared by BDO and other background documents relevant to claims against BDO. | 7.60 625.00/hr | 4,750.00 |
| 6/25/2013 | DJB | Confer with Mr. Hohmann regarding substitution (.4); correspondence with Mr. Snyder, Mr. Little and Mr. Sadler regarding Hohmann response (.3); review Hohmann correspondence to Receiver and Committee | 1.40 625.00/hr | 875.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| | | Chairman (.4); confer with Mr. Foley and Mr. Neligan regarding representation and engagement agreement (.3). | | |
| 6/28/2013 | PJN | Review agenda for upcoming OSIC meeting and prepare for meeting (1.0). | 1.00 675.00/hr | 675.00 |
| | DJB | Prepare for OSIC meeting (.2). | 0.20 625.00/hr | 125.00 |
| 7/1/2013 | PJN | Prepare for and attend meeting with Receiver and other counsel regarding status of litigation, etc. (2.2). | 2.20 675.00/hr | 1,485.00 |
| | DJB | Prepare for and attend OSIC meeting in Austin (2.2). | 2.20 625.00/hr | 1,375.00 |
| 7/9/2013 | DJB | Correspondence with Mr. Little related to BDO and representation (.2) | 0.20 625.00/hr | 125.00 |
| 7/11/2013 | DJB | Telephone conference with Mr. Snyder regarding BDO case (.7); confer with Mr. Neligan regarding BDO claims (.5). | 1.20 625.00/hr | 750.00 |
| | PJN | Telephone conference with Mr. Snyder regarding BDO case (.7); confer with Mr. Buncher regarding BDO (.5). | 1.20 675.00/hr | 810.00 |
| 7/15/2013 | RC | Review and revise Motions to Substitute Counsel in BDO cases. | 0.40 150.00/hr | 60.00 |
| 8/5/2013 | JDG | Review SEC administrative decision against Bogar and Green. | 2.80 300.00/hr | 840.00 |
| 8/6/2013 | DJB | Review Boger/Green administrative decision. | 2.60 625.00/hr | 1,625.00 |
| 9/9/2013 | DJB | Attend Investors Committee meeting - BDO portion (0.5). | 0.50 625.00/hr | 312.50 |
| | PJN | Attend Investors Committee meeting - BDO portion (0.5). | 0.50 675.00/hr | 337.50 |
| 9/13/2013 | DJB | Review and reply to correspondence (.1). | 0.10 625.00/hr | 62.50 |
| 9/19/2013 | DJB | Confer with Ms. Clark regarding status of BDO cases (0.2). | 0.20 625.00/hr | 125.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 10/15/2013 | DJB | Telephone conference with Mr. Snyder regarding BDO lawsuit (.5); confer with Mr. Foley and Mr. Neligan regarding same (.2); review complaints and all prior pleadings in suits by Receiver/OSIC and investors against BDO (5.9); confer with Mr. Foley and Mr. Neligan regarding same (0.6). | 7.20 625.00/hr | 4,500.00 |
| | NAF | Telephone conference with Mr. Snyder regarding BDO lawsuit (.5); confer with Mr. Buncher and Mr. Neligan regarding same (.2); review complaints and all prior pleadings in suits by Receiver/OSIC and investors against BDO (6.7); confer with Mr. Buncher and Mr. Neligan regarding same (0.6). | 8.00 650.00/hr | 5,200.00 |
| | PJN | Telephone conference with Mr. Snyder regarding BDO lawsuit (.5); confer with Mr. Foley and Mr. Buncher regarding same (.2); review complaints and all prior pleadings in suits by Receiver/OSIC and investors against BDO (6.3); confer with Mr. Foley and Mr. Buncher regarding same (0.6). | 7.60 675.00/hr | 5,130.00 |
| 10/16/2013 | DJB | Draft correspondence regarding BDO case (.3). | 0.30 625.00/hr | 187.50 |
| 10/17/2013 | DJB | Confer with Mr. Foley and Mr. Neligan regarding BDO case (.4); telephone conference with Mr. Snyder regarding BDO case (.3); draft correspondence to Mr. Morgenstern and Mr. Valdespino regarding same (.3). | 1.00 625.00/hr | 625.00 |
| | NAF | Confer with Mr. Buncher and Mr. Neligan regarding BDO case (.4); telephone conference with Mr. Snyder regarding BDO case (.3). | 0.70 650.00/hr | 455.00 |
| | PJN | Confer with Mr. Buncher and Mr. Foley regarding BDO case (.4); telephone conference with Mr. Snyder regarding BDO case (.3). | 0.70 675.00/hr | 472.50 |
| 10/18/2013 | DJB | Further discussion with Mr. Foley, Mr. Snyder and Mr. Neligan regarding issues in BDO case (1.0). | 1.00 625.00/hr | 625.00 |
| | NAF | Further discussion with Mr. Buncher, Mr. Snyder and Mr. Neligan regarding issues in BDO case (1.0). | 1.00 650.00/hr | 650.00 |
| | PJN | Further discussion with Mr. Buncher, Mr. Snyder and Mr. Foley regarding issues in BDO case (1.0). | 1.00 675.00/hr | 675.00 |
| 10/21/2013 | DJB | Review article regarding Stanford receivership (.2); review correspondence from Mr. Snyder and Mr. Little (.2); telephone conference with Mr. Little and Mr. Snyder regarding BDO lawsuit (.7); | 1.50 625.00/hr | 937.50 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| | | correspondence with Mr. Valdespino and Mr. Snyder (.1); confer with Mr. Foley (.3). | | |
| 10/21/2013 | NAF | Review background information related to BDO claims (1.1); telephone conference with Mr. Little and Mr. Snyder regarding BDO lawsuit (.7); confer with Mr. Buncher regarding BDO claims (.3). | 2.10 650.00/hr | 1,365.00 |
| 10/22/2013 | DJB | Confer with Mr. Foley regarding BDO case (.2); draft correspondence to Mr. Snyder, Mr. Valdespino and Mr. Morgenstern regarding BDO (.4). | 0.60 625.00/hr | 375.00 |
| | NAF | Confer with Mr. Buncher regarding BDO case (.2). | 0.20 650.00/hr | 130.00 |
| | DJB | Draft correspondence to Mr. Snyder, Mr. Valdespino and Mr. Morgenstern regarding BDO (.4). | 0.40 625.00/hr | 250.00 |
| 10/24/2013 | DJB | Research treatises and case law regarding accounting malpractice claims and damage issues (4.5). | 4.50 625.00/hr | 2,812.50 |
| 10/29/2013 | DJB | Correspondence related to representation of receiver in BDO case (.5). | 0.50 625.00/hr | 312.50 |
| 10/31/2013 | DJB | Correspondence with Mr. Little and others related to BDO (.5). | 0.50 625.00/hr | 312.50 |
| 11/1/2013 | DJB | Research legal issues related to BDO case (.8); review and reply to correspondence regarding [redacted] (.5). | 1.30 625.00/hr | 812.50 |
| 11/4/2013 | DJB | Correspondence [redacted] regarding BDO case (.2); continue analysis of claims against BDO and background documents (.9). | 1.10 625.00/hr | 687.50 |
| 11/5/2013 | DJB | Review and analysis of claims against BDO, law governing accounting malpractice claims, legal issues with estate and investor claims and declarations of Karyl Van Tassel (5.5); telephone conference with [redacted] and [redacted] regarding claims against BDO (.7); follow up conferences with Mr. Neligan and Mr. Foley regarding BDO claims (.5). | 6.70 625.00/hr | 4,187.50 |
| | NAF | Review and analysis of claims against BDO (3.2); follow up conferences with Mr. Neligan and Mr. Buncher regarding BDO claims (.5). | 3.70 650.00/hr | 2,405.00 |
| | PJN | Review and analysis of claims against BDO (4.7); follow up conferences with Mr. Foley and Mr. Buncher regarding BDO claims (.5). | 5.20 675.00/hr | 3,510.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 11/6/2013 | DJB | Continue review and analysis of claims against BDO, law governing accounting malpractice claims, legal issues with estate and investor claims and declarations of Karyl Van Tassel (6.5); review and reply to correspondence from Mr. Russell (.7). | 7.20 625.00/hr | 4,500.00 |
| 11/7/2013 | DJB | Continue review and analysis of claims against BDO, law governing accounting malpractice claims, legal issues with estate and investor claims and declarations of Karyl Van Tassel (7.4). | 7.40 625.00/hr | 4,625.00 |
| 11/8/2013 | DJB | Telephone conference with co-counsel regarding BDO claims (.5); continue review and analysis of legal and factual issues for estate case against BDO (4.8). | 5.30 625.00/hr | 3,312.50 |
| | RC | Update internal case docket for Wilkinson v. BDO civil action and upload pleadings from Court's docket. | 1.10 150.00/hr | 165.00 |
| 11/11/2013 | RC | Update internal case docket for OSIC v. BDO civil action and upload pleadings from Court's docket (0.8). | 0.80 150.00/hr | 120.00 |
| | DJB | Telephone conference with Mr. Little and others regarding BDO suit (.5); draft correspondence to [redacted] regarding potential experts (.2); draft correspondence regarding amendment of complaint (.3); review Committee fee agreement and correspond with Mr. Little regarding same (.8); continue analysis of background materials for BDO case (5.4). | 7.20 625.00/hr | 4,500.00 |
| 11/12/2013 | DJB | Continue review of background material and case law and evaluation of legal and factual issues in BDO case (4.3). | 4.30 625.00/hr | 2,687.50 |
| 11/13/2013 | DJB | Continue review of background material and case law and evaluation of legal and factual issues in BDO case (6.6); review and reply to correspondence from Mr. Snyder regarding motion for substitution (.5); confer with Mr. Gaither regarding preparation of motion and issues (.6). | 7.70 625.00/hr | 4,812.50 |
| | JDG | Confer with Mr. Buncher regarding preparation of motion for substitution and legal issues involved in BDO litigation (.6). | 0.60 300.00/hr | 180.00 |
| 11/14/2013 | DJB | Continue review of background material and case law and evaluation of legal and factual issues in BDO case (6.5); telephone conference with Mr. Sadler and Mr. Powers regarding damage model (.7); follow up correspondence with Mr. Snyder (.3); follow up conference with Mr. Neligan and Mr. Gaither regarding damage model (.5). | 8.00 625.00/hr | 5,000.00 |
| | PJN | Review Mr. Buncher's email and case law and follow-up emails regarding same (1.2). | 1.20 675.00/hr | 810.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 11/14/2013 | JDG | Follow up conference with Mr. Neligan and Mr. Buncher regarding damage model (.5). | 0.50<br>300.00/hr | 150.00 |
| | PJN | Follow up conference with Mr. Gaither and Mr. Buncher regarding damage model (.5). | 0.50<br>675.00/hr | 337.50 |
| 11/15/2013 | DJB | Continue review of background material and case law and evaluation of legal and factual issues in BDO case (7.6). | 7.60<br>625.00/hr | 4,750.00 |
| 11/18/2013 | DJB | Continue investigation and analysis of BDO claims and damages analysis (2.6); correspond with Mr. Sadler regarding damages issues (0.1). | 2.70<br>625.00/hr | 1,687.50 |
| 11/19/2013 | RC | Review and download pleadings filed in BDO cases to internal case dockets. | 1.60<br>150.00/hr | 240.00 |
| 11/20/2013 | DJB | Continue background investigation of BDO claims (2.6); draft correspondence to Mr. Little regarding amendment of complaint (0.3); review and reply to correspondence from Mr. Snyder regarding document production protocol (.2); correspondence with Mr. Snyder and Mr. Little regarding transcript and exhibits from Bogar administrative hearing (.2). | 3.30<br>625.00/hr | 2,062.50 |
| 11/22/2013 | DJB | Attend Stanford Investors Committee Meeting - BDO portion (0.5). | 0.50<br>625.00/hr | 312.50 |
| 11/25/2013 | DJB | Review and reply to correspondence from Mr. Snyder (.1); draft correspondence [redacted] regarding request for Stanford materials (.2); review of memo regarding Van Tassel declarations (1.8); draft correspondence regarding amendment of BDO Complaint (.1); draft correspondence to [redacted] (.3). | 2.50<br>625.00/hr | 1,562.50 |
| 11/26/2013 | DJB | Correspondence with Mr. Snyder regarding claims (.3); review and reply to correspondence [redacted] (.2); review and comment upon revised engagement letters from Mr. Little (.7). | 1.20<br>625.00/hr | 750.00 |
| 12/2/2013 | DJB | Review correspondence from Mr. Russell regarding financial records in possession of FTI/PWC (.3); correspondence with Mr. Snyder regarding same (.2). | 0.50<br>625.00/hr | 312.50 |
| 12/3/2013 | DJB | Draft correspondence to Mr. Little regarding revised engagement letters (.2); review notice of status conference and request for submission about priority of rulings (.5). | 0.70<br>625.00/hr | 437.50 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 12/4/2013 DJB | Review and reply to correspondence regarding transcripts from Bogar/Green/Young proceeding (.3); correspondence regarding BDO Complaint (.2); review and revise fee agreement (1.0). | 1.50 625.00/hr | 937.50 |
| 12/9/2013 DJB | Confer with Mr. Foley regarding status of lawsuits (.4); review and reply to correspondence from Mr. Morgenstern regarding master fee agreement (.4). | 0.80 625.00/hr | 500.00 |
| NAF | Confer with Mr. Buncher regarding status of lawsuits (.4). | 0.40 650.00/hr | 260.00 |
| 12/10/2013 DJB | Continue review of background materials and documents supporting claims in BDO case (5.2). | 5.20 625.00/hr | 3,250.00 |
| 12/11/2013 DJB | Continue review of background documents and depositions for BDO case (3.4). | 3.40 625.00/hr | 2,125.00 |
| 12/13/2013 DJB | Review of Ancira deposition transcript (1.1). | 1.10 625.00/hr | 687.50 |
| 12/18/2013 DJB | Review correspondence [redacted] (.2); correspondence regarding amended joint venture agreement (.2). | 0.40 625.00/hr | 250.00 |
| 12/19/2013 DJB | Review and reply to correspondence from Mr. Little and Mr. Snyder regarding various issues (.4); confer with Ms. Fairchild regarding [redacted] (.2); review advisory to court regarding pending motions and reply to correspondence regarding same (.3); continue review of BDO depositions and exhibits (1.4); continue review of BDO depositions and exhibits (1.4); review and reply to correspondence from Mr. Snyder (.2); review and reply to miscellaneous additional correspondence (.6). | 4.50 625.00/hr | 2,812.50 |
| 12/26/2013 DJB | Continue review of Ancira deposition and exhibits (2.0). | 2.00 625.00/hr | 1,250.00 |
| 12/27/2013 DJB | Continue review of Ancira deposition and exhibits (1.6); review and reply to correspondence from Mr. Little regarding amended OSIC engagement agreements and Amended Master JV Agreement (.5). | 2.10 625.00/hr | 1,312.50 |
| 12/30/2013 DJB | Continue review of Ancira deposition and exhibits (2.5). | 2.50 625.00/hr | 1,562.50 |
| 1/2/2014 DJB | Correspondence regarding amended master joint venture agreement (.2); review amended engagement agreements with OSIC on BDO matter (.5). | 0.70 625.00/hr | 437.50 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 1/6/2014 DJB | Continue review of depositions and exhibits for BDO case (2.4); address issues related to Amended Master Joint Venture Agreement (.2). | 2.60<br>625.00/hr | 1,625.00 |
| 1/7/2014 DJB | Review amended engagement letters with Committee and provide comments to Mr. Little (.5); review and reply to correspondence related to revised OSIC engagement letters (.3). | 0.80<br>625.00/hr | 500.00 |
| 1/8/2014 DD | Reviewed documents in the case on the Ringtail system related to potential claims against BDO. | 6.20<br>350.00/hr | 2,170.00 |
| 1/9/2014 DD | Reviewed documents in the case on the Ringtail system related to potential claims against BDO. | 6.80<br>350.00/hr | 2,380.00 |
| 1/10/2014 DD | Reviewed documents in the case on the Ringtail system related to potential claims against BDO. | 6.60<br>350.00/hr | 2,310.00 |
| 1/13/2014 DD | Review documents in the case on the Ringtail system related to potential claims against BDO. | 6.30<br>350.00/hr | 2,205.00 |
| 1/14/2014 DD | Review documents in the case on the Ringtail system related to potential claims against BDO. | 6.80<br>350.00/hr | 2,380.00 |
| DJB | Correspondence with Mr. Little regarding amended OSIC engagement letters (.7). | 0.70<br>625.00/hr | 437.50 |
| 1/15/2014 DD | Review documents in the case on the Ringtail system related to potential claims against BDO. | 5.70<br>350.00/hr | 1,995.00 |
| DJB | Further correspondence with Mr. Little concerning amended OSIC engagement letters (.3); review correspondence and opinion from Mr. Snyder regarding [redacted] (.8); review various ecf notices (.2); review correspondence regarding amended engagement letters and OSIC meeting (.3). | 1.60<br>625.00/hr | 1,000.00 |
| 1/16/2014 DJB | Attend status conference with Court (0.5); attend OSIC meeting (0.5). | 1.00<br>625.00/hr | 625.00 |
| 1/20/2014 DD | Call to Robert Duncan with the SEC regarding [redacted] (0.1). | 0.10<br>350.00/hr | 35.00 |
| 1/23/2014 DD | Draft evidence custody form and delivery of hard drive containing BDO documents to MODO Networks (0.2). | 0.20<br>350.00/hr | 70.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 1/28/2014 | RC | Research Stanford lawsuits for [redacted] prepare chart with search results and present same to J. Gaither. | 0.50 150.00/hr | 75.00 |
| 1/29/2014 | JDG | Research regarding [redacted] | 1.10 300.00/hr | 330.00 |
| 1/30/2014 | DJB | Continue review of case law relating to [redacted] (1.4); confer with Mr. Foley and Mr. Neligan regarding same (.6). | 2.00 625.00/hr | 1,250.00 |
| | NAF | Confer with Mr. Buncher and Mr. Neligan regarding status of Stanford litigation (.6). | 0.60 650.00/hr | 390.00 |
| | PJN | Confer with Mr. Buncher and Mr. Foley regarding status of Stanford litigation (.6). | 0.60 675.00/hr | 405.00 |
| 2/3/2014 | DD | Telephone conference with Steve Davis at Digital Discovery regarding the BDO hard drive (0.2). | 0.20 350.00/hr | 70.00 |
| 2/4/2014 | DD | Review BDO documents on encrypted drive (2.5). | 2.50 350.00/hr | 875.00 |
| 2/5/2014 | DD | Email to counsel at the SEC regarding [redacted] (0.2). | 0.20 350.00/hr | 70.00 |
| | RC | Prepare BDO contact sheets. | 0.60 150.00/hr | 90.00 |
| 2/6/2014 | DJB | Confer with Mr. Dunn regarding BDO hard drive (.5). | 0.50 625.00/hr | 312.50 |
| 2/7/2014 | DJB | Review email from Mr. Snyder regarding ruling in [redacted] (.5); correspondence with Mr. Arlington regarding document review and inventory (.3); address issues related to BDO hard drive (.5). | 1.30 625.00/hr | 812.50 |
| 2/10/2014 | DD | Research briefs from [redacted] (1.4); telephone call to the Appellate division regarding the briefs in the case (0.1); research regarding [redacted] (3.0); review of SEC data from BDO hard drive (1.0). | 5.50 350.00/hr | 1,925.00 |
| 2/11/2014 | SR | Review documents in Houston warehouse (8.5). | 8.50 395.00/hr | 3,357.50 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 2/11/2014 | DD | Scan and email briefs from New York audit malpractice case to Buncher and Snyder (0.1); continue review of BDO documents (7.2). | 7.30 350.00/hr | 2,555.00 |
| 2/12/2014 | SR | Review documents in Houston warehouse and return to Dallas (11.0). | 11.00 395.00/hr | 4,345.00 |
| | DD | Continue review of the BDO documents. | 6.70 350.00/hr | 2,345.00 |
| 2/13/2014 | DD | Continue review of the BDO documents. | 5.30 350.00/hr | 1,855.00 |
| | DJB | Telephone conference with co-counsel related to OSIC engagement agreements (.5). | 0.50 625.00/hr | 312.50 |
| 2/18/2014 | DD | Continued review of the BDO documents from the hard drive. | 6.20 350.00/hr | 2,170.00 |
| | DJB | Telephone conference with Mr. Sadler and others related to [redacted] (.5). | 0.50 625.00/hr | 312.50 |
| 2/19/2014 | SR | Conference call with co-counsel regarding [redacted] (0.8); work with Doug Buncher regarding document production issues (0.1); review Doug Buncher correspondence regarding [redacted] (0.1). | 1.00 395.00/hr | 395.00 |
| | DD | Continue review of BDO documents from hard drive (5.3). | 5.30 350.00/hr | 1,855.00 |
| 2/20/2014 | DD | Review of BDO documents (6.9). | 6.90 350.00/hr | 2,415.00 |
| 2/21/2014 | DJB | Telephone conference and email with Mr. Little and other counsel related to fee agreements (.5). | 0.50 625.00/hr | 312.50 |
| 2/26/2014 | DJB | Review Supreme Court decision in Proskauer and Willis cases (1.5); confer with Mr. Foley and Mr. Neligan regarding same (.5); confer with Mr. Snyder regarding impact on class action litigation and strategy going forward (.3). | 2.30 625.00/hr | 1,437.50 |
| | NAF | Review Supreme Court decision in Proskauer and Willis cases (1.5); confer with Mr. Buncher and Mr. Neligan regarding same (.5); confer with Mr. Snyder regarding impact on class action litigation and strategy going forward (.3). | 2.30 650.00/hr | 1,495.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 2/26/2014 | PJN | Review Supreme Court decision in Proskauer and Willis cases (1.5); confer with Mr. Buncher and Mr. Foley regarding same (.5); confer with Mr. Snyder regarding impact on class action litigation and strategy going forward (.3). | 2.30 675.00/hr | 1,552.50 |
| 2/27/2014 | DJB | Correspondence with Mr. Snyder regarding implications of Supreme Court ruling and strategy for class cases (.5). | 0.50 625.00/hr | 312.50 |
| 3/4/2014 | DJB | Review memo from Mr. Snyder regarding various legal issues (.6); correspondence with Mr. Snyder regarding same (.4). | 1.00 625.00/hr | 625.00 |
| 3/5/2014 | DD | Continue review of documents (2.1). | 2.10 350.00/hr | 735.00 |
| | DJB | Review and reply to correspondence from Mr. Little regarding [redacted] (.3). | 0.30 625.00/hr | 187.50 |
| 3/6/2014 | DD | Conference with Doug Buncher and Ed Snyder regarding documents and strategy (1.0); continue review of BDO documents (4.3). | 5.30 350.00/hr | 1,855.00 |
| 3/10/2014 | DJB | Review and provide comments on Examiner's proposed status report (0.3). | 0.30 625.00/hr | 187.50 |
| 3/21/2014 | DJB | Attend OSIC meeting - BDO portion (0.5). | 0.50 625.00/hr | 312.50 |
| 3/25/2014 | SR | Travel to Houston and review warehouse documents (8.5). | 8.50 395.00/hr | 3,357.50 |
| 3/26/2014 | SR | Review warehouse documents and travel back to Dallas (13.0). | 13.00 395.00/hr | 5,135.00 |
| 3/27/2014 | SR | Draft report to Doug Buncher regarding reviewed documents (0.2); telephone call with Doug Buncher regarding document review logistics (0.2). | 0.40 395.00/hr | 158.00 |
| | DJB | Review and reply to correspondence related to judgment of Supreme Court (.2). | 0.20 625.00/hr | 125.00 |
| 3/31/2014 | DJB | Correspondence with Mr. Snyder and Mr. Little regarding Supreme Court judgment (.2). | 0.20 625.00/hr | 125.00 |
| 4/1/2014 | DJB | Correspondence with Mr. Little regarding amended joint venture agreement (.4). | 0.40 625.00/hr | 250.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 4/4/2014 | DJB | Review and reply to correspondence from counsel for BDO regarding status of case (.3); review stipulations for stays in OSIC and class cases against BDO (.3); further correspondence related to same (.2). | 0.80 625.00/hr | 500.00 |
| 4/7/2014 | DJB | Review and reply to correspondence from BDO counsel (.2); review and reply to correspondence from Mr. Little regarding Amended Master Joint Venture Agreement (.5). | 0.70 625.00/hr | 437.50 |
| 4/8/2014 | RC | Create contact sheet for Wilkinson v. BDO (0.8). | 0.80 150.00/hr | 120.00 |
| 4/9/2014 | DJB | Address issues related to engagement letters (.9); review case law regarding legal issues in BDO case and discuss same with Mr. Gaither (.7); review proposed stipulation from BDO counsel and draft correspondence related to same (.3); analyze possible amendment of class complaint in BDO case, review case law and confer with Mr. Gaither regarding legal issues and amendment of complaint (1.9). | 3.80 625.00/hr | 2,375.00 |
| | JDG | Address issues related to engagement letters (.9); review case law regarding legal issues in BDO case and discuss same with Mr. Buncher (.7); confer with Mr. Buncher regarding legal issues and amendment of complaint (.5); research potential basis for amendment of complaint (1.2); research regarding [redacted] in BBO lawsuit. (3.2). | 6.50 300.00/hr | 1,950.00 |
| 4/10/2014 | DJB | Confer with Mr. Gaither regarding amendment of BDO complaint (.5). | 0.50 625.00/hr | 312.50 |
| | JDG | Confer with Mr. Buncher regarding amendment of BDO class complaint (.5). | 0.50 300.00/hr | 150.00 |
| 4/11/2014 | DJB | Telephone conference with Mr. Nelson regarding stipulation regarding briefing in BDO class case (.2); confer with Mr. Gaither regarding BDO class action issues (0.7). | 0.90 625.00/hr | 562.50 |
| | JDG | Confer with Mr. Buncher regarding BDO class action issues (0.3); research regarding [redacted] (1.1). | 1.40 300.00/hr | 420.00 |
| 4/15/2014 | DJB | Review correspondence related signature of engagement letters (.2). | 0.20 625.00/hr | 125.00 |
| 4/16/2014 | DJB | Review and reply to correspondence from Mr. Nelson (.1). | 0.10 625.00/hr | 62.50 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 4/21/2014 | DJB | Correspondence with Mr. Nelson regarding Amendment of OSIC Complaint and briefing schedule in BDO case (.2); review and revise First Amended Complaint against BDO in OSIC case (3.2). | 3.40 625.00/hr | 2,125.00 |
| 4/22/2014 | RC | Draft Notice of Appearance for N. Foley, D. Buncher, J. Gaither and D. Dunn in both BDO cases (.6). | 0.60 150.00/hr | 90.00 |
| | DJB | Review and revise First Amended Complaint against BDO (3.1); review and reply to correspondence from Mr. Nelson regarding production of STC audited financials (.2); correspondence with Mr. Valdespino regarding BDO files (.2). | 3.50 625.00/hr | 2,187.50 |
| 4/23/2014 | RC | Revise and finalize Notice of Appearance in both BDO cases; file Notices of Appearance in both BDO cases with the Court via ECF (.3). | 0.30 150.00/hr | 45.00 |
| | DJB | Continue review and revision of First Amended Complaint against BDO (2.4); telephone conference with [redacted] and co-counsel regarding amendments (.6); follow up conference with [redacted] regarding allegations in BDO lawsuit (.3). | 3.30 625.00/hr | 2,062.50 |
| 4/24/2014 | RC | Update internal case dockets with recently filed pleadings. | 0.40 150.00/hr | 60.00 |
| | DJB | Finish revision of First Amended Complaint in BDO litigation (1.8); draft correspondence to Mr. Little regarding same (.2). | 2.00 625.00/hr | 1,250.00 |
| 4/28/2014 | DJB | Review deposition of Kerry Jackson (3.1). | 3.10 625.00/hr | 1,937.50 |
| 4/29/2014 | DJB | Continue review of Kerry Jackons deposition and exhibits (3.2); research and review applicable SAS standards (2.7); correspondence with Mr. Little regarding revised engagement letters (.3). | 6.20 625.00/hr | 3,875.00 |
| 4/30/2014 | DJB | Continue review of depositions, exhibits and auditing standards (3.4); draft correspondence to [redacted] regarding meeting with potential expert (.1). | 3.50 625.00/hr | 2,187.50 |
| 5/1/2014 | DJB | Correspondence with [redacted] regarding interview of potential expert witness (.3); complete review of deposition of Kerry Jackson (3.1). | 3.40 625.00/hr | 2,125.00 |
| 5/2/2014 | DJB | Review depositions (3.4). | 3.40 625.00/hr | 2,125.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 5/5/2014 DJB | Prepare for and interview potential expert witness (2.5); correspondence with Mr. Reece (.1). | 2.60 625.00/hr | 1,625.00 |
| 5/6/2014 DJB | Draft correspondence regarding recommendation for retention of expert witness (.8); review contents of hard drive containing BDO work papers (1.1); review and reply to correspondence from Mr. Little, Mr. Snyder and Mr. Morgenstern (.3). | 2.20 625.00/hr | 1,375.00 |
| 5/7/2014 DJB | Confer with expert regarding retention, engagement letter, review of work papers, budget and amendment of complaint (.7); telephone conference with Mr. Little regarding same (.4); telephone conference with Mr. Reece (.4); draft correspondence to Mr. Reece (.3); review BDO files (1.0); telephone conference with Mr. Little regarding amendment of complaint (.3); review and reply to correspondence from Mr. Little regarding comments to amended complaint (.3). | 3.40 625.00/hr | 2,125.00 |
| 5/9/2014 DJB | Review and comment on expert's proposed engagement letter (.4); telephone conference with expert regarding engagement letter (.2); review revised engagement letter and draft correspondence to Mr. Little regarding same (.3). | 0.90 625.00/hr | 562.50 |
| 5/12/2014 DJB | Further revision of First Amended Complaint (1.2); draft correspondence to Mr. Little regarding Amended Complaint (.2); review Ancira deposition (.3); review reply from Mr. Little (.1); draft correspondence to Mr. Nelson regarding same (.1); review deposition of Bernard Young (.5); correspondence with Mr. Snyder and Mr. Arlington regarding [redacted] (.3); telephone conference with potential expert regarding amendment of Complaint (.3); correspondence with Mr. Snyder regarding [redacted] (.1). | 3.10 625.00/hr | 1,937.50 |
| 5/13/2014 DJB | Correspondence with Mr. Little regarding expert's engagement letter (.1). | 0.10 625.00/hr | 62.50 |
| RC | File First Amended Complaint with the Court via ECF. | 0.10 150.00/hr | 15.00 |
| 5/14/2014 DJB | Draft correspondence to Mr. Nelson regarding amended complaint (.1); review chart prepared by expert witness related to [redacted] (.7); telephone conference with expert witness regarding same (.3). | 1.10 625.00/hr | 687.50 |
| 5/15/2014 DJB | Begin review of deposition of Mike Lyons (1.6). | 1.60 625.00/hr | 1,000.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 5/16/2014 DJB | Review comments from Mr. Little to expert's engagement letter (.3); forward comments and requested changes to expert (.2); continue review of Lyons deposition (.5). | 1.00 625.00/hr | 625.00 |
| 5/19/2014 DJB | Address issues related to amendment of expert engagement letter (.5). | 0.50 625.00/hr | 312.50 |
| 5/20/2014 DJB | Further correspondence related to expert engagement letter (.4). | 0.40 625.00/hr | 250.00 |
| 5/21/2014 DJB | Correspondence regarding expert engagement letter (.2). | 0.20 625.00/hr | 125.00 |
| 5/22/2014 DJB | Review Stanford criminal trial testimony and prior deposition testimony of certain Stanford witnesses. | 7.30 625.00/hr | 4,562.50 |
| 5/27/2014 DJB | Finalize expert engagement letter and confer with expert regarding same (.4); telephone conference with Mr. Nelson regarding briefing schedule and insurance (.2); review and revise stipulations relating to briefing schedules (.5); corresponedence related to BDO insurance policies and mediation (.3). | 1.40 625.00/hr | 875.00 |
| DD | Drafted stipulated order regarding responding to Amended Complaint. | 1.00 350.00/hr | 350.00 |
| 5/28/2014 DJB | Review and reply to correspondence related to Bernie Young Deposition (.2). | 0.20 625.00/hr | 125.00 |
| 5/29/2014 RC | File Agreed Stipulation with the Court via ECF and email Agreed Stipulation to Judge Godbey for his consideration (.6). | 0.60 150.00/hr | 90.00 |
| 5/30/2014 DJB | Confer with Mr. Dunn regarding transmittal of depositions and work papers to expert (.2); draft correspondence to expert (.1). | 0.30 625.00/hr | 187.50 |
| DD | Letter to potential expert with copy of documents for his review. | 1.00 350.00/hr | 350.00 |
| 6/2/2014 DJB | Telephone conference with expert regarding BDO work papers, depositions and background documents related to Stanford (.7); draft correspondence to Mr. Mandel regarding delivery of hard drives (.1). | 0.80 625.00/hr | 500.00 |
| DD | Telephone conference with potential expert regarding data provided for his review (0.2); telephone conference with vendor (Digital Discovery) regarding data on encrypted hard drive (0.2). | 0.40 350.00/hr | 140.00 |

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|---|---|---|---|
| 6/3/2014 DJB | Draft correspondence to expert regarding additional materials for review (.5); review documents related to issuance of SEC Order of formal investigation and footnotes in financial statements (1.2); draft correspondence to Mr. Snyder regarding same (.2). | 1.90 625.00/hr | 1,187.50 |
| 6/4/2014 DJB | Confer with expert (.1); review criminal trial transcript and exhibits (9.1). | 9.20 625.00/hr | 5,750.00 |
| 6/5/2014 DJB | Conintue review of Stanford criminal trial transcripts. | 8.10 625.00/hr | 5,062.50 |
| 6/6/2014 DJB | Continue review of Stanford criminal trial transcripts and exhibits. | 7.70 625.00/hr | 4,812.50 |
| 6/10/2014 DJB | Review correspondence and budget from expert and discuss with Mr. Little (.5). | 0.50 625.00/hr | 312.50 |
| DD | Telephone conference with Rebecca Fairchild [redacted] (0.2). | 0.20 350.00/hr | 70.00 |
| 6/11/2014 DJB | Continue review of Stanford criminal trial transcripts and exhibits. | 6.80 625.00/hr | 4,250.00 |
| 6/12/2014 DJB | Review expert invoice and correspond with Mr. Little regarding same (.3). | 0.30 625.00/hr | 187.50 |
| 6/13/2014 DJB | Review Kuhrt and Lopez criminal trial transcripts. | 9.10 625.00/hr | 5,687.50 |
| 6/16/2014 DJB | Continue review of Kuhrt and Lopez criminal trial transcripts. | 8.70 625.00/hr | 5,437.50 |
| 6/17/2014 DJB | Telephone conference with Ms. Fairchild regarding additional BDO materials acquired by subpoena (.3); draft correspondence to Mr. Foley regarding same (.1). | 0.40 625.00/hr | 250.00 |
| 6/18/2014 DJB | Correspondence related to liability issues (.5). | 0.50 625.00/hr | 312.50 |
| 6/19/2014 DJB | Review recent case regarding [redacted] (.5). | 0.50 625.00/hr | 312.50 |
| 6/20/2014 DJB | Review Stanford arraignment transcript. | 5.20 625.00/hr | 3,250.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 6/23/2014 DD | Email exchange with Mark Hallman regarding status of extraction process for the encrypted documents on hard drive (0.1). | 0.10 350.00/hr | 35.00 |
| 6/25/2014 DD | Telephone conference with forensic computer service regarding encrypted hard drive. | 0.10 350.00/hr | 35.00 |
| 6/26/2014 DD | Conference call with Curtis Gatterson, Steve Davis, and Mark Hallman regarding the encrypted hard drive. | 0.30 350.00/hr | 105.00 |
| 7/2/2014 DJB | Correspondence related to BDO hard drive and materials (.5); correspondence with Baker Botts regarding [redacted] (.2); review invoice from Digital Discovery and correspond with Receiver regarding same (.2); continue review of background materials regarding BDO audits (3.5). | 4.40 625.00/hr | 2,750.00 |
| DD | Telephone conference with Rebecca Fairchild [redacted] | 0.10 350.00/hr | 35.00 |
| 7/3/2014 DJB | Telephone conference with Mr. Nelson regarding motion to compel arbitration and motions to dismiss (.3); confer with Mr. Foley and Mr. Neligan regarding same (.5); draft correspondence to Mr. Nelson requesting engagement letters (.1); confer with Mr. Dunn regarding searching Ringtail for BDO engagement letters (.2); correspondence with Mr. Snyder, Mr. Sadler and Mr. Little regarding BDO's intent to move to compel arbitration (1.1); review Alguire decision and briefing related to arbitration issue (1.2); legal research and analysis related to arbitration issue (1.3). | 4.70 625.00/hr | 2,937.50 |
| JDG | Research regarding arbitration in BDO case. | 2.70 300.00/hr | 810.00 |
| 7/7/2014 DJB | Draft correspondence to Mr. Nelson regarding arbitration issue (.2); further analysis of arbitration issue (1.4); confer with Mr. Dunn regarding AAA rules (.2); review AAA rules relating to arbitration of accounting/auditing cases (1.1); review 2007 and 2008 engagement letters with arbitration clauses (.8) draft correspondence to Mr. Nelson regarding facilitated settlement negotiation (.2); draft correspondence to Ms. Fairchild [redacted] (.2); attend OSIC meeting (1.0). | 5.10 625.00/hr | 3,187.50 |
| DD | Research SEC and CFTC rules and regulations regarding [redacted] (2.8). | 2.80 350.00/hr | 980.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 7/8/2014 | DJB | Correspondence with Ms. Fairchild [redacted] (.2); telephone conference with Ms. Fairchild [redacted] (.3); telephone conference with Mr. Davis regarding same (.2); telephone conference with Mr. Nelson to discuss arbitration issue, production of insurance policies, motions to dismiss and mediation (.8); draft correspondence to Mr. Little regarding same (.5); confer with Mr. Foley and Mr. Neligan regarding arbitration and mediation (.8); follow up with Mr. Foley and Little regarding mediation (.3); follow up correspondence to Mr. Nelson regarding BDO's proposed mediator (.2); review correspondence and excel spreadsheet from Ms. Fairchild (.2). | 3.50 625.00/hr | 2,187.50 |
| | PJN | Confer with Mr. Buncher regarding arbitration and mediation issues (.8). | 0.80 675.00/hr | 540.00 |
| | NAF | Confer with Mr. Buncher regarding arbitration and mediation issues (.8). | 0.80 650.00/hr | 520.00 |
| 7/9/2014 | DJB | Receipt and initial review of additional electronic documents and hard drive of BDO documents (5.8); telephone conference with Mr. Davis regarding analysis of hard drive (.5); follow up with Mr. Davis regarding same (.2). | 6.50 625.00/hr | 4,062.50 |
| 7/10/2014 | DJB | Continue review of BDO materials (4.2); confer with Mr. Davis regarding hard drive (.2); correspondence with Ms. Fairchild (.2); correspondence with expert regarding BDO materials available for review (.3); telephone conference with expert regarding [redacted] (1.5). | 6.40 625.00/hr | 4,000.00 |
| 7/11/2014 | DJB | Further review of BDO materials and address issues related to loading of data and analysis of hard drive (1.8); follow up correspondence with Ms. Fairchild regarding same (.2); follow up correspondence with Mr. Nelson regarding insurance and mediation (.1). | 2.10 625.00/hr | 1,312.50 |
| 7/14/2014 | DJB | Review motions to dismiss and briefs in support filed by BDO (6.2); research issues and discuss draft response with Mr. Gaither (2.6). | 8.80 625.00/hr | 5,500.00 |
| | JDG | Research, draft, and revise response to BDO motions to dismiss. | 3.00 300.00/hr | 900.00 |
| | RC | Prepare notebook of filed pleadings for D. Buncher and J. Gaither in Wilkinson v. BDO (.4). | 0.40 150.00/hr | 60.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 7/15/2014 | DJB | Continue review of BDO motions to dismiss (1.2); confer with Mr. Gaither regarding responses (.5); research background information and case law regarding BDO International and BDO Global (4.2). | 5.90 625.00/hr | 3,687.50 |
| | JDG | Research, draft, and revise response to BDO motions to dismiss. | 3.00 300.00/hr | 900.00 |
| 7/16/2014 | JDG | Research, draft, and revise response to BDO motions to dismiss. | 2.50 300.00/hr | 750.00 |
| 7/17/2014 | JDG | Research, draft, and revise response to BDO motions to dismiss. | 5.50 300.00/hr | 1,650.00 |
| 7/18/2014 | JDG | Research, draft, and revise response to BDO motions to dismiss. | 6.90 300.00/hr | 2,070.00 |
| 7/21/2014 | JDG | Draft and revise response to motion to dismiss in BDO litigation. | 3.00 300.00/hr | 900.00 |
| | DJB | Review proposed confidentiality agreement related to BDO insurance information (.5); draft correspondence to Mr. Little and Mr. Janvey related to same (.2); draft correspondence regarding mediation and confidentiality agreement (.2); review and reply to correspondence from Ms. Emerson (.2). | 1.10 625.00/hr | 687.50 |
| 7/22/2014 | JDG | Draft and revise response to motion to dismiss in BDO litigation. | 4.30 300.00/hr | 1,290.00 |
| | DJB | Review BDO insurance information (.8); draft correspondence to Mr. Little and co-counsel regarding same (.2); draft correspondence regarding date of mediation (.1); draft proposed tolling agreement related to dismissal of suit and filing of arbitration complaint against BDO USA (.9); correspondence with expert regarding meeting (.1); confer with Mr. Foley regarding preparation for meeting with expert (.5); correspondence with co-counsel regarding BDO mediation (.5). | 3.10 625.00/hr | 1,937.50 |
| | NAF | Confer with Mr. Buncher regarding preparation for meeting with expert (.5), | 0.50 650.00/hr | 325.00 |
| | DD | Review hearing transcript regarding documents used in the criminal trial of R. Allen Stanford (2.5); review hearing transcript regarding criminal subpoena for documents to Ernst & Young (2.6); begin review R. Allen Stanford trial transcript (1.0). | 4.10 350.00/hr | 1,435.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 7/23/2014 | JDG | Draft and revise response to motion to dismiss in BDO litigation; draft stipulations extending various deadlines pending mediation. | 2.50 300.00/hr | 750.00 |
| | DJB | Telephone conference with Mr. Davis regarding effort to decrypt BDO work papers (.3); draft correspondence to Mr. Davis regarding same (.2); analysis of BDO insurance information and correspondence with Mr. Nelson regarding same (.4); correspondence to Mr. Foley and Mr. Neligan regarding Stanford status conference (.5). | 1.40 625.00/hr | 875.00 |
| | DD | Review criminal trial transcript of R. Allen Stanford. | 7.50 350.00/hr | 2,625.00 |
| 7/24/2014 | RC | File Amended Stipulated Briefing Schedule with the Court and email Word document to Judge Godbey (.3). | 0.30 150.00/hr | 45.00 |
| | DJB | Review and reply to correspondence related to stipulation concerning response deadline to Complaint and proposed tolling agreement relating to arbitration (.6); draft correspondence to Mr. Nelson regarding excess carrier's participation in mediation (.2). | 0.80 625.00/hr | 500.00 |
| | NAF | Receipt and review of correspondence from Mr. Buncher regarding Stanford status conference (.5). | 0.50 650.00/hr | 325.00 |
| | PJN | Receipt and review of correspondence from Mr. Buncher regarding Stanford status conference (.5). | 0.50 675.00/hr | 337.50 |
| | DD | Continue review of trial transcript of R. Allen Stanford (4.5). | 4.50 350.00/hr | 1,575.00 |
| 7/25/2014 | JDG | Draft and revise response to motion to dismiss in BDO litigation; draft stipulations extending various deadlines pending mediation; discuss litigation with Pat Neligan and Doug Buncher. | 6.40 300.00/hr | 1,920.00 |
| | DJB | Telephone conference with Mr. Nelson regarding insurance information, settlement, stipulations extending time for response to Complaint and tolling agreement for filing of arbitration complaint (.5); draft correspondence to Mr. Snyder (.1); confer with Mr. Foley regarding status of discussions with Mr. Nelson (.3); research [redacted] (.5); draft correspondence to Mr. Nelson regarding Fifth Circuit Kaleta decision (.1). | 1.50 625.00/hr | 937.50 |
| | NAF | Confer with Mr. Buncher regarding status of discussions with Mr. Nelson (.3). | 0.30 650.00/hr | 195.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 7/25/2014 | DD | Continue review of the Allen Stanford criminal trial transcript. | 8.00<br>350.00/hr | 2,800.00 |
| 7/28/2014 | DJB | Correspondence related to meeting with Mr. Nelson to discuss insurance coverage information (.3); correspondence with Mr. Little regarding settlement (.2); telephone conference with expert regarding meeting and status of review of materials (.6). | 1.10<br>625.00/hr | 687.50 |
| | DD | Review BDO documents. | 4.50<br>350.00/hr | 1,575.00 |
| 7/29/2014 | DJB | Correspondence related to settlement issues (.3); draft correspondence to Mr. Nelson regarding BDO audit of STC for 2001 (.2); correspondence with Mr. Davis and Mr. Dunn regarding decryption of data on BDO hard drive (.3); review Mr. Nelson's proposed changes to stipulation regarding response date to Complaint (.2); correspond with Mr. Nelson and Mr. Gaither regarding same (.1). | 1.10<br>625.00/hr | 687.50 |
| 7/30/2014 | DD | Review BDO documents on N-drive (7.2); telephone conference with forensic computer expert regarding hard drive data (0.1). | 7.30<br>350.00/hr | 2,555.00 |
| 7/31/2014 | DD | Review of BDO documents on the N-drive. | 6.10<br>350.00/hr | 2,135.00 |
| 8/1/2014 | DJB | Correspondence with Mr. Foley regarding status of BDO litigation (.3). | 0.30<br>625.00/hr | 187.50 |
| | DD | Review of BDO documents on Ringtail. | 5.00<br>350.00/hr | 1,750.00 |
| | NAF | Correspondence with Mr. Buncher regarding status of BDO litigation (.3). | 0.30<br>650.00/hr | 195.00 |
| 8/4/2014 | DJB | Review BDO documents (2.1); confer with Mr. Dunn regarding materials sent to expert (.3); review and reply to correspondence from expert (.1); prepare for meeting with expert (.6). | 3.10<br>625.00/hr | 1,937.50 |
| | DD | Review of documents on Ringtail (3.5); review State Board of Public Accountancy files (1.0); pull additional documents from the website of the Texas State Board of Public Accountancy (1.0). | 5.50<br>350.00/hr | 1,925.00 |
| 8/5/2014 | DJB | Meeting with expert to discuss status of work and findings (3.0). | 3.00<br>625.00/hr | 1,875.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 8/5/2014 | DD | Search records of Texas State Board of Public Accountancy for action since 1/12/12; review BDO files and select relevant documents for potential expert. | 3.40<br>350.00/hr | 1,190.00 |
| 8/7/2014 | DJB | Confer with Mr. Foley regarding Stowers demand on BDO (.5); draft correspondence to Mr. Little and co-counsel regarding call to discuss demand (.2); review BDO depositions (2.4); review and reply to correspondence from expert (.3). | 3.40<br>625.00/hr | 2,125.00 |
| | NAF | Confer with Mr. Buncher regarding Stowers demand on BDO (.5). | 0.50<br>650.00/hr | 325.00 |
| 8/8/2014 | DJB | Review cost estimate to load BDO data into Ringtail (.1); draft correspondence to Mr. Arlington regarding same (.1); review and respond to reply from Mr. Arlington (.1); correspondence with expert regarding same (.1); correspondence with Mr. Russell regarding BDO data (.2); review and revise settlement demand letter to Mr. Nelson (.2); confer with Mr. Foley regarding same (.1); continue review of BDO materials (1.4); draft mediation position statement (4.3). | 6.60<br>625.00/hr | 4,125.00 |
| | NAF | Confer with Mr. Buncher regarding settlement demand letter to Mr. Nelson (.1). | 0.10<br>650.00/hr | 65.00 |
| 8/11/2014 | DJB | Telephone conference with Mr. Little and committee counsel to discuss Stowers demand (.4); review and reply to correspondence from mediator (.1); receive and review draft expert report (1.4); continue drafting mediation position statement (3.2). | 5.10<br>625.00/hr | 3,187.50 |
| | DD | Continue review of the Allen Stanford criminal trial transcript. | 6.50<br>350.00/hr | 2,275.00 |
| 8/12/2014 | DJB | Correspondence with Mr. Powers, Mr. Little and expert (.5); correspondence related to Stowers demand letter (.2); review BDO Mediation Statement (1.9); draft Plaintiffs' Mediation Statement (4.2); review and revise Mediation Statement to incorporate Mr. Little's comments (.7); assemble exhibits and draft correspondence sending Mediation Statement to mediator and counsel (.5); telephone conference with Mr. Nelson regarding mediation (.2); correspondence with Mr. Samoitz related to attendance at mediation (.2); draft correspondence to Mr. Powers regarding retention agreement for mediation and payment of fee (.2). | 8.60<br>625.00/hr | 5,375.00 |
| | NAF | Review BDO mediation statement and all attachments (3.3). | 3.30<br>650.00/hr | 2,145.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 8/12/2014 | PJN | Review BDO mediation statement and all attachments (3.1). | 3.10 675.00/hr | 2,092.50 |
| | DD | Continue review of the Allen Stanford criminal trial transcript. | 8.00 350.00/hr | 2,800.00 |
| 8/13/2014 | DJB | Further review of Defendants' Mediation Statement (.7); review case law relevant to reply to Defendants' mediation statement (1.5); confer with Mr. Gaither regarding preparation of reply to Defendants' Mediation Statement (.4); draft correspondence to Mr. Samowitz regarding attendees for mediation (.2); correspondence with Mr. Little related to mediation (.2). | 3.00 625.00/hr | 1,875.00 |
| | JDG | Draft and revise reply in support of mediation position statement. | 3.00 300.00/hr | 900.00 |
| 8/14/2014 | DJB | Confer with Mr. Gaither regarding reply to BDO Mediation Statement (.5); review prior briefing relevant to issues raised in BDO mediation statment (.5); review correspondence from Mr. Little regarding Rincon deposition (.2); review and reply to correspondence from Digital Discovery (.2); continued review of BDO depositions and exhibits (2.2). | 3.60 625.00/hr | 2,250.00 |
| | JDG | Confer with Mr. Buncher regarding reply to BDO Mediation Statement (.5); draft and revise reply in support of mediation position statement (8.9). | 9.40 300.00/hr | 2,820.00 |
| 8/15/2014 | DJB | Continue review of BDO documents and testimony (6.2); confer with Mr. Gaither regarding reply to BDO's mediation statement (.8). | 7.00 625.00/hr | 4,375.00 |
| | JDG | Confer with Mr. Buncher regarding reply to BDO's mediation statement (.8); Draft and revise reply in support of mediation position statement (7.5). | 8.30 300.00/hr | 2,490.00 |
| | DD | Continue review of the Allen Stanford criminal trial transcript. | 4.80 350.00/hr | 1,680.00 |
| 8/17/2014 | DD | Continue review of the Allen Stanford criminal trial transcript. | 7.50 350.00/hr | 2,625.00 |
| 8/18/2014 | DJB | Review and revise reply to Defendants' mediation statement (2.5); confer with Mr. Foley regarding same (.2); review memo regarding legal issues (.7); draft correspondeuce to Mr. Nelson regarding same (.2); review correspondence from Mr. Snyder and Mr. Morgenstern regarding | 4.90 625.00/hr | 3,062.50 |

| | | | Hrs/Rate | Amount |
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| | | position statement (.1); finish review of expert report and send correspondence to expert regarding same (1.2). | | |
| 8/18/2014 | DD | Continue review of the Allen Stanford criminal trial transcript. | 12.00 350.00/hr | 4,200.00 |
| 8/19/2014 | DJB | Review and revise reply to Defendants' mediation statement (.6); Confer with Mr. Gaither regarding research issue and further revision of position statement (.3); telephone conference with expert regarding status of work paper review and update of report (.7); review BDO reply to mediation statement (.8); review and reply to correspondence related to attendance at mediation (.1). | 2.50 625.00/hr | 1,562.50 |
| | JDG | Final revision of reply to BDO mediation position statement. | 4.20 300.00/hr | 1,260.00 |
| | NAF | Review BDO reply to mediation statement (.8); review Plaintiff's reply to BDO mediation statement (.8). | 1.60 650.00/hr | 1,040.00 |
| | PJN | Review BDO reply to mediation statement (.8); review Plaintiff's reply to BDO mediation statement (.7). | 1.50 675.00/hr | 1,012.50 |
| | DD | Continuation of review of criminal trial transcript of Allen Stanford. | 2.50 350.00/hr | 875.00 |
| 8/20/2014 | DJB | Prepare for mediation (3.9); correspond and confer with Mr. Nelson and clients concerning mediation process and issue of opening statements (.8). | 4.70 625.00/hr | 2,937.50 |
| | PJN | Prepare for mediation by reviewing background documents, meditation statement, and complaints (3.7). | 3.70 675.00/hr | 2,497.50 |
| | NAF | Prepare for mediation by reviewing background documents, meditation statement, and complaints (3.2). | 3.20 650.00/hr | 2,080.00 |
| | DD | Continuation of review of criminal trial transcript of Allen Stanford. | 6.40 350.00/hr | 2,240.00 |
| 8/21/2014 | DJB | Review and reply to correspondence from Mr. Phillips regarding submission of term sheet containing non-monetary terms of a potential settlement structure (.2); correspondence with Mr. Foley, Mr. Neligan, Mr. Little and Mr. Gaither regarding same (.5); confer with Mr. Snyder regarding mediation (.2); confer with Mr. Neligan and Mr. Foley | 3.20 625.00/hr | 2,000.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| | | regarding term sheet (.3); attend status conference (1.0); attend investor committee meeting (1.0). | | |
| 8/21/2014 | PJN | Correspondence related to term sheet requested by mediator (.5); confer with Mr. Buncher regarding same (.3). | 0.80 675.00/hr | 540.00 |
| | NAF | Review and reply to correspondence related to mediation term sheet (.4); confer with Mr. Buncher regarding same (.3). | 0.70 650.00/hr | 455.00 |
| | DD | Review of Allen Stanford's criminal trial transcript. | 1.30 350.00/hr | 455.00 |
| 8/22/2014 | DJB | Review and reply to correspondence from expert related to [redacted] (.4). | 0.40 625.00/hr | 250.00 |
| | DD | Communications regarding [redacted] | 0.50 350.00/hr | 175.00 |
| 8/25/2014 | DJB | Review and revise draft term sheet for settlement (.8); confer with Mr. Neligan, Mr. Gaither and Mr. Foley regarding same (.9); review settlement documents from another Stanford settlement for additional terms to include in BDO settlement term sheet (1.1); correspondence with Mr. Little, Mr. Snyder and Mr. Morgenstern regarding settlement terms sheet (.3); review Rincon deposition transcript (2.8). | 5.90 625.00/hr | 3,687.50 |
| | DD | Review of Kerry Jackson deposition taken by Receiver (3.1): communication with Rebecca Fairchild [redacted] (0.1). | 3.20 350.00/hr | 1,120.00 |
| | JDG | Confer with Mr. Neligan, Mr. Buncher and Mr. Foley regarding term sheet for settlement (.9); draft settlement term sheet in anticipation of mediation (6.6). | 7.50 300.00/hr | 2,250.00 |
| | NAF | Confer with Mr. Neligan, Mr. Buncher and Mr. Gaither regarding term sheet for settlement (.9). | 0.90 650.00/hr | 585.00 |
| | PJN | Confer with Mr. Gaither, Mr. Buncher and Mr. Foley regarding term sheet for settlement (.9). | 0.90 675.00/hr | 607.50 |
| 8/26/2014 | DD | Continue review of Kerry Jackson Deposition. | 2.90 350.00/hr | 1,015.00 |
| | JDG | Continue working on proposed settlement terms with Doug Buncher. | 4.20 300.00/hr | 1,260.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 8/26/2014 | DJB | Preparation for mediation (6.5); review and reply to correspondence from mediator with questions for Plaintiffs for mediation (1.6); review revised expert report (.8); revise proposed term sheet for Plaintiffs and transmit to mediator (.5). | 9.40 625.00/hr | 5,875.00 |
| 8/27/2014 | JDG | Research regarding various issues raised by BDO in response to mediation position statement. | 5.60 300.00/hr | 1,680.00 |
| | DJB | Continue preparation for mediation (13.2). | 13.20 625.00/hr | 8,250.00 |
| | NAF | Prepare for, travel to and attend mediation in New York. | 12.20 650.00/hr | 7,930.00 |
| | PJN | Prepare for, travel to and attend mediation in New York. | 12.20 675.00/hr | 8,235.00 |
| 8/28/2014 | DJB | Attend BDO mediation resulting in $40 million settlement (10.0); follow up correspondence related to settlement (.3). | 10.30 625.00/hr | 6,437.50 |
| | NAF | Attend meditation resulting in settlement. | 10.00 650.00/hr | 6,500.00 |
| | PJN | Attend meditation resulting in settlement. | 10.00 675.00/hr | 6,750.00 |
| 8/29/2014 | DJB | Return travel from Dallas from New York following mediation settlement (4.5); post-mediation correspondence with Mr. Snyder, Mr. Little and Mr. Janvey (.3); draft correspondence to expert regarding settlement (.1); correspondence with Mr. Sadler (.1). | 5.00 625.00/hr | 3,125.00 |
| | NAF | Return travel from New York following mediation (4.5); follow up conference with Mr. Buncher and Mr. Neligan regarding settlement (0.5). | 5.00 650.00/hr | 3,250.00 |
| | PJN | Return travel from New York following mediation (4.5); follow up conference with Mr. Buncher and Mr. Foley regarding settlement (0.5). | 5.00 675.00/hr | 3,375.00 |
| 9/4/2014 | DJB | Correspondence with Mr. Neligan and Mr. Foley regarding BDO settlement issues (0.4); confer with Mr. Neligan and Mr. Foley regarding preparation of settlement documents (0.8). | 1.20 625.00/hr | 750.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 9/4/2014 | NAF | Review correspondence from Mr.Buncher regarding settlement issues (0.3); confer with Mr. Buncher and Mr. Neligan regarding preparation of settlement documents (0.8). | 1.10 650.00/hr | 715.00 |
| | PJN | Review correspondence from Mr.Buncher regarding settlement issues (0.3); confer with Mr. Buncher and Mr. Foley regarding preparation of settlement documents (0.8). | 1.10 675.00/hr | 742.50 |
| 9/5/2014 | DJB | Initial draft of BDO settlement agreement (7.2); draft correspondence to Mr. Nelson regarding same (.1); review and reply to correspondence from Mr. Snyder (.1); confer with Mr. Neligan regarding form of Settlement Agreement (.5). | 7.90 625.00/hr | 4,937.50 |
| | PJN | Confer with Mr. Buncher regarding form of Settlement Agreement (.5). | 0.50 675.00/hr | 337.50 |
| 9/8/2014 | DJB | Continue drafting and editing settlement documents (7.1). | 7.10 625.00/hr | 4,437.50 |
| 9/9/2014 | DJB | Work on settlement documents (3.2); telephone conference with expert (.5). | 3.70 625.00/hr | 2,312.50 |
| 9/11/2014 | DJB | Review and reply to correspondence regarding expert invoices (.2); draft proposed order extending deadlines for response to Complaint (.5); correspondence and telephone conference with Mr. Nelson regarding same (.1); review Mr. Nelson's revised Notice of Settlement (.2). | 1.00 625.00/hr | 625.00 |
| 9/12/2014 | DJB | Confer with Mr. Neligan regarding status of settlement documents and notice to be filed with Court (.3); review and revise notice of settlement (.4); correspondence with Mr. Nelson regarding revision to notices and stipulations to be filed in OSIC and investors case (.8); review multiple revisions to notice and stipulation (.4); telephone conference with Mr. Nelson regarding same (.2); telephone conference with Ms. Clark regarding filing notice and stipulation (.1); review and reply to correspondence from Mr. Snyder regarding same (.2). | 2.40 625.00/hr | 1,500.00 |
| | PJN | Confer with Mr. Buncher regarding status of settlement documents (0.3). | 0.30 675.00/hr | 202.50 |
| 9/15/2014 | DJB | Review and reply to correspondence from Mr. Little and Mr. Morgenstern regarding notice of settlement (.4); work on settlement approval motion (3.8). | 4.20 625.00/hr | 2,625.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 9/17/2014 | DJB | Draft correspondence to Mr. Nelson regarding status of comments to settlement agreement (.1); review reply from Mr. Nelson (.1); draft correspondence to Mr. Sadler regarding BDO settlement (.1). | 0.30 625.00/hr | 187.50 |
| 9/18/2014 | DJB | Continue drafting motion for approval of BDO settlement (4.9); review and reply to correspondence from Mr. Sadler regarding settlement provisions (.3); draft Bar Order and Judgment (.8); review and reply to correspondence from Mr. Janvey, Mr. Little and Mr. Snyder regarding settlement terms (.6); correspondence with Mr. Neligan regarding same (.2). | 6.80 625.00/hr | 4,250.00 |
| | PJN | Correspondence with Mr. Buncher regarding BDO settlement (.2). | 0.20 675.00/hr | 135.00 |
| 9/19/2014 | DJB | Continue drafting motion to approve settlement agreement (3.4); draft correspondence to Mr. Nelson regarding other litigation against BDO implicating insurance coverage (.1); research other litigation against BDO (.5); review case information sent by Mr. Nelson (.2); begin drafting affidavit in support of settlement (.7). | 4.90 625.00/hr | 3,062.50 |
| 9/22/2014 | DJB | Confer with Mr. Sadler and Mr. Janvey regarding terms of settlement and notice procedure (.5); review notice forms provided by Mr. Sadler (.3); continue work on settlement approval motion and affidavit (3.1). | 3.90 625.00/hr | 2,437.50 |
| 9/23/2014 | DJB | Continue work on settlement documents (1.1). | 1.10 625.00/hr | 687.50 |
| 9/24/2014 | DJB | Continue to draft motion to approve settlement and affidavit in support (5.7); correspondence with Mr. Little regarding status (.2). | 5.90 625.00/hr | 3,687.50 |
| 9/25/2014 | DJB | Continue drafting motion to approve settlement (6.1); draft correspondence to Mr. Little, Mr. Neligan and Mr. Foley regarding same (.2). | 6.30 625.00/hr | 3,937.50 |
| | RC | Draft Notice of Agreed Resolution and Notice of Settlement in the BDO cases (.6); email Word versions of the Notices to Donna of Judge Godbey's office (.2). | 0.80 150.00/hr | 120.00 |
| | PJN | Review draft of motion to approve settlement (2.1). | 2.10 675.00/hr | 1,417.50 |
| | NAF | Review draft of motion to approve settlement (1.9). | 1.90 650.00/hr | 1,235.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 9/26/2014 | DJB | Draft declaration to support motion to approve settlement and attorneys' fees (3.7). | 3.70<br>625.00/hr | 2,312.50 |
| 9/29/2014 | DJB | Continue drafting declaration in support of motion to approve settlement and for attorneys' fees (4.2); review and revise motion for approval of settlement to incorporate Mr. Little's comments (.8); draft correspondence to Mr. Sadler and others regarding draft motion (.1); draft correspondence to Mr. Nelson (.1); review and reply to correspondence from Mr. Snyder (.1). | 5.30<br>625.00/hr | 3,312.50 |
| 9/30/2014 | DJB | Telephone conference with Mr. Nelson regarding settlement terms and issues (.5); confer with Mr. Foley regarding same (.2); draft correspondence to Mr. Little and others regarding status of settlement documents and conversation with Mr. Nelson (.2); continue preparation of Declaration in Support of Settlement (2.5). | 3.40<br>625.00/hr | 2,125.00 |
| | NAF | Conference with Mr. Buncher regarding settlement status (0.2). | 0.20<br>650.00/hr | 130.00 |
| 10/1/2014 | DJB | Begin revision of motion to approve settlement to include motion for approval of attorneys' fees (.6). | 0.60<br>625.00/hr | 375.00 |
| 10/9/2014 | DJB | Further revision of motion to approve settlement and affidavit in support (1.1). | 1.10<br>625.00/hr | 687.50 |
| 10/10/2014 | DJB | Review and reply to correspondence from expert regarding status of payment of invoices (.1); draft correspondence to Mr. Nelson regarding status of comments to settlement agreement (.1); confer with Mr. Foley regarding approval motion (.4); continue to draft affidavit in support of settlement and attorneys' fees (2.3). | 2.90<br>625.00/hr | 1,812.50 |
| | NAF | Confer with Mr. Buncher regarding approval motion (.4). | 0.40<br>650.00/hr | 260.00 |
| 10/13/2014 | DJB | Review revisions of Mr. Gaither to affidavit in support of settlement and attorneys' fees (.5); confer with Mr. Gaither regarding same (.2); further revision of affidavit (.9). | 1.60<br>625.00/hr | 1,000.00 |
| | JDG | Revise declaration of Doug Buncher in support of settlement motion. | 7.60<br>300.00/hr | 2,280.00 |
| 10/14/2014 | DJB | Continue drafting and revision of affidavit in support of settlement and attorneys' fees (1.2). | 1.20<br>625.00/hr | 750.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 10/17/2014 DJB | Review correspondence from Mr. Sadler (.1); review and reply to correspondence from Mr. Wilkinson requesting update (.2); further revision of declaration in support of motion for approval of settlement (1.2). | 1.50 625.00/hr | 937.50 |
| 10/22/2014 DJB | Review revised settlement agreement and bar order (2.2); draft correspondence to Mr. Little and Mr. Sadler regarding same (.2); review and revise Declaration (.8); confer with Mr. Gaither regarding revisions to motion for approval related to attorneys' fees (.3). | 3.50 625.00/hr | 2,187.50 |
| 10/23/2014 DJB | Review revised BDO settlement documents and draft correspondence to Mr. Little and Mr. Sadler regarding changes and issues (2.3); review and reply to correspondence from Mr. Little regarding same (.2); draft correspondence to Mr. Nelson (.4); telephone conference with Mr. Little regarding various settlement issues (.3). | 3.20 625.00/hr | 2,000.00 |
| 10/24/2014 DJB | Review revisions by Mr. Gaither to Declaration and Motion for Approval of Settlement (1.1). | 1.10 625.00/hr | 687.50 |
| 10/27/2014 DJB | Confer with Mr. Gaither regarding attorneys' fee approval issues (.5); research related to same (.5); review revised settlement motion (.4). | 1.40 625.00/hr | 875.00 |
| JDG | Confer with Mr. Buncher regarding attorneys' fee approval motion (0.5). | 0.50 300.00/hr | 150.00 |
| 10/28/2014 DJB | Review and revise Motion to Approve Settlement and Attorneys' Fees (1.1); review Declaration in Support (.5). | 1.60 625.00/hr | 1,000.00 |
| 10/29/2014 DJB | Review case law related to [redacted] (.7); confer with Mr. Gaither regarding same (.3); review and revise motion for approval of attorneys' fees (2.4); telephone conference with Mr. Nelson regarding settlement issues (.4); telephone conference with Mr. Little regarding same (.4); draft correspondence to Mr. Snyder, Mr. Little and Mr. Morgenstern regarding preparation of Declarations to support settlement (.2). | 4.40 625.00/hr | 2,750.00 |
| 11/3/2014 DJB | Telephone conference with Mr.Snyder, Mr. Valdespino and Mr. Morgenstern regarding status of settlement and documentation (.5); correspondence with Mr. Little regarding comments to BDO settlement documents (.1); review revised draft of Motion to Approve Settlement and Declaration in Support (.7); confer with Mr. Gaither regarding same (.2). | 1.50 625.00/hr | 937.50 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 11/3/2014 JDG | Confer with Mr. Buncher regarding settlement approval motion (0.2). | 0.20<br>300.00/hr | 60.00 |
| 11/4/2014 DJB | Review revisions and comments of Mr. Little to revised Settlement Agreement Bar Order (1.2); further revision of Agreement and Order to incorporate Mr. Little's comments (.9); correspondence with Mr. Little and Mr. Powers regarding same (.3). | 2.40<br>625.00/hr | 1,500.00 |
| 11/5/2014 DJB | Confer with Mr. Foley regarding status of settlement documents and issues (.5); review revised Motion for Approval and Declaration (.5); draft correspondence to Mr. Powers transmitting clean version of all settlement documents (.3). | 1.30<br>625.00/hr | 812.50 |
| 11/10/2014 DJB | Review and reply to correspondence from Mr. Little and Mr. Sadler regarding settlement issues (.5). | 0.50<br>625.00/hr | 312.50 |
| 11/11/2014 DJB | Review and revise settlement documents to incorporate comments from client (1.4); telephone conference with Mr. Nelson regarding same (.2); correspondence with Mr. Little, Mr. Sadler and Mr. Powers regarding issues related to changes to settlement documents and open issues (.7); confer with Mr. Neligan regarding same (.5). | 2.80<br>625.00/hr | 1,750.00 |
| PJN | Confer with Mr. Buncher regarding open settlement issues (0.5). | 0.50<br>675.00/hr | 337.50 |
| 11/12/2014 DJB | Telephone conference regarding status of settlement and open issues (.6); follow up correspondence with Mr. Little and Mr. Sadler regarding same (.3). | 0.90<br>625.00/hr | 562.50 |
| 11/13/2014 DJB | Review and reply to correspondence from Mr. Sadler and Mr. Little (.3); telephone conference with Mr. Little, Mr. Snyder, Mr. Valdespino and Mr. Morgenstern regarding settlement issues (.5); correspondence with Mr. Nelson regarding status of submission of settlement for approval (.2). | 1.00<br>625.00/hr | 625.00 |
| 11/14/2014 DJB | Review and reply to correspondence (.3). | 0.30<br>625.00/hr | 187.50 |
| 11/19/2014 DJB | Review stipulations filed with Court regarding timing of filing of settlement documents (.1); correspondence with Mr. Little regarding status of settlement documents (.1). | 0.20<br>625.00/hr | 125.00 |
| 11/24/2014 DJB | Telephone conference with Mr. Nelson regarding revisions to settlement agreement and bar order (.8); confer with Mr. Neligan regarding status (.4). | 1.20<br>625.00/hr | 750.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 11/24/2014 PJN | Confer with Mr. Buncher regarding status of settlement (0.4). | 0.40<br>675.00/hr | 270.00 |
| 11/25/2014 DJB | Review order granting Receiver's fee application which includes May and June expert invoices (.2); draft correspondence to expert regarding same (.1); draft correspondence to Mr. Little regarding outstanding issues with settlement (.7); review and reply to correspondence from Mr. Little regarding same (.2). | 1.20<br>625.00/hr | 750.00 |
| 11/26/2014 DJB | Draft correspondence to Mr. Arlington regarding claims data (.1). | 0.10<br>625.00/hr | 62.50 |
| 12/1/2014 DJB | Correspondence related to claims information requested by BDO (.2); review and reply to correspondence from Mr. Nelson (.2). | 0.40<br>625.00/hr | 250.00 |
| 12/2/2014 DJB | Correspondence with Mr. Nelson regarding notice costs (.1); correspondence with Mr. Little and Mr. Sadler regarding settlement (.2). | 0.30<br>625.00/hr | 187.50 |
| 12/3/2014 DJB | Correspondence with Mr. Nelson regarding settlement issues (.2); correspondence with Mr. Snyder and Mr. Little regarding same (.3). | 0.50<br>625.00/hr | 312.50 |
| 12/4/2014 DJB | Review and reply to correspondence related to claims information requested by BDO (.2). | 0.20<br>625.00/hr | 125.00 |
| 12/8/2014 DJB | Review Confidentiality Agreement (.2); correspondence with Mr. Little and Mr. Snyder regarding same (.2); review claims status report filed by Receiver (.5); draft correspondence to Mr. Nelson regarding same (.1). | 1.00<br>625.00/hr | 625.00 |
| 12/9/2014 DJB | Correspondence with Ms. Carr regarding status of payment of expert invoices (.2). | 0.20<br>625.00/hr | 125.00 |
| PJN | Communications regarding open settlement issues (.5). | 0.50<br>675.00/hr | 337.50 |
| 12/11/2014 DJB | Telephone conference with Mr Snyder regarding settlement (.5); review and reply to correspondence from Mr. Snyder regarding settlement issues (.2); review and reply to additional correspondence (.4). | 1.10<br>625.00/hr | 687.50 |
| 12/16/2014 DJB | Review and reply to correspondence from Mr. Nelson regarding extension of settlement deadline (.2). | 0.20<br>625.00/hr | 125.00 |
| 12/18/2014 DJB | Telephone conference with Mr. Nelson regarding status of settlement (.5); draft correspondence to Mr. Little regarding claims information requested by BDO (.2); review and send claims report and spreadsheet of | 1.30<br>625.00/hr | 812.50 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| | | allowed claims (.5); review stipulation re agreed extension to submit settlement papers (.1). | | |
| 12/19/2014 | DJB | Correspondence with Mr. Little and Mr. Nelson regarding claims report information (.2). | 0.20 625.00/hr | 125.00 |
| 1/3/2015 | DJB | Review correspondence regarding settlement issues and discuss with Mr. Neligan and Mr. Foley (.4). | 0.40 625.00/hr | 250.00 |
| | PJN | Confer with Mr. Buncher regarding settlement issues (0.4). | 0.40 675.00/hr | 270.00 |
| 1/16/2015 | DJB | Telephone conference with Mr. Nelson and Mr. Wocjik regarding claims information and BDO issues (.5); telephone conference with Mr. Arlington regarding claims data (.4). | 0.90 625.00/hr | 562.50 |
| 1/20/2015 | DJB | Telephone conference with Mr. Nelson regarding settlement issues (.4); review and reply to correspondence from Mr. Hohmann (.5). | 0.90 625.00/hr | 562.50 |
| 1/21/2015 | DJB | Telephone conference with Mr. Snyder and Mr. Little regarding settlement issues (.3); review and reply to correspondence from Mr. Little related to same (.4). | 0.70 625.00/hr | 437.50 |
| 1/22/2015 | DJB | Review and reply to correspondence (.2); telephone conference with Mr. Nelson regarding outstanding issues with settlement (.5); draft correspondence to Mr. Little, Mr. Arlington and Mr. Powers regarding same (.3); review claims information available to respond to Mr. Nelson's request for information (.5); further correspondence with Mr. Nelson regarding same (.2). | 1.70 625.00/hr | 1,062.50 |
| 1/23/2015 | DJB | Review and reply to correspondence related to bar order (.6). | 0.60 625.00/hr | 375.00 |
| 1/26/2015 | DJB | Further correspondence with Mr. Arlington and Mr. Little regarding claims information requested by BDO (.3). | 0.30 625.00/hr | 187.50 |
| 1/27/2015 | DJB | Review comments from Mr. Powers and Mr. Little to BDO settlement documents, motion for approval and declaration (.8); revise all settlement documents to incorporate comments and revisions (6.4); correspondence with co-counsel related to open issues (.5). | 7.70 625.00/hr | 4,812.50 |
| 1/28/2015 | DJB | Draft scheduling order, notice and other documents incident to settlement (4.2); correspondence with Mr. Nelson regarding same (.2); telephone conference with co-counsel to discuss status of settlement and | 5.20 625.00/hr | 3,250.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| | issues related to bar order (.7); follow up with Mr. Arlington regarding claims information requested by BDO (.1). | | |
| 1/29/2015 DJB | Revise motion to approve and other settlement documents (5.1). | 5.10 625.00/hr | 3,187.50 |
| 1/30/2015 DJB | Revise scheduling order for settlement hearing and notice of settlement to be served and published (1.6); draft correspondence to Mr. Nelson regarding same (.2), | 1.80 625.00/hr | 1,125.00 |
| 2/2/2015 DJB | Correspondence with Mr. Nelson regarding status of comments to revised settlement agreement (.1). | 0.10 625.00/hr | 62.50 |
| 2/3/2015 DJB | Correspondence with Mr. Nelson regarding status of settlement (.1). | 0.10 625.00/hr | 62.50 |
| PJN | Review emails from Mr. Buncher and Mr. Nelson with attachments regarding settlement (1.4). | 1.40 675.00/hr | 945.00 |
| 2/4/2015 DJB | Review correspondence from Mr. Nelson regarding revised settlement documents (.5); draft correspondence to Mr. Little and Mr. Sadler regarding same (.3); review redlines of settlement document (.5); review and reply to correspondence from Mr. Little regarding BDO changes to settlement documents (.5). | 1.80 625.00/hr | 1,125.00 |
| PJN | Review lengthy emails from Mr. Little regarding settlement (.3). | 0.30 675.00/hr | 202.50 |
| 2/11/2015 DJB | Review and reply to correspondence from Mr. Little regarding settlement (.2); review and reply to correspondence related to claims information requested by BDO (.1); review and reply to correspondence from Mr. Snyder related to status of BDO settlement (.2); telephone conference with Mr. Snyder and Mr. Little regarding BDO settlement issues (.5); telephone conference with Mr. Nelson regarding outstanding settlement issues (.5); draft correspondence to Mr. Little and Mr. Snyder regarding discussions with Mr. Nelson and outstanding issues (.5). | 2.00 625.00/hr | 1,250.00 |
| 2/12/2015 DJB | Confer with Mr. Neligan regarding unresolved issues with respect to BDO settlement (.5); confer with Mr. Gaither regarding research related to same (.5); continue review of revised documents and case law related to issues raised by BDO (1.1). | 2.10 625.00/hr | 1,312.50 |
| PJN | Confer Mr. Buncher regarding unresolved issues with respect to settlement (0.5). | 0.50 675.00/hr | 337.50 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 2/13/2015 | DJB | Further discussion with Mr. Nelson regarding unresolved issues with respect to BDO settlement (.8); continue research and analysis related to issues raised by Mr. Nelson (.7); draft correspondence to Mr. Little and Mr. Sadler related to same (.9). | 2.40 625.00/hr | 1,500.00 |
| 2/16/2015 | DJB | Confer with Mr. Gaither regarding research related to outstanding settlement issues (.2); review research memo from Mr. Gaither regarding settlement issue (.2); confer with Mr. Gaither regarding same (.1). | 0.50 625.00/hr | 312.50 |
| | JDG | Research regarding settlement issues. | 4.00 300.00/hr | 1,200.00 |
| | PJN | Numerous emails regarding BDO settlement issues and review background on outstanding issues raised by BDO's counsel (2.1). | 2.10 675.00/hr | 1,417.50 |
| 2/17/2015 | DJB | Confer with Mr. Gaither regarding research related to settlement issues (.3); review applicable case law and draft memo (.8); revise memo (.3); draft correspondence to Mr. Sadler and Mr. Little regarding open settlement issues (.4); telephone conference with Mr. Sadler and others regarding open issues (.3); telephone conference with Mr. Nelson regarding same (.3); review case law relevant to settlement issues (.5); draft correspondence to Mr. Sadler regarding same (.1). | 3.00 625.00/hr | 1,875.00 |
| | JDG | Continue researching and drafting memo regarding settlement issues. | 1.10 300.00/hr | 330.00 |
| | PJN | Multiple communications and work on settlement documents and issues; participate in conference call with Mr. Sadler, et al. regarding notice (1.4). | 1.40 675.00/hr | 945.00 |
| 2/18/2015 | DJB | Draft correspondence to Mr. Sadler and Mr. Little regarding conversation with Mr. Nelson regarding outstanding unresolved issues with settlement (.5); confer with Mr. Neligan regarding potential solutions (.2); draft correspondence regarding same (.2); review and reply to correspondence from Mr. Morgenstern (.2); draft correspondence to Mr. Nelson regarding settlement issues (.5); follow up correspondence with Mr. Nelson, Mr. Sadler and Mr. Little regarding in person meeting with BDO to discuss unresolved issues (.5). | 2.10 625.00/hr | 1,312.50 |
| | PJN | Confer with Mr. Buncher regarding potential solutions to settlement issues (0.2). | 0.20 675.00/hr | 135.00 |
| 2/20/2015 | DJB | Correspondence confirming meeting between Mr. Sadler and BDO counsel to attempt to resolve open issues (.3). | 0.30 625.00/hr | 187.50 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 2/26/2015 | DJB | Correspondence with Mr. Nelson and Mr. Snyder (.4); telephone conference with Mr. Nelson and Mr. Snyder to attempt to resolve open issues with settlement (.7). | 1.10 625.00/hr | 687.50 |
| 2/27/2015 | DJB | Draft correspondence related to continued discussions with Mr. Nelson to attempt to resolve open settlement issues (.3). | 0.30 625.00/hr | 187.50 |
| 3/4/2015 | DJB | Draft correspondence to Mr. Sadler regarding status of settlement and current versions of settlement documents (.5). | 0.50 625.00/hr | 312.50 |
| | PJN | Prepare for meeting with BDO and review current version of settlement documents and various issues raised by BDO; review research related to issues (2.3). | 2.30 675.00/hr | 1,552.50 |
| 3/5/2015 | DJB | Prepare for meeting with BDO regarding unresolved settlement issues (.5); confer with Mr. Neligan regarding same (.5). | 1.00 625.00/hr | 625.00 |
| | PJN | Continued preparation for meeting with BDO regarding settlement (0.8); conference with Mr. Buncher regarding meeting with BDO's lawyers (0.5); confer with Mr. Buncher regarding unresolved settlement issues (0.5). | 1.80 675.00/hr | 1,215.00 |
| 3/6/2015 | DJB | Prepare for and meet with BDO counsel and Mr. Sadler to discuss unresolved issues related to settlement (2.0). | 2.00 625.00/hr | 1,250.00 |
| | PJN | Meet with BDO counsel to address outstanding issues and follow-up discussion with Mr. Sadler, Mr. Buncher and Mr. Powers (2.0). | 2.00 675.00/hr | 1,350.00 |
| 3/19/2015 | DJB | Review correspondence from Mr. Nelson attaching revised settlement documents (.3); draft correspondence to Mr. Sadler and Mr. Little regarding same (.2). | 0.50 625.00/hr | 312.50 |
| 3/24/2015 | DJB | Confer with Mr. Neligan regarding status of settlement documents (.2). | 0.20 625.00/hr | 125.00 |
| | PJN | Confer with Mr. Buncher regarding status of settlement (0.2). | 0.20 675.00/hr | 135.00 |
| 3/25/2015 | DD | Review exhibits to motion to approve settlement. | 1.90 350.00/hr | 665.00 |
| 3/27/2015 | DJB | Review revised settlement documents received from Mr. Nelson (1.5); draft correspondence to Mr. Nelson regarding same (.2); confer with Mr. Nelson regarding appearance of new counsel for BDO (.2). | 1.90 625.00/hr | 1,187.50 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 4/1/2015 DJB | Telephone conference with Mr. Nelson (.2); correspondence with Mr. Nelson to arrange meeting (.2); draft correspondence to Mr. Little and Mr. Powers with additional revised settlement documents from BDO (.2). | 0.60 625.00/hr | 375.00 |
| 4/3/2015 DJB | Review and reply to correspondence with Mr. Little regarding notice to interested parties provision in draft settlement agreement (.3); review Mr. Little's suggested edits and comments to latest version of settlement documents sent by BDO (.4); correspondence with Mr. Powers regarding same (.2); review Mr. Powers revisions to Settlement Agreement, Scheduling Order and Notice (1.1). | 2.00 625.00/hr | 1,250.00 |
| 4/6/2015 DJB | Continue review of Mr. Powers revisions and comments to settlement documents (.9); draft correspondence regarding revised set of documents to Mr. Nelson (.1); telephone conference with Mr. Nelson regarding settlement documents (.3); telephone conference with Mr. Nelson and Mr. Neligan regarding settlement issues (.5); correspondence to Mr. Nelson regarding bar order revisions (.2); review and reply to correspondence from Mr. Powers and Mr. Little regarding addition revisions to settlement documents and review proposed revisions (1.4). | 3.40 625.00/hr | 2,125.00 |
| PJN | Telephone conference with Mr. Buncher and Mr. Nelson regarding settlement issues. | 0.50 675.00/hr | 337.50 |
| 4/7/2015 DJB | Meeting with BDO counsel and Mr. Little to discuss status of settlement and open terms (1.1); review revised settlement documents delivered by BDO (2.2); review and reply to correspondence from Mr. Little and Mr. Powers related to same (.3). | 3.60 625.00/hr | 2,250.00 |
| 4/8/2015 DJB | Telephone conference with Mr. Powers and Mr. Little regarding BDO's latest round of proposed revisions to settlement documents (.8); review revised Bar Orders and transmit to Mr. Little and Mr. Powers (.5); revise settlement agreement to incorporate comments of Mr. Little and Mr. Powers and send to BDO counsel (1.3); revise Scheduling Order and transmit to Mr. Dial (.4); revise Notice and transmit to Mr. Dial (.3). | 3.30 625.00/hr | 2,062.50 |
| 4/9/2015 DJB | Review Mr. Powers comments to Bar Orders and correspondence related to same (.7); further revision of Bar Orders and correspondence with Mr. Powers and Mr. Little regarding same (.5); correspondence with Mr. Snyder, Mr. Valdespino and Mr. Morgenstern regarding declarations in support of settlement (.1); review and reply to correspondence from Mr. Snyder and Mr. Little regarding declarations (.5). | 1.80 625.00/hr | 1,125.00 |
| 4/13/2015 DJB | Review comments from Mr. Little and Mr. Powers to latest round of revised settlement documents from BDO and draft correspondence to Mr. Dial and Mr. Roberts regarding same (.8); review BDO | 4.70 625.00/hr | 2,937.50 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| | comments/edits to Motion for Approval and revise Motion to incorporate certain comments/edits (3.6); draft correspondence to BDO counsel regarding changes to Motion (.3). | | |
| 4/14/2015 DJB | Correspondence with Mr. Little, Mr. Nelson and Mr. Roberts regarding remaining settlement issues (.4); correspondence with Mr. Valdespino and Mr. Snyder regarding declarations (.1); review Morgenstern declaration (.3). | 0.80 625.00/hr | 500.00 |
| 4/15/2015 DJB | Conference call with Mr. Little, Mr. Dial and Mr. Roberts to discuss open issues with respect to settlement documents (.7); begin revision of documents based upon discussions (.5). | 1.20 625.00/hr | 750.00 |
| 4/16/2015 DJB | Begin work on revisions to settlement documents to incorporate agreed upon changes (1.1). | 1.10 625.00/hr | 687.50 |
| 4/17/2015 DJB | Finish revisions to Settlement Agreement, Scheduling Order, Notice and Bar Orders to incorporate all changes discussed with BDO (2.6). | 2.60 625.00/hr | 1,625.00 |
| 4/20/2015 DJB | Review additional changes to settlement documents from BDO and revise further to incorporate client comments (2.9); draft correspondence to Mr. Dial regarding same (.1); correspondence with Mr. Little and Mr. Snyder regarding payments to individual Plaintiffs (.4); review notice of determination for Reed claim (.1). | 3.50 625.00/hr | 2,187.50 |
| 4/21/2015 DJB | Review and reply to correspondence from Mr. Powers regarding Stanford entity list to be used as exhibit to settlement (.1); review and reply to correspondence from Mr. Snyder regarding status of settlement (.1); review and reply to correspondence from Mr. Powers regarding form of order for attorneys' fees (.1). | 0.30 625.00/hr | 187.50 |
| 4/22/2015 DJB | Review revised settlement agreement, scheduling order, bar order, final judgment and notices from BDO (1.3); draft correspondence to Mr. Little and Mr. Powers regarding changes (.4); correspondence with Mr. Powers regarding order on attorneys' fees (.1); research regarding Rule 54 motion for attorneys' fees (.8); draft correspondence to Mr. Dial regarding BDO's last round of changes to settlement documents (.3); further correspondence with Mr. Powers and Mr. Little regarding same (.2). | 3.10 625.00/hr | 1,937.50 |
| DD | Prepare publication notice for forwarding to Wall Street Journal and International New York Times to obtain quote for running notice for BDO settlement (0.5); transmittal of reduced publication notice to Wall | 1.80 350.00/hr | 630.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| | | Street Journal and International New York Times for a quotation (0.3); research related to notice by publication (1.0). | | |
| 4/23/2015 | DJB | Confer with Mr. Dunn regarding publication costs for notice of settlement (.3); review revised quote based upon reduced size of notice (.1). | 0.40 625.00/hr | 250.00 |
| 4/24/2015 | DJB | Draft correspondence to Mr. Dial (.1); draft correspondence to Mr. Little and Mr. Powers (.1); review Mr. Snyder's declaration (.5); further correspondence with Mr. Dial and Mr. Powers (.1); correspondence to Mr. Dial regarding terms of escrow agreement (.1); locate Stanford entities list to be used as exhibit to Settlement Agreement and draft correspondence to Mr. Dial regarding same (.1); review correspondence from Mr. Dial (.1). | 1.10 625.00/hr | 687.50 |
| 4/27/2015 | DJB | Review final execution version of settlement agreement, scheduling order, notices, bar order and final judgment (1.6); correspondence with Mr. Powers and Mr. Litte related to same (.3); revise motion for approval of settlement (1.1); correspondence with Mr. Valdespino regarding declaration (.1); draft correspondence to Mr. Dial re proof of claim form and assignment of claims (.1). | 3.20 625.00/hr | 2,000.00 |
| 4/28/2015 | DJB | Review and reply to correspondence from Mr. Morgenstern regarding status of settlement (.1). | 0.10 625.00/hr | 62.50 |
| 4/29/2015 | DJB | Review and reply to correspondence from Mr. Dial regarding settlement (.3). | 0.30 625.00/hr | 187.50 |
| 4/30/2015 | RC | Update internal case docket with recently filed pleadings (.3). | 0.30 150.00/hr | 45.00 |
| | DJB | Review changes to Orders and Settlement Agreement by Mr. Little and Mr. Powers (.5); review and reply to correspondence from Mr. Little, Mr. Powers and Mr. Dial regarding settlement agreement (.2); review Valdespino Declaration (.5). | 1.20 625.00/hr | 750.00 |
| 5/1/2015 | DJB | Correspondence and telephone conference with Mr. Little and Mr. Powers to resolve remaining settlement issues (.4); correspondence to Mr. Valdespino regarding declaration in support of settlement (.5); review and reply to correspondence from Mr. Valdespino (.2); review execution copies of settlement documents from Mr. Dial (.7); draft correspondence to Mr. Powers and Mr. Little regarding same (.2); draft correspondence to Ms. Reed and Mr. Wilkinson regarding execution of settlement agreement (.1); revise form of order approving attorneys' fees | 3.40 625.00/hr | 2,125.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| | | (.9); review and reply to correspondence from Mr. Little (.2); correspondence related to execution of settlement agreement (.2). | | |
| 5/4/2015 | DJB | Correspondence related to Morgenstern declaration (.5); review revised Morgenstern declaration (.3); draft correspondence to Mr. Dial regarding signature pages to settlement agreement (.1); review and revise Buncher declaration in support of settlement and attorneys' fees (.8); draft correspondence to Mr. Little regarding same (.1); review and reply to correspondence from Ms. Wilkinson (.1). | 1.90<br>625.00/hr | 1,187.50 |
| 5/5/2015 | DJB | Correspondence to Mr. Valdespino regarding declaration (.1). | 0.10<br>625.00/hr | 62.50 |
| 5/7/2015 | RC | Prepare engagement letter for use as exhibit to motion to approve settlement (0.3). | 0.30<br>150.00/hr | 45.00 |
| | DJB | Review and reply to correspondence from Mr. Dial regarding need for further extension of settlement deadline (.3); review proposed extension letter (.1); draft correspondence to co-counsel regarding extension (.1). | 0.50<br>625.00/hr | 312.50 |
| | | For Legal Services Rendered | 1174.90 | $630,689.50 |
| | | Balance Due | | $630,689.50 |

Attorney Summary

| Name | Hours | Rate | Amount |
|---|---|---|---|
| Douglas J. Buncher | 646.60 | 625.00 | $404,125.00 |
| Nicholas A. Foley | 65.50 | 650.00 | $42,575.00 |
| Patrick J. Neligan, Jr. | 86.20 | 675.00 | $58,185.00 |
| Doug Dunn | 213.40 | 350.00 | $74,690.00 |
| John D. Gaither | 108.80 | 300.00 | $32,640.00 |
| Seymour Roberts | 42.40 | 395.00 | $16,748.00 |
| Kathy L. Gradick | 2.10 | 115.00 | $241.50 |
| Ruth Clark | 9.90 | 150.00 | $1,485.00 |

ORIGINAL

**REVISED FEE AGREEMENT**

**April 10, 2014**

**Parties.** Official Stanford Investors Committee ("Client" or "Committee") and Neligan Foley LLP, Castillo Snyder, P.C., Strasburger & Price, L.L.P., and Butzel Long, P.C. (collectively, "Attorneys").

**Matters subject to this Agreement.** This agreement pertains to claims brought by the Committee against any one or more of the following: BDO Seidman, LLP, BDO USA, LLP, BDO International, LTD, BDO Global Coordination, B.V., Brussels Worldwide Services, BVBA, together with their affiliates, subsidiaries, partners, principals, predecessors and successors (collectively the "BDO Defendants").

**Engagement.** Through this Revised Fee Agreement (the "Agreement"), the Committee engages Attorneys to represent the Committee regarding its claims against the BDO Defendants (collectively, the "BDO Claims").

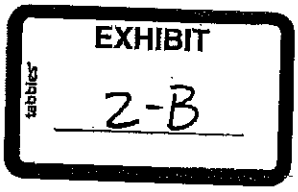
**Purpose of Representation.** Client employs Attorneys to negotiate, sue for, and collect or settle all sums arising out of the BDO Claims, including but not limited to claims for malpractice, negligence, breach of fiduciary duty, fraudulent transfer, unjust enrichment, and aiding and abetting and related claims arising out of the services provided by the BDO Defendants to Stanford Group Holdings, Stanford Group Company, Stanford International Bank Limited, Stanford Financial Group Company, Stanford Trust Company (Louisiana) and/or Stanford Trust Company (Antigua), Stanford Fiduciary Investor Services, Allen Stanford, James M. Davis, Laura Pendergest-Holt, and all other entities now or previously owned or controlled by any of the foregoing persons or entities (collectively the "Stanford Entities"). This Agreement is binding upon Client's successors, heirs and assigns.

**Effective Date.** This Agreement is effective as of March 11, 2011 and supersedes all prior engagement letters and agreements addressing the BDO Claims.

**Terms of Representation.**

1. **Contingency Fee.** Attorneys will prosecute the BDO Claims on a "contingency fee" basis, meaning that Attorneys will receive as a fee twenty-five percent (25%) of the "Net Recovery" in respect of the BDO Claims (the "Fee"). The "Net Recovery" shall be defined as the Recovery in connection with the BDO Claims, after deducting allowable expenses and disbursements, as described below. Attorneys shall be entitled to no Fee in respect of the BDO Claims unless there is a Net Recovery.

The Committee and Attorneys understand that Ralph Janvey, the Receiver for the Stanford Entities ("Receiver"), may also retain counsel on a contingent fee basis and may participate in the prosecution of some or all of the BDO Claims against the BDO Defendants. The Committee and Attorneys agree and acknowledge that the total Fee payable by the Receiver from the Stanford Receivership Estate shall not exceed 25% of the Net Recovery. Attorneys agree to negotiate with counsel to the Receiver and to agree upon a division of the Fee payable hereunder, as between the Attorneys and counsel to the Receiver, that complies with this



paragraph.

The Attorneys have entered into an Amended Master Joint Venture Agreement pursuant to which Attorneys have agreed to divide the Fee payable to Attorneys pursuant to this Agreement. A fully executed copy of the Attorneys' Amended Master Joint Venture Agreement is attached hereto as Exhibit A and made a part of this Agreement. Pursuant to the Texas Disciplinary Rules, the work performed by the law firms will be in proportion to the percentages set forth in the Attorneys' Amended Master Joint Venture Agreement, pursuant to the all of the terms of such Amended Master Joint Venture Agreement, regardless of whether such Recovery received by the Stanford Receivership Estate arguably results from the claims asserted by the Receiver or the Committee against the BDO Defendants.

2. **Recovery**. The "Recovery" includes anything of value directly or indirectly received by the Stanford Receivership Estate as a result of the BDO Claims, including but not limited to the proceeds of any settlement or other disposition, a direct monetary payment or award, restitution awarded through any criminal proceeding, a fine assessed by the United States or other local or state Government, or the forfeiture of any of the BDO Defendants' assets, regardless of whether such Recovery received by the Stanford Receivership Estate arguably results from the claims asserted by the Receiver or the Committee against the BDO Defendants.

3. **Settlement or Other Case Proceeds**. Proceeds of any settlement or other disposition of the BDO Claims shall be paid directly to a receivership account to be designated by the Receiver. Upon receipt of such proceeds, the Receiver shall promptly pay to Attorneys the Fee and any expenses owing pursuant to this Agreement, subject to Court approval.

4. **Expenses**. The Committee authorizes the Attorneys to incur and pay out-of-pocket expenses that are reasonably necessary for the Attorneys to effectively represent the Committee in connection with the BDO Claims. Such expenses typically include, but are not necessarily limited to, filing fees, postage, deposition transcripts, copies, long-distance telephone, telefax charges, experts' fees, document storage and handling expense, and travel expense. The Attorneys will not add surcharges or other fees to third-party expenses. Certain expenses that are incurred internally, such as copies, long-distance telephone, and telefax charges, shall be posted at the Attorneys' standard rates for such expenses.

a. **Pre-suit Expenses**. The Committee agrees to submit all pre-suit investigative expenses incurred by Attorneys to the Receiver for reimbursement pursuant to the terms of paragraph 1(g) of the Committee Order.[1] Pre-suit investigative expenses shall include those incurred by Attorneys for consulting experts, database construction and third party copy services, lodging and travel expenses. The Committee shall request the Receiver to reimburse Attorneys, pursuant to the terms of paragraph 1(g) of the Committee Order, for these pre-suit investigative expenses within 30 days of receiving a statement from Attorneys.

b. **Post-suit Expenses**. The Attorneys shall advance all expenses incurred in

[1] The "Committee Order" is Doc. No. 1149, in *SEC v. Stanford International Bank, Ltd.*, Civil Action No. 09-298-N, in the U.S. District Court for the Northern District of Texas, Dallas Division. The Committee Order established the Official Stanford Investors Committee.

handling the BDO Claims, subject to reimbursement by the Receiver from the Receivership Estate pursuant to application filed with the Court by the Receiver, the Committee or the Committee's counsel and approval of such expenses by the Court at any time during the pendency of the litigation. For larger expenses, including expert witness fees and deposition costs, the Attorneys may ask the Receiver to pay for expenses directly as opposed to the Attorneys advancing the expenses, with such payment to be subject to application filed with the Court by the Receiver, the Committee or the Committee's counsel and approval of such expenses by the Court. In addition to the Fee earned pursuant to the section entitled "Contingency Fees" above, and whether or not there is a Net Recovery in respect of the BDO Claims, the actual and necessary out-of-pocket expenses incurred by the Attorneys to pursue the BDO Claims will be reimbursed by the Receiver from the Receivership Estate. Such expenses will include but are not necessarily limited to travel expenses, filing fees, postage, long-distance telephone, telefax charges, copies, process-server fees, transcripts, electronic document database costs, and expert witness fees. The reimbursement of such expenses will be subject to approval by the District Court upon application by the Attorneys on the same schedule and under the same standards applicable to other professionals whose expenses are subject to approval by the District Court. For any expenses that are not reimbursed to the Attorneys pursuant to this paragraph, then subject to Court approval, the Attorneys shall recover such expenses from the proceeds of any Recovery resulting from prosecuting the BDO Claims. The Attorneys will endeavor to minimize all expenses.

c. **Net Recovery.** If there is a Recovery, the Attorneys and counsel to the Receiver ("Receiver's counsel"), if any, shall first be reimbursed for any expenses advanced by the Attorneys or the Receiver's counsel that have not been reimbursed previously by the Receivership Estate. The Receivership Estate shall then be reimbursed for any expenses incurred and reimbursed to the Attorneys pursuant to this Agreement. The amount of the Recovery remaining after the Attorneys, the Receiver's counsel and the Receivership Estate have been reimbursed, as set forth in this paragraph, is the "Net Recovery".

5. **Total Compensation.** Attorneys agree and acknowledge that the fees to which they may become entitled pursuant to this Agreement shall not exceed, under any circumstances, the percentage set forth in paragraph 1 above. Attorneys further agree to indemnify and hold harmless the members of the Committee from and against any disputes that may arise between or among the Attorneys, including the Receiver's counsel, with respect to the fees and/or expenses to which any of them may be, or become, entitled pursuant to the terms of this Agreement.

6. **Fees and Expenses to be Paid by Receivership.** Attorneys agree and acknowledge that neither the Committee nor any individual member of the Committee shall bear any responsibility whatsoever for the payment of fees, reimbursement of expenses, or any other compensation to Attorneys. Attorneys agree and acknowledge that the Receivership Estate bears sole responsibility for the payment of any fees and expenses required by the terms of this Agreement, and that any such payments may also be subject to Court approval. The Committee will cooperate with Attorneys to prepare and present expense reimbursement requests and, if necessary, fee applications on Attorneys' behalf for submission to the Court (if necessary).

7. **Consistency with Other Agreements.** Notwithstanding any other provision herein, this Agreement is intended to be consistent with and pursuant to the terms of the Committee Order, the letter agreement between the Receiver and the Committee dated December

16, 2010, and the supplemental letter agreement between the Receiver and the Committee dated May 10, 2013.

**8. Settlement.** Attorneys agree to notify the Committee of any offer of settlement received by Attorneys, and the Committee agrees to notify Attorneys of any offer of settlement received by the Committee.

**9. Termination of Agreement.** The Committee reserves the right to terminate Attorneys' representation at any time.

If the Committee discharges Attorneys from any pending litigation after Attorneys have entered appearances as counsel of record, Attorneys will seek court permission to withdraw if Attorneys deem such to be appropriate. Attorneys do not waive any rights to payment for attorneys' fees and expenses for services rendered and work performed prior to such discharge. Subject to the provisions of paragraphs 4, 5 and 6, Attorneys reserve the right to cease work on matters in which attorneys' fees and expenses are not paid within a reasonable time after a statement for their payment has been submitted to the Committee.

Attorneys reserve the right to withdraw from the continued representation of the Committee if it reasonably appears to the Attorneys that the continued pursuit of such claim(s) would not likely result in a sustainable claim and/or a collectible judgment, if the damages recoverable would not likely justify the time and expense of pursuing such claim(s) or if the Committee engages in conduct that renders it unreasonably difficult for Attorneys to represent the Committee effectively.

**10. Conflicts.** Attorneys agree not to accept any engagement known by them to be in direct conflict with the Committee's interests in the matters covered by Attorneys' representation. If, in the course of representing multiple clients, Attorneys discover and determine that a conflict of interest exists, Attorneys will notify the Committee of such conflict, and may withdraw from representing the Committee to the extent that such a withdrawal would be permitted or required by applicable provisions of the Texas Disciplinary Rules of Professional Conduct. The Committee acknowledges that Neligan Foley, LLP is concurrently representing the Receiver in litigation against multiples third parties. Neither Neligan Foley, LLP, nor the Committee believe there is any conflict as a result of Neligan Foley, LLP's joint representation of the Committee and the Receiver in litigation brought against multiple third parties related to the Stanford receivership case. To the extent any conflict does exist, however, it is expressly waived by the Committee by signing this Agreement.

**11. Ethics.** The Committee agrees that the Texas Disciplinary Rules of Professional Conduct shall control to the exclusion of any other "ethics codes" and to the extent that any ethical rules govern or control Attorneys' rights and obligations among themselves. The Committee agrees that Attorneys' obligations shall be governed by the Texas Rules even if a later dispute is centered in another state or in federal court in Texas or in another state.

Consequently, under those rules, Attorneys shall be disqualified from representing any other client in any matter that is directly adverse to the Committee if: (a) that matter is substantially

related to this representation; (b) there is a reasonable probability that Attorneys would in that matter knowingly use to the Committee's disadvantage confidential information acquired by the firm by reason of the representation; (c) Attorneys' representation of that other client would adversely limit Attorneys' responsibilities to the Committee in this representation; or (d) Attorneys' own interests or responsibilities to a third person would adversely limit Attorneys' responsibilities to the Committee.

**12. Governing Law.** The laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Agreement. This Agreement contains the entire agreement between the Committee and Attorneys regarding the matters described herein, and the fees, charges and expenses to be paid relative hereto, and supersedes all prior oral or written agreements in respect thereof. This Agreement may only be amended in writing, signed by the Committee and Attorneys and/or their respective legal representatives, successors and assigns. This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original, and together shall constitute the same Agreement.

**13. No Guarantees; Cooperation.** The Committee acknowledges that Attorneys have not made representations as to the likely outcome of this matter. The opinions Attorneys express concerning any aspect of the outcome of the representation or of the impact of this matter on the Committee's interests is, of course, based upon Attorneys' professional judgment. Those opinions, however informed, are not guarantees. The Committee shall fully cooperate with Attorneys in the prosecution of the Committee's claims and shall make all files, records, and software available to Attorneys on a reasonable basis, and shall make themselves available on a reasonable basis for interviews, depositions, and participation in the discovery process, mediation and trials.

**14. Notice to Client.** As required by the State Bar Act, Attorneys hereby advise the Committee that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, please call (800) 932-1900. This is a toll-free phone call.

**STRASBURGER & PRICE, LLP**

By: _____
EDWARD F. VALDESPINO

**CASTILLO SNYDER, PC**

By: _____
EDWARD C. SNYDER

related to this representation; (b) there is a reasonable probability that Attorneys would in that matter knowingly use to the Committee's disadvantage confidential information acquired by the firm by reason of the representation; (c) Attorneys' representation of that other client would adversely limit Attorneys' responsibilities to the Committee in this representation; or (d) Attorneys' own interests or responsibilities to a third person would adversely limit Attorneys' responsibilities to the Committee.

12. **Governing Law.** The laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Agreement. This Agreement contains the entire agreement between the Committee and Attorneys regarding the matters described herein, and the fees, charges and expenses to be paid relative hereto, and supersedes all prior oral or written agreements in respect thereof. This Agreement may only be amended in writing, signed by the Committee and Attorneys and/or their respective legal representatives, successors and assigns. This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original, and together shall constitute the same Agreement.

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**STRASBURGER & PRICE, LLP**

By: _____
EDWARD F. VALDESPINO

**CASTILLO SNYDER, PC**

By: _____
EDWARD C. SNYDER

**NELIGAN FOLEY, LLP**

By: _____
DOUGLAS J. BUNCHER

**BUTZEL LONG, P.C.**

By: _____
PETER D. MORGENSTERN

**AGREED AND APPROVED BY CLIENT:**
**OFFICIAL STANFORD INVESTORS COMMITTEE**

_____
By: John Little
Its: Chair and Court-Appointed Examiner

NELIGAN FOLEY, LLP

By: _____
DOUGLAS J. BUNCHER

BUTZEL LONG, P.C.

By: _____
PETER D. MORGENSTERN

AGREED AND APPROVED BY CLIENT:
OFFICIAL STANFORD INVESTORS COMMITTEE

_____
By: John Little
Its: Chair and Court-Appointed Examiner

# Exhibit A

## Amended Master Joint Venture Agreement

79375v.1

ORIGINAL

# Amended Master Joint Venture Agreement

This Master Joint Venture Agreement (the "Agreement") is entered into by and between the law firms of Castillo Snyder, PC ("CS"); Butzel Long, PC ("BL"); Strasburger & Price, LLP ("SP"); Neligan Foley LLP ("NF"); and (each individually a "Party" and collectively the "Parties"). The Parties agree to the following:

**Subject Matter of the Agreement**

This Agreement is an exclusive and mutual arrangement to jointly pursue and prosecute, on behalf of Ralph Janvey, in his capacity as court-appointed Receiver for the Stanford receivership estate (the "Receiver"),[1] the Official Stanford Investors Committee (the "Committee") appointed by District Judge David Godbey (the "Receivership Court") and, if and where applicable, any putative class representatives representing a putative class of Stanford International Bank Ltd. CD investors (the "Investor Class Plaintiffs") (collectively, the "Clients"), a lawsuit(s) against the following third party Defendants, and any of their respective subsidiaries or affiliates, as applicable (collectively, the "Stanford Defendants"), concerning the professional or other services they provided to any entity owned by or affiliated with Allen Stanford, including but not limited to Stanford Group Holdings, Stanford Group Company, Stanford International Bank Limited, Stanford Financial Group Company, Stanford Trust Company (Antigua), Stanford Trust Company (Louisiana), Stanford Fiduciary Investor Services, and any other entities owned or controlled by them or by R. Allen Stanford, James M. Davis, and/or Laura Pendergest-Holt (collectively the "Stanford Group"). This Agreement supersedes and amends all prior agreements between the Parties with respect to the allocation of attorneys' fees with respect to the lawsuits brought on behalf of the Receiver, the Committee and the Investor Class Plaintiffs against the Stanford Defendants defined below.

"STANFORD DEFENDANTS"

1. BDO USA, LLP, the domestic arm of BDO Seidman, as well as certain foreign BDO affiliates (collectively "BDO").

[1] The Receiver is a party Plaintiff only in the actions brought against the Greenberg/Hunton Defendants, the Proskauer Defendants, the STC Defendants, and the Willis and BMB Defendants. The Receiver is represented in those actions only by NF.

1

This Agreement covers any actions that may be brought now or in the future relating to claims against the Stanford Defendants as a result of their involvement with the Stanford Group, whether in Texas or in any other state(s)(the "Claims"), except for the fraudulent transfer claims against Suarez which are governed by a separate agreement. No Party will pursue any of the Claims without the consent and participation of all the Parties per the terms of this Agreement.

Claims and Causes of Action

The Parties will jointly investigate, pursue and prosecute the Claims as one or more lawsuits in court(s) of competent jurisdiction.

Responsibility for Attorney Work

The Parties will be responsible for the attorney work to be performed on the Claims, including all aspects of litigating the case(s), consistent with their respective percentages of the fees set forth below. This includes appearing on all pleadings, participating in all legal research, pleadings, discovery, briefing, motion practice and trial. The Parties each agree to provide attorneys, paralegals, and other legal resources to assist in any venue in connection with the prosecution of the Claims consistent with their respective percentages of the fees set forth below.

Responsibility for Expenses

The Parties will be responsible for case expenses incurred in connection with prosecuting the Claims, including consulting experts' fees, testifying experts' fees, discovery, third-party vendors including mediators, large photocopying and investigators based on the respective attorneys' fee split set forth herein, subject to reimbursement or advancement from the receivership estate of costs incurred in connection with prosecution of the receivership estate claims against the Stanford Defendants by the Receiver and/or the Committee. Each Party acknowledge that it is prepared to devote the necessary resources in furtherance of the objectives of this Agreement. As far as the day-to-day management of the Claims, the Parties shall individually bear their own usual operating expenses and routine cost items.

Allocation of Attorneys' Fees

Net attorneys' fees (defined as gross attorneys' fees minus case expenses described above) recovered in connection with the Claims will be allocated among the Parties pursuant to the following schedules:

*Investor Class Plaintiffs Claims:*

| | | | | | |
|---|---|---|---|---|---|
| BDO: | 15% CS | 10% BL | 10% SP | 65% NF | |

*Receiver/ Committee Claims:*

| | | | | | |
|---|---|---|---|---|---|
| BDO: | 15% CS | 10% BL | 10% SP | 65% NF | |

*If Investor Class Plaintiffs Claims & Receiver/Committee Claims Settle or Result in Payment of Judgment Together:*

| | | | | | |
|---|---|---|---|---|---|
| BDO | 15% CS | 10% BL | 10% SP | 65% NF | |

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All attorneys' fees recovered in connection with all Claims filed on behalf of the Clients will be allocated pursuant to this Agreement irrespective of whether one or more of the Clients' claims may be dismissed or is otherwise disposed of prior to trial or final settlement.

The attorney work by the law firms will be performed in accordance with and in proportion to the above fee percentages. If the attorney work performed through collection is repeatedly and materially disproportionate to the attorneys' fee allocation set forth herein, even after notice to that Party whose work is disproportionate and consultations between the Parties, then the Parties agree to adjust the attorneys' fee split in an equitable manner at the time of collection. The Parties shall make this determination of disproportionality based on the number of discrete tasks performed by each Party in furtherance of the Case, defined as (but not limited to) case projects or milestones such as: preliminary investigation; preparation of Complaint; responses to motions to dismiss; propounding of written discovery; taking of depositions; filing of discovery motions; responses to summary judgment; class certification motions and briefing; mediation; trial preparation; and trial etc. During the course of the case, the Party that feels that the work has been performed disproportionately shall immediately provide notice to the other Party, and the Parties shall thereafter consult to reach an agreed solution to allow the offending Party to "catch up" in terms of workload. To the extent that that Party cannot or will not "catch up" in terms of workload, then the Parties shall discuss altering the attorney fee allocation accordingly. Should the Parties be unable to resolve such issue by agreement, the Parties reserve the right to object to the percentages allocated by this Agreement to the Party performing less than that Party's share of the work, whether during the court approval process or otherwise.

**Receivership Court Approval of any Attorneys' Fees Recovered**

Each of the Parties agrees and acknowledges that the Receivership Court has full power and authority to fix the compensation of the attorneys engaged to perform services for the Receiver, the Committee, and any Investor Class. Each of the Parties further agrees and acknowledges that the terms and conditions set forth in this Agreement are subject to approval and potential modification by the Receivership Court, and that the Receivership Court retains the authority to alter the terms and conditions set forth in this Agreement if the Receivership Court determines that such terms and conditions prove to be improvident in light of developments not capable of being anticipated at the time the Parties entered this Agreement.

The Parties also agree that they will file with the Receivership Court appropriate applications to approve the payment of any net attorneys' fees recovered in respect of the Claims covered by this Agreement. In connection therewith, each Party shall keep and maintain appropriate time records in order to support applications for approval that are from time to time made to the Receivership Court; provided, however, that the time devoted by each Party to the Claims addressed in this Agreement shall not determine its allocation of attorneys' fees payable hereunder. The Parties further agree and acknowledge the payment of net attorneys' fees, and the allocation of such net attorneys' fees among the Parties, shall occur only as and when approved by the Receivership Court.

**Termination of Agreement**

Subject to the rules of professional responsibility and class counsel procedures, the Parties reserve the right to withdraw from the continued representation of some or all of the Clients if it reasonably appears to any Party that the continued pursuit of such claim(s) would not likely result in a sustainable claim and/or a collectible judgment, if the damages recoverable would not likely justify the time and expense of pursuing such claim(s) or if any Client engages in conduct that renders it unreasonably difficult for any Party to represent such Client effectively. In such case, this Agreement shall terminate and be of no further effect.

**Confidentiality and Privilege**

The Parties consider that joint prosecution and mutual disclosure among themselves and their respective clients of matters of common concern in this undertaking is essential to the effective representation of their respective Clients and, therefore, the Parties agree as follows:

Any exchange of information in connection with the joint efforts described in this Agreement is not intended to waive any attorney/client or attorney work product privilege, or other protection from disclosure to third parties which may be otherwise available. Accordingly, it is the intention and understanding of the Parties that all work product of, or communications made between, any of the Parties relating to the investigation of potential claims, the development and implementation of common strategies, whether offensive, defensive, or negotiation-related, including but not limited to information and communication contained in documents, memoranda, correspondence, drafts, notes, reports, factual summaries, transcript digests, communications among counsel, or counsel and clients including their employees, consultants, and advisors, any joint or several interview of prospective witnesses, or the sharing or exchange via any media, including but not limited to electronic media, as well as any other material and information which would otherwise be protected from disclosure to third parties are, and will remain, confidential and protected from disclosure to any third party by their Clients' respective attorney-client and attorneys' work product privileges ("Privileged Communications").

All work performed by the Parties and their respective firms and consultants pursuant to this Agreement and communications among the Parties and their consultants and/or Clients in connection with this undertaking shall be conducted and protected pursuant to the attorney-client privilege and work product doctrine as recognized under federal law, the law of Texas, and the laws of any other relevant jurisdiction. The Parties agree that this Agreement is intended to facilitate the exchange of information and ideas among counsel and employees, assistants and professionals engaged from time to time by any of them, which exchange of information and ideas is deemed essential to the development of a common strategy or strategies, both offensive and defensive or negotiation-related, with respect to potential and actual Investor Class Plaintiffs Claims, Receiver Claims and Committee Claims. Any Privileged Communications exchanged by the Parties pursuant to this Agreement shall not be used by any Party for purposes unrelated to the investigation and prosecution of potential and actual Investor Class Plaintiffs Claims, Receiver Claims and Committee Claims. The Parties acknowledge and agree that the attorney-client privilege and work product doctrine shall apply to all Privileged Communications. It is

intended that all Privileged Communications remain confidential in accordance with the terms of this Agreement, and it is on this basis that all Privileged Communications are made between and among the Parties and employees, assistants and professionals engaged by them.

The Parties agree to maintain the confidentiality of the identity of fact and expert witnesses retained by each or any of them in connection with the Investor Class Plaintiffs Claims, Receiver Claims and Committee Claims, and to maintain the confidentiality of the opinions of such experts until, and except to the extent that such opinions are disclosed at trial, in expert reports or as otherwise required by the applicable rules of civil procedure or court order.

The Parties will make all reasonable efforts to maintain the confidentiality of the Privileged Communications. Each Party agrees to maintain the confidentiality of all Privileged Communications and none of the Privileged Communications obtained or developed by any of the parties or their employees, assistants and professionals as a result of this Agreement shall be disclosed to third parties without the consent of each of the other Parties.

Any Party receiving a third-party request or demand for disclosure of Privileged Communications subject to this Agreement shall report such request forthwith to all other Parties and shall utilize all reasonable means and legal processes to maintain the confidentiality of such communications, including but not limited to opposing any requests for, or motions to compel production of such communications, or, when appropriate, seeking a protective order to prevent disclosure of such communications.

**Miscellaneous Provisions**

The Client(s) shall be provided with a copy of this Agreement.

The Parties do not intend to hold themselves out to be a partnership or be governed by the Uniform Partnership Act. It is the intent of the Parties that each firm maintain its regular business operation and that no Party hereto acquires any rights, titles or interest in the ownership or assets of any other Party. The Parties will not hold themselves out to the public as a partnership and will maintain the separate identity of each entity.

It is understood by all Parties that this Agreement in no way affects the duties that each Party owes to the Clients whose Claims are affected by this Agreement. This Agreement shall at all times be construed to protect the Client's interests.

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. No waivers or modification of this Agreement shall be valid unless made in writing and signed by each of the Parties. No prior agreements exist, whether written or verbal, and no Party will assert that any such prior agreements exist.

The Parties agree that if there is any dispute between the Parties arising out of this Agreement, such dispute shall be resolved by binding arbitration administered through Judicial Arbitration and Mediation, Inc. ("JAMS"). The dispute shall be resolved by a single neutral arbitrator. The dispute shall be resolved in Dallas, Texas and in accordance with Texas law.

This Agreement consists of 7 pages.

**AGREED:**

**Castillo Snyder, PC**

By:_____
**Ed Snyder**
Dated: April 9, 2014

**Butzel Long LLP**

By:_____
**Peter Morgenstern**
Dated: April ___, 2014

**Strasburger Price LLP**

By:_____
**Ed Valdespino**
Dated: April ___, 2014

**Neligan Foley LLP**

By:_____
**Doug Buncher**
Dated: April 1, 2014

ACKNOWLEDGED

OFFICIAL STANFORD INVESTORS COMMITTEE

_____
John J. Little
Examiner and Chair

78460v.2

This Agreement consists of 7 pages.

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By:_____
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Dated: April ___, 2014

**Neligan Foley LLP**

By:_____
**Doug Buncher**
Dated: April 9, 2014

ACKNOWLEDGED

OFFICIAL STANFORD INVESTORS COMMITTEE

_____
John J. Little
Examiner and Chair

78460v.2

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF TEXAS**
**DALLAS DIVISION**

| | | |
|---|---|---|
| SECURITIES AND EXCHANGE COMMISSION, | § | |
| | § | |
| Plaintiff, | § | |
| | § | |
| v. | § | Case No. 3:09-cv-0298-N |
| | § | |
| STANFORD INTERNATIONAL BANK, LTD., *et al.*, | § | |
| | § | |
| Defendants. | § | |

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**DECLARATION OF EDWARD C. SNYDER**
**IN SUPPORT OF RECEIVER, OSIC AND CLAS PLAINTIFFS' MOTION FOR ORDER APPROVING PROPOSED SETTLEMENT WITH BDO, APPROVING ATTORNEYS' FEES AND FOR ENTRY OF AGREED JUDGMENT AND BAR ORDER**

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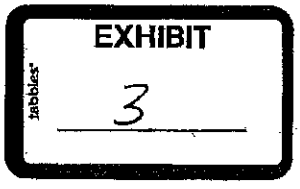
Pursuant to 28 U.S.C. § 1746, I, Edward C. Snyder, hereby declare under penalty of perjury that I have personal knowledge of the following facts:

## I. OVERVIEW

I am submitting this Declaration in support of the Receiver, Official Stanford Investors Committee ("OSIC") and Investor Class Plaintiffs' (the "Investor Plaintiffs") (collectively, the "Plaintiffs") Expedited Request for Entry of Scheduling Order and Motion to Approve Proposed Settlement with BDO USA, LLP, to Approve the Proposed Notice of Settlement with BDO USA, LLP, to Enter the Bar Order, to Enter the Final Judgment and Bar Order, and for Plaintiffs' Attorneys' Fees (the "Motion").[1]

### A. The BDO Lawsuits

[1] Capitalized Terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.



1. The settlement for which approval is sought in the Motion settles all claims asserted against BDO USA, LLP ("BDO USA"), BDO International Ltd. ("BDO International"), BDO Global Coordination, B.V. ("BDO Global"), and Brussels Worldwide Services BVBA ("Brussels Worldwide") (collectively referred to herein as "BDO") in Civil Action Nos. 3:12-cv-1447 (the "OSIC Lawsuit") and 3:11-cv-1115 (the "Investor Lawsuit")(collectively, the "BDO Lawsuits") for $40 million, to be paid on the later of (a) thirty (30) days after the Settlement Effective Date or (b) thirty (30) days after the dismissal of the Investor Litigation with prejudice. The Settlement Effective date is when the order approving the settlement, the Bar Order in the SEC Action, and Final Judgment and Bar Order in the OSIC lawsuit all become Final (a defined term in the Settlement Agreement). (the "BDO Settlement").

2. My firm is co-counsel for the Plaintiffs in the BDO Lawsuits. The OSIC is prosecuting the claims against BDO on behalf of the Receiver pursuant to an assignment of all claims against BDO from the Receiver to OSIC. Accordingly, the Receiver is not a named party to the BDO Lawsuits. The other firms that have been involved in the investigation and prosecution of the BDO Lawsuits include Neligan Foley LP ("Negligan Foley"), which serves as lead counsel for OSIC, Strasburger & Price, LLP ("Strasburger"), and Butzel Long ("Butzel Long") (together with my firm Castillo Snyder P.C., "Plaintiffs' Counsel"), who also serve as co-counsel for the Plaintiffs.

**B. Curriculum Vitae**

3. I am a name shareholder of the law firm Castillo Snyder P.C., based in San Antonio, Texas, and have been practicing law for twenty (20) years. I presently serve as Plaintiffs' (putative) class counsel in the above-referenced Investor Lawsuit, and also serve as counsel for OSIC in the OSIC Lawsuit. I have actively participated in all material aspects of the BDO Lawsuits since they

were filed.

4. I received my law degree from the University of Texas School of Law in 1994 and my law license also in 1994. After law school, I served as Legal Advisor to the former Chairman of the U.S. International Trade Commission in Washington, D.C. Since entering private practice in 1996, I have been involved principally in commercial litigation and trial work, and have handled major cases for both corporate and individual clients, as both plaintiff's and defendant's counsel. I am admitted to practice in the Western, Eastern, Northern and Southern federal districts of the State of Texas as well as the Fifth and Ninth Circuit courts of appeal and the United States Supreme Court.

5. Castillo Snyder is a commercial litigation "boutique" firm based in San Antonio. My partner Jesse Castillo (who is a 30+ year trial lawyer and previously was a partner at Cox & Smith) and I concentrate our practice on complex commercial litigation, including everything from contract, corporate and partnership disputes, securities litigation, real estate litigation, oil and gas litigation and other commercial and business cases. We have tried dozens of complex commercial matters to verdict and judgment, including commercial cases tried in U.S. courts under foreign laws.

6. Since the 1990s, my partner and I have been involved on the plaintiffs' side in numerous class action lawsuits involving allegations of fraud and securities fraud and aider and abettor liability. In the late 1990s, while an associate and, later, a partner at San Antonio-based law firm Martin, Drought & Torres, I (along with my current partner Jesse Castillo and other lawyers from that firm) served as lead or co-lead or second chair class counsel in roughly a dozen or more state-wide and nationwide class actions against life insurance companies based on allegations of fraud in the marketing and sale of "vanishing premium" life insurance products. In

that capacity we litigated class action cases and certified various class actions, typically for settlement purposes although some were litigated to class certification hearings, and also handled class action administrative issues including class claims administration via settlement distribution procedures with class action administration agents we employed. Some of the defendant life insurance companies we brought (and resolved) class action litigation against include: Metlife, CrownLife, First Life Assurance, Manufacturers Life, Equitable Life, Sun Life, College Life, Jackson National Life, Great American Life, and John Hancock.

7. One of my specialized practice areas over the last 16 years has been in the area of pursuing third parties such as banks, accounting firms, law firms and others accused of aiding and abetting complex international (typically offshore) securities fraud schemes. From 1998 through 2006 I served as lead class counsel for Mexican investors who had been defrauded by a Dallas-based Investment Adviser firm named Sharp Capital Inc. ("Sharp") that operated what amounted to an illegal offshore "fund" in the Bahamas but that was run from Dallas. The SEC intervened and filed suit against Sharp and appointed Ralph Janvey as the receiver for Sharp. Sharp lost over $50 million of Mexican investor funds. Through various litigations we brought under the Texas Securities Act ("TSA"), we were able to eventually recover millions of dollars for the Sharp investors. See *Melo v. Gardere Wynne*, 2007 WL 92388 (N.D. Tex. 2007). I also represented Ralph Janvey, as received for Sharp, in litigation arising from the Sharp case, which was also settled. See *Janvey v. Thompson & Knight*, 2004 WL 51323 (N.D. Tex. 2004).

8. Beginning in late 1999, my prior law firm and I also served as lead and/or co-lead class counsel (along with the Diamond McCarthy law firm) for the Class of primarily Mexican investors of the InverWorld group of companies, which was an investment group based in San Antonio that operated what amounted to an offshore fund in the Cayman Islands. We filed class

action lawsuits against several Defendants, including a French bank, a New York law firm, and accounting firm Deloitte & Touche. See *Nocando Mem Holdings v. Credit Comercial de France*, 2004 WL 2603739 (W.D. Tex. 2004); *Gutierrez v. the Cayman Islands Firm of Deloitte & Touche*, 100 S.W.3d 261 (Tex. App. – San Antonio 2002). Those class cases proceeded in tandem with estate litigation filed by the bankruptcy trustee for InverWorld, who was principally represented by the Neligan Foley firm. All of those class cases were premised on TSA aider and abettor claims and all of them eventually settled, each for eight figure sums.

9. In 2003 I was retained by a group of Mexican investors who had been defrauded in yet another $400 million offshore investment fraud committed by a Houston-based investment firm called InterAmericas that, like Stanford, ran an offshore bank (in Curacao, Netherlands Antilles) through which primarily Mexican investors invested. While not a class action, myself and my former law firm filed litigation under the TSA aider and abettor provisions against Deloitte & Touche and a few other Defendants, resulting in seven figure settlements. See *Deloitte & Touche Netherlands Antilles and Aruba v. Ulrich,* 172 S.W.3d 255 (Tex. App. – Beaumont 2005).

10. Besides the Stanford cases, I am currently involved in two other SEC Ponzi scheme cases. I serve as a Special Litigation Counsel to an SEC Receiver in the Central District of California in a Ponzi scheme case styled *Securities and Exchange Commission v. Westmoore Management LLC et al,* Case No. 08:10-CV-00849-AG-MLG. In that capacity I represent the Receiver with respect to all litigation activities. I also currently represent several foreign investors in an alleged Ponzi scheme case in McAllen, Texas styled *Securities & Exchange Commission v. Marco A. Ramirez, Bebe Ramirez, USA Now, LLC., USA Now Energy Capital Group, LLC., and Now. Co. Loan Services, LLC;* In the United States District Court for the

Southern District of Texas – McAllen Division; Case No. 7:13-cv-00531.

11. Based on my experience in SEC receivership and offshore fraud cases generally, as well as my experience in the Stanford cases, I am often invited to speak at seminars on securities litigation issues (including liability under the TSA) by the Texas State Bar.

**C. Involvement with the Stanford Cases Since 2009**

12. I and my law firm have been heavily involved with the Stanford cases since February 2009.

13. As soon as Stanford collapsed in February 2009, I was retained by hundreds of investors from Mexico. I contacted Ralph Janvey to offer my assistance and immediately began investigating claims against various third party potential defendants connected with the collapse of Stanford.

14. After the Official Stanford Investors Committee ("OSIC") was created, I was asked to be a member of said Committee and continue to serve on said Committee today, without compensation. My service on OSIC has consumed hundreds if not thousands of hours of my time over the last few years including time spent communicating with other OSIC members on weekends and late at night.

15. My investigations and cooperation with the Receiver and his counsel eventually led myself and the other Plaintiffs' Counsel to file multiple class action lawsnits on behalf of Stanford investors, as well as companion litigation on behalf of OSIC, including the instant BDO Lawsuits as well as the following cases: *Troice v. Willis of Colorado et al*, Case No. 3:09-cv-01274; *Janvey v. Willis of Colorado, Inc.*, Case No. 3:13-cv-03980; *Troice v. Proskauer Rose et al.*, Case No. 3:09-cv-01600; *Janvey v. Proskauer Rose, LLP*, Case No. 3:13-cv-477; *Janvey v. Greenberg Traurig, LLP*, Case No. 3:12-cv-04641; *Turk v. Pershing, LLC*, Case No. 3:09-cv-02199;

*Wilkinson, et al. v. Breazeale, Sachse, & Wilson, LLP*, Case No. 3:11-cv-00329; and *Janvey v. Adams & Reese, LLP, et al.*, Case No. 3:12-cv-00495 (the "Stanford Cases").

16. I am either lead counsel or co-lead counsel with the other Plaintiffs' Counsel in all of the Stanford Cases and I have been actively involved in every facet of the cases, including the investigation of the facts and legal theories that form the bases for the suits and responding to motions to dismiss. I served as co-lead counsel in the successful appeal of the dismissal of the related *Troice* class action cases under SLUSA to the Fifth Circuit and the U.S. Supreme Court ("SLUSA Appeal"). The SLUSA Appeal impacted the BDO Lawsuits because BDO also sought dismissal of the Investor Lawsuit based on SLUSA.

17. In my view, my and my law firm's involvement in all of the related Stanford Cases has proven invaluable to the successful prosecution and resolution of the instant cases against BDO. Given the inherent overlap of factual and legal issues in third party litigation arising from the Stanford fraud, much of the work performed by the four firms in related Stanford litigation since 2009 laid the groundwork for the successful resolution of the claims against BDO here. The Plaintiffs' Counsel have spent substantial time and energy since 2009 investigating Stanford's business operations and relationships with third parties, including BDO, which involved the review of hundreds of thousands if not millions of pages of documents (including spending literally weeks at the Receiver's document warehouse in Houston), interviews of multiple witnesses across the globe, coordination of efforts with the Receiver, Examiner, SEC and Department of Justice, and researching case law to establish viable theories of liability and damages and then defending those theories through dispositive motion practice before this Court in over a dozen separate lawsuits, including the SLUSA Appeal all the way to the U.S. Supreme Court. All of that work paved the way for the proposed settlement with BDO

and, in my view, the proposed Settlement could not have been achieved without the substantial amount of time and effort expended by Plaintiffs' Counsel and their tireless efforts in the Stanford Cases over all.

## II. THE BDO LAWSUITS AND SETTLEMENT

### A. Plaintiffs' Counsel's Investigation of Claims Against BDO

18. Plaintiffs' Counsel have spent over six years and thousands of hours investigating and pursuing claims against third parties, including BDO, on behalf of the Stanford Receivership Estate and the investors in Stanford.

19. As part of my investigation of the claims against BDO, I reviewed voluminous documents, including thousands of emails of Stanford and BDO personnel, and the audited financial statements BDO prepared for Stanford. I researched relevant case law to develop claims against BDO, including claims under the TSA and other common law claims belonging to the Stanford investors, to determine how the facts surrounding BDO's audits of the Stanford companies supported those claims. The investigation of claims further required formulation of viable damage models and causation theories for both the Receivership Estate claims and the Investor claims, and myself and Plaintiffs' Counsel spent considerable time researching and working up damage models for these cases.

20. Plaintiffs' Counsel could not have successfully prosecuted and resolved the claims asserted in the BDO Lawsuits without having spent thousands of additional hours investigating and understanding the background and history of the complex web of Stanford companies, the operations, financial transactions, interrelationship and dealings between and among the various Stanford entities, and the facts relating to the Ponzi scheme and how it was perpetrated through the various Stanford entities. Without a comprehensive investigation and

understanding of this background, it would not have been possible to formulate viable claims against BDO, and prosecute them successfully to conclusion.

21. As part of our investigation, Plaintiffs' Counsel conducted a thorough analysis of the potential claims against BDO, considering: claims available under both state and federal law; the viability of those claims considering the facts underlying BDO's business dealings with Stanford and this Court's previous rulings; the success of similar claims in other Ponzi scheme cases, both in the Fifth Circuit and elsewhere; as well as defenses raised by BDO in their Motions to Dismiss and mediation position papers in the BDO Lawsuits.

**B. The BDO Lawsuits**

22. The Investor Plaintiffs and OSIC initiated the BDO Lawsuits by filing their Original Complaints in this Court on May 26, 2011 (the Investor Lawsuit) and May 9, 2012 (the OSIC Lawsuit), respectively. Among other claims, the Plaintiffs asserted causes of action against BDO for negligence, aiding and abetting violations of the TSA, aiding and abetting breaches of fiduciary duty, participation in a fraudulent scheme, and conspiracy.

23. BDO filed comprehensive motions to dismiss in the Investor Lawsuit and stated its intention to file dismissal motions and a motion to compel arbitration in the OSIC Lawsuit. In seeking dismissal of the claims asserted in the Investor Lawsuit, BDO argued that SLUSA preempted all causes of action asserted. BDO USA also contended that Plaintiffs' fraud allegations were not pled with specificity pursuant to Rule 9(b), that Plaintiffs' TSA claims were barred by limitations, and that Plaintiffs failed to plead the requisite scienter by BDO USA necessary to establish aider and abettor liability under the TSA. BDO USA's motion also urged that Plaintiffs' TSA claims were based upon non-existent co-conspirator theories of liability, and that Plaintiffs had failed to allege sufficient facts to demonstrate that BDO USA knowingly aided

and assisted SGC's and STC's breaches of fiduciary duty. BDO USA also took issue with Plaintiffs' conspiracy claims, arguing that Texas does not recognize a cause of action for aiding and abetting a fraudulent scheme separate from conspiracy, that Plaintiffs had failed to allege particularized facts establishing BDO USA knowingly aided and assisted in the Stanford Ponzi scheme, that Plaintiffs' conspiracy claim was barred by a two-year limitations period and that Plaintiffs failed to allege particularized facts to demonstrate BDO USA had the requisite meeting of the minds with the alleged co-conspirators to engage in a Ponzi scheme. BDO International, BDO Global and Brussels Worldwide each moved to dismiss under Rule 12(b)(2) alleging they were not subject to the Court's personal jurisdiction, and BDO International and Brussels Worldwide sought dismissal under Rule 12(b)(6) on the ground that they did not exist at the time of the events giving rise to Plaintiffs' causes of action. They also incorporated all of the arguments made by BDO USA in favor of dismissal.

**C. Mediation and Settlement**

24. The mediation that resulted in the settlement was held with former United States District Judge Layn Phillips in New York on August 28, 2014. Former Judge Phillips, now with the law firm Irell & Manella, has extensive experience mediating accounting and audit malpractice cases, having mediated and successfully resolved some of the largest accounting and audit malpractice cases in recent U.S. history.

25. I attended the mediation on behalf of OSIC and the Investor Plaintiffs. The mediation lasted a full day with numerous back and forth offers and demands, ultimately resulting in the $40 million settlement that is the subject of the Motion. Without the tireless effort of the Receiver, OSIC, Investor Plaintiffs and Plaintiffs' Counsel in investigating and prosecuting these claims as part of the overall effort to recover money from third parties for the

benefit of Stanford's investors, the settlement could never have been achieved, and the BDO Lawsuits would likely have dragged on for years with an uncertain outcome and great expense to the parties.

**D. The Settlement is Fair and Reasonable and Should be Approved**

26. It is my opinion based upon years of experience prosecuting and settling complex investor class actions under the TSA, including cases against accounting firms like Deloitte & Touche, as well as complex receivership Ponzi scheme litigation, that the BDO Settlement is fair and reasonable and in the best interests of the Stanford receivership estate and the Stanford investors and should be approved by the Court. I also believe that the BDO Settlement represents the best result that could be achieved given the limits of BDO's insurance. The risks, uncertainty and the length of time it would take to get to trial or a final hearing in arbitration in the BDO Lawsuits further favors the settlement. In light of these practical considerations impacting the ability of BDO to pay a settlement, the BDO Settlement represents an extremely good result for the Stanford receivership estate and its investors. Therefore, I believe the BDO Settlement is in the best interests of the Stanford receivership estate and its investors and should be approved.

## III. ATTORNEYS' FEES

**A. The Contingency Fee Agreement**

27. Plaintiffs' Counsel have been jointly handling all of the Stanford Cases referenced above, including the BDO Lawsuits, pursuant to twenty-five percent (25%) contingency fee agreements with OSIC (in cases in which OSIC is a named Plaintiff) and the Investor Plaintiffs (in investor class action lawsuits).

28. As stated in the Motion, the Movants seek Court approval to pay Plaintiffs'

Counsel a fee equal to an aggregate of twenty-five percent (25%) of the Net Recovery (*i.e.*, the settlement amount less allowable disbursements) in the BDO Lawsuits. This is the fee agreed to be paid to Plaintiffs' Counsel by OSIC and the Investor Plaintiffs, and this is the amount of the fee for which approval is sought in the Motion.

**B. The 25% Contingency Fee is Fair and Reasonable**

29. It is my opinion that the fee requested in the Motion is reasonable in comparison to the total net amount to be recovered for the benefit of the Stanford investors. The twenty-five percent (25%) contingency fee was heavily negotiated between OSIC and Plaintiffs' Counsel, and is substantially below the typical market rate contingency fee percentage of 33% to 40% that most law firms would demand to handle cases of this complexity and magnitude. In certain instances, OSIC interviewed other potential counsel who refused to handle the lawsuits without a higher percentage fee. The BDO Lawsuits and the other third-party lawsuits are extraordinarily large and complex, involving voluminous records and electronic data and requiring many years of investigation, discovery and dispositive motions to get to trial.

30. Moreover the BDO Lawsuits and the companion Stanford Cases, many of which were filed over 5 years ago, involve significant financial outlay and risk by Plaintiffs' Counsel. The investor class actions were dismissed following the Court's SLUSA ruling, and motions to dismiss remained pending for years in the majority of the Stanford Cases. Plaintiffs' Counsel is right now in the midst of seeking class certification in several of the related cases. Plaintiffs' counsel has, for many years now, borne significant risk of loss through dispositive motions or at trial after years of work for no compensation, and an almost certain appeal following any victory at trial. A twenty-five percent (25%) contingency fee is reasonable given the time and effort required to litigate these cases, their complexity and the risks involved.

**D. Time and Effort of Plaintiffs' Counsel**

31. Since February 2009, myself and my law firm have dedicated thousands of hours of time to the prosecution of Stanford litigation on a contingent fee basis. This includes time spent investigating and understanding the background and history of the complex web of Stanford companies, the operations, financial transactions, interrelationship and dealings between and among the various Stanford entities and the defendants we have sued, the facts relating to the Ponzi scheme and how it was perpetrated through the various Stanford entities, and the involvement of the third-party defendants in the foregoing cases with Stanford. Without a comprehensive investigation and understanding of this background, it would not have been possible to formulate viable claims against the third-party defendants and prosecute them successfully.

32. Even a cursory review of the Court's docket in all of these cases reveals the immense amount of work that Plaintiffs' Counsel have put into the prosecution of all of these lawsuits since 2009. However, the docket and pleadings only reveal the work that is filed with the Court. As discussed further herein, and as the Court is aware, the prosecution of lawsuits of this magnitude and complexity has required a tremendous amount of time and effort to investigate the facts, research the relevant legal issues, coordinate and strategize with counsel and clients regarding the handling of the cases, conduct discovery, prepare the briefs and motions, attempt to negotiate settlements, and prepare cases for summary judgment and/or trial. Plaintiffs' Counsel have collectively spent thousands of hours since 2009 in their investigation and prosecution of the lawsuits referenced above, including the BDO Lawsuits.

33. Over the last 6 years, myself and other attorneys and paralegals from my law firm have spent thousands of hours in uncompensated time worth millions of dollars investigating and

prosecuting the Stanford Cases, including the BDO litigation. On average, well in excess of 60-70% of my practice over the last 6 years (and more typically 80-100% of my time on any given week) has been dedicated to these Stanford cases. I personally have worked many late nights and virtually every weekend for the last 6 years on Stanford cases or Stanford-related matters without compensation. Basically my law practice over the last 6 years has been dedicated almost exclusively to the Stanford Cases, to the exclusion of other clients and work.

34. The total amount of attorney and paralegal time invested in the Stanford Cases by myself and other attorneys and paralegals at my Firm totals in excess of $7 million at our hourly billing rates applicable to complex cases like these, all of which time has been uncompensated to date.

35. Because a lot of the time myself and my firm have spent working generally on the Stanford litigation, including e.g., investigative work, briefing and the SLUSA Appeal, was beneficial to all Stanford litigation including the BDO Lawsuits, I performed an analysis of my firms' time records in all of the Stanford litigation in order to (1) identify time my firm spent working on projects that provided a benefit across multiple Stanford cases (e.g., time spent investigating facts, interviewing witnesses and reviewing documents at the Receiver's warehouse; time spent researching and briefing case law to develop and defend viable claims, and time spent on the SLUSA Appeal) and then (2) divide and attribute that time amongst and between the different Stanford cases on a pro rata basis. Thus for example I attributed anywhere from 5% to 20% of time (depending on the project or category of work) my firm spent working on projects that in my view provided a benefit across multiple Stanford Cases to the BDO lawsuits.

36. The result of that attribution analysis is that, as of April 10, 2015, my firm has

spent over 698 hours of attorney and paralegal time worth **$402,430.00** at our applicable hourly rates for complex cases of this nature consisting of time that was either dedicated directly to the BDO Lawsuits, or which I feel is rightfully and equitably attributable to the BDO Lawsuits.

37. I attach hereto as Exhibits "1" and "2" true and correct copies of my Firm's fee billing statements for the BDO-Receiver Lawsuit (Exhibit 1) and the BDO Investor Lawsuit (Exhibit 2), reflecting attorney and paralegal time dedicated to the BDO Lawsuits up to April 10, 2015. The total value attorney and paralegal time my Firm has invested in the BDO Lawsuits to date is **$402,430.00.** The vast majority of the work on these cases has been performed by me, as can be seen in the chart below:

| | **3:11-cv-1115** | | ***Wilkinson v. BDO USA, LLP, et al*** | | |
|---|---|---|---|---|---|
| | ***Biller*** | | ***Hourly Rate*** | ***Hours Billed*** | **Total** |
| ECS | Edward Snyder | | $600.00 | 438 | $262,800.00 |
| JRC | Jesse Castillo | | $600.00 | 8 | $4,800.00 |
| BC | Bianca Cantu | | $100.00 | 0 | $0.00 |
| SR | Sandy Rivas | | $100.00 | 14.5 | $1,450.00 |
| | | | | 460.5 | $269,050.00 |

| | **3-12-cv-01447** | | ***OSIC v. BDO, USA, LLP, et al*** | | |
|---|---|---|---|---|---|
| | ***Biller*** | | ***Hourly Rate*** | ***Hours Billed*** | **Total** |
| ECS | Edward Snyder | | $600.00 | 215.55 | $130,764.35 |
| JRC | Jesse Castillo | | $600.00 | 8.5 | $2,600.00 |
| BC | Bianca Cantu | | $100.00 | 5.5 | $555.10 |
| SR | Sandy Rivas | | $100.00 | 6 | $600.00 |
| | | | | 235.55 | $134,519.45 |

38. I obviously anticipate investing additional time litigating these cases, as well as additional time that will be dedicated to the finalization of the instant Settlement.

39. My firm has also incurred and paid $1,439.45 in expenses in the BDO OSIC Case, and $0 in the BDO Investor Class case, for a total of $1,439.45.

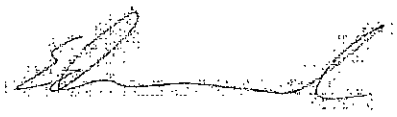
40. In addition to the efforts described herein related to the BDO Lawsuits

specifically, Plaintiffs' Counsel involved in the prosecution of the litigation against BDO were also involved in the briefing and argument of the SLUSA Appeal to the Fifth Circuit and the United States Supreme Court in the *Troice* investor class action lawsuits. But for Plaintiffs' Counsel's efforts over several years to win the SLUSA appeal, the Investor Lawsuit against BDO could not have proceeded.

41. The proposed settlement is the result of many years of effort and thousands of hours of work by the Receiver, OSIC, Investor Plaintiffs and Plaintiffs' Counsel as described herein. But for the efforts of these parties, and the efforts of myself and my law firm described herein, there would be no BDO Settlement, which will net the Receivership estate and the Stanford investors approximately $30 million they would not have otherwise had.

42. In light of the tremendous time and effort myself and my law firm and the other Plaintiffs' Counsel have put into the overall effort to recover monies for the Stanford Receivership Estate and the investors, all of which was necessary to the successful prosecution and resolution of the BDO case, it is my opinion that the twenty-five percent (25%) fee to be paid to counsel for OSIC and the Investor Plaintiffs for the settlement of the BDO Lawsuits is very reasonable. Myself and my laws firm and the other Plaintiffs' Counsel have worked tirelessly for six years to attempt to recover money for the benefit of Stanford's investors for virtually no compensation.

Dated: April 27, 2015



Edward C. Snyder

CASTILLO SNYDER, P.C.
Bank Of America Plaza, Suite 1020
300 Convent
San Antonio, Texas 78205

Invoice # 2236

Invoice submitted to: S-29103.0 BDO-OSIC

April 24, 2015

In Reference To: The Official Stanford Investors Committee
v BDO Global Coordination BV et,al

Professional Services

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 6/7/2010 ECS | A111 Other<br>PREPARE FOR AND TRAVEL TO AUSTIN;<br><br>MEETING WITH KEVIN SADLER REGARDING LITIGATION | 2.00<br>600.00/hr | 1,200.00 |
| 8/10/2010 ECS | A111 Other<br>MEETING WITH CO-COUNSEL; ATTENDED HEARING BEFORE JUDGE GODBEY; RETURN TRAVEL TO SAN ANTONIO | 2.00<br>600.00/hr | 1,200.00 |
| 10/11/2010 ECS | A111 Other<br>TRAVEL TO DALLAS TO ATTEND MEETING OF INVESTOR COMMITTEE | 1.00<br>600.00/hr | 600.00 |
| 10/20/2010 ECS | A111 Other<br>TRAVEL TO AUSTIN; EMAIL TO JANVEY REGARDING DOCUMENTS; EMAIL TO COMMITTEE; TELEPHONE CONFERENCE WITH CO-COUNSEL | 1.00<br>600.00/hr | 600.00 |
| 11/9/2010 ECS | A111 Other<br>REVIEW OF CASE LAW REGARDING RECEIVERSHIP CLAIMS; TELEPHONE CONFERENCE WITH CO-COUNSEL; E-MAILS WITH CO-COUNSEL AND RECEIVER'S COUNSEL. | 2.00<br>600.00/hr | 1,200.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 11/10/2010 ECS | A111 Other<br>ATTENDED INVESTOR COMMITEE MEETING.<br>TELEPHONE CONFERENCE WITH SEC LAWYER.<br>REVIEW OF OIG REPORT EXHIBITS. | 2.00<br>600.00/hr | 1,200.00 |
| 11/15/2010 ECS | A111 Other<br>TRAVEL TO HOUSTON.<br>REVIEW OF DOCUMENTS AT RECEIVER WAREHOUSE. | 2.00<br>600.00/hr | 1,200.00 |
| 11/16/2010 ECS | A111 Other<br>REVIEW OF DOCUMENTS AT RECEIVER WAREHOUSE.<br>RETURN TRAVEL TO SAN ANTONIO. | 1.00<br>600.00/hr | 600.00 |
| 11/17/2010 ECS | A111 Other<br>REVIEW OF STANFORD LEGAL DEPARTMENT INVENTORY INDEX. | 1.00<br>600.00/hr | 600.00 |
| 11/18/2010 ECS | A111 Other<br>TRAVEL TO AUSTIN; MEETING OF LITIGATION SUB-COMMITTEE OF INVESTOR COMMITTEE.<br>RETURN TO SAN ANTONIO | 1.50<br>600.00/hr | 900.00 |
| 11/20/2010 ECS | A111 Other<br>REVIEW OF STANFORD LAW DEPARTMENT FILE INVENTORY LIST. | 1.00<br>600.00/hr | 600.00 |
| 11/22/2010 ECS | A111 Other<br>REVIEW OF LEGAL DEPARTMENT INVENTORY LIST. | 1.00<br>600.00/hr | 600.00 |
| 11/23/2010 ECS | A111 Other<br>TELEPHONE CONFERENCE WITH CO-COUNSEL AND BILL REID; CONTINUED REVIEW OF STANFORD LEGAL DEPARTMENT INVENTORY LIST; LETTER TO BAKER BOTTS | 1.00<br>600.00/hr | 600.00 |
| 1/4/2011 ECS | A111 Other<br>VARIOUS EMAILS WITH CO-COUNSEL AND TELEPHONE CONFERENCE WITH RECEIVER AND COMMITTEE | 1.00<br>600.00/hr | 600.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 1/5/2011 | ECS | A111 Other<br>VARIOUS EMAILS AND TELEPHONE CONFERENCES | 1.00<br>600.00/hr | 600.00 |
| 1/7/2011 | ECS | A111 Other<br>VARIOUS TELEPHONE CONFERENCES | 1.00<br>600.00/hr | 600.00 |
| 1/10/2011 | MAC | A111 Other<br>READ ARTICLES TO FAMILIARIZE MYSELF WITH CASE AND CLAIMS WE WILL BE ALLEGING AGAINST THIRD PARTIES; REVIEW INITIAL LAWSUITS FILED (STANDFORD SEC COMPLAINT; DEFENDING SEC ADM. PROCEEDING). | 2.00<br>150.00/hr | 300.00 |
| | ECS | A111 Other<br>REVIEW OF DOCUMENTS | 1.00<br>600.00/hr | 600.00 |
| 1/11/2011 | ECS | A111 Other<br>REVIEW DOCUMENTS | 1.00<br>600.00/hr | 600.00 |
| 1/12/2011 | ECS | A111 Other<br>REVIEW OF DOCUMENTS | 2.00<br>600.00/hr | 1,200.00 |
| 1/13/2011 | ECS | A111 Other<br>REVIEW AND SORT DOCUMENTS; TRAVEL TO DALLAS | 1.50<br>600.00/hr | 900.00 |
| 1/15/2011 | ECS | A111 Other<br>REVIEW OF DOCUMENTS | 1.00<br>600.00/hr | 600.00 |
| 1/17/2011 | ECS | A111 Other<br>CONTINUED REVIEW OF DOCUMENTS | 2.00<br>600.00/hr | 1,200.00 |
| 1/18/2011 | ECS | A111 Other<br>PREPARED TOLLING AGREEMENT | 2.00<br>600.00/hr | 1,200.00 |
| 1/23/2011 | ECS | A111 Other<br>REVIEW OF BOXES DOCUMENTS | 2.00<br>600.00/hr | 1,200.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 1/24/2011 | ECS | A111 Other<br>REVIEW OF DOCUMENTS | 2.00<br>600.00/hr | 1,200.00 |
| 1/25/2011 | ECS | A111 Other<br>REVIEW OF DOCUMENTS | 2.00<br>600.00/hr | 1,200.00 |
| 1/26/2011 | ECS | A111 Other<br>WORKED ON TOLLING AGREEMENT | 1.00<br>600.00/hr | 600.00 |
| 2/2/2011 | ECS | A111 Other<br>FINALIZED TOLLING AGREEMENT; TELEPHONE CONFERENCE WITH RECEIVERS COUNSEL | 1.00<br>600.00/hr | 600.00 |
| 2/8/2011 | ECS | A111 Other<br>REVIEW OF DOCUMENTS | 1.00<br>600.00/hr | 600.00 |
| 2/12/2011 | ECS | A111 Other<br>REVIEW OF DOCUMENTS; RESEARCHED LAW | 2.00<br>600.00/hr | 1,200.00 |
| 2/24/2011 | ECS | A111 Other<br>REVIEW OF BDO DOCUMENTS | 5.00<br>600.00/hr | 3,000.00 |
| 2/25/2011 | ECS | A111 Other<br>REVIEW OF BDO DOCUMENTS | 4.00<br>600.00/hr | 2,400.00 |
| | ECS | A111 Other<br>GATHERED DOCUMENTS TO GIVE TO HOLMAN TAUBE LAW FIRM | 2.00<br>600.00/hr | 1,200.00 |
| 3/1/2011 | ECS | A111 Other<br>E-MAILS WITH RECEIVER'S COUNSEL; E-MAILS WITH CO-COUNSEL; REVIEW OF DOCUMENTS | 2.00<br>600.00/hr | 1,200.00 |
| 3/4/2011 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH CO-COUNSEL; REVIEW OF BDO DOCUMENTS | 4.00<br>600.00/hr | 2,400.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 3/5/2011 | ECS | A111 Other<br>REVIEW OF BDO DOCUMENTS | 3.00<br>600.00/hr | 1,800.00 |
| 3/20/2011 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH CO-COUNSEL REGARDING VARIOUS MATTERS | 1.00<br>600.00/hr | 600.00 |
| 3/21/2011 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH GREG COSTA REGARDING STATUS OF CRIMINAL CASE | 0.50<br>600.00/hr | 300.00 |
| 3/22/2011 | JRC | A111 Other<br>TO OFFICES OF GREENSBERG; REVIEW DOCUMENTS. | 2.00<br>275.00/hr | 550.00 |
| | ECS | A111 Other<br>TRAVEL TO MIAMI; REVIEW OF GREENBERG TRAURIG DOCUMENTS | 2.00<br>600.00/hr | 1,200.00 |
| | SRC | A111 Other<br>FTI SEARCHES/PRINT E-MAILS FOR HOHMANN, TAUBE & SUMMER, L.L.P. | 5.00<br>100.00/hr | 500.00 |
| 3/23/2011 | JRC | A111 Other<br>REVIEW DOCUMENTS. | 2.00<br>275.00/hr | 550.00 |
| | ECS | A111 Other<br>REVIEW OF DOCUMENTS IN MIAMI | 2.00<br>600.00/hr | 1,200.00 |
| 3/24/2011 | JRC | A111 Other<br>REVIEW DOCUMENTS. | 2.00<br>275.00/hr | 550.00 |
| | ECS | A111 Other<br>FINISHED REVIEW OF DOCUMENTS IN MIAMI | 2.00<br>600.00/hr | 1,200.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 5/3/2011 | ECS | A111 Other<br>REVIEW AND PROVIDE COMMENTS TO RESPONSE TO BDO'S MOTION TO QUASH SUBPOENA | 1.50<br>600.00/hr | 900.00 |
| 6/30/2011 | ECS | A111 Other<br>MEETING WITH STANFORD WITNESS REGARDING BDO; TELEPHONE CONFERENCE WITH RECEIVER AND CO-COUNSEL | 2.00<br>600.00/hr | 1,200.00 |
| 7/5/2011 | ECS | A111 Other<br>VARIOUS EMAILS WITH OPPOSING COUNSEL AND CO-COUNSEL; TELEPHONE CONFERENCE WITH CO-COUNSEL | 1.00<br>600.00/hr | 600.00 |
| 7/21/2011 | ECS | A111 Other<br>REVIEW OF LAW REVIEW ARTICLES ON IN PARI DELICTO | 2.00<br>600.00/hr | 1,200.00 |
| 9/21/2011 | ECS | A111 Other<br>REVIEW OF IN PARI DELICTO MEMO; FORWARD BRIEFING ON OWNERSHIP OF CLAIMS TO RECEIVER AND REVIEW SAME; TELEPHONE CONFERENCE WITH INVESTOR COMMITTE | 2.00<br>600.00/hr | 1,200.00 |
| 9/27/2011 | ECS | A111 Other<br>LONG TELEPHONE CONFERENCE WITH RECEIVER AND BAKER BOTTS REGARDING ESTATE CLAIMS | 1.50<br>600.00/hr | 900.00 |
| 9/28/2011 | ECS | A111 Other<br>VARIOUS EMAILS WITH CO-COUNSEL AND RESEARCH REGARDING POTENTIAL ESTATE CLAIMS VS BDO | 3.00<br>600.00/hr | 1,800.00 |
| 9/29/2011 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH CO-COUNSEL AND COMMITTEE; OFFICE CONFERENCE WITH JESSE R. CASTILLO REGARDING STATUS; | 0.50<br>600.00/hr | 300.00 |
| | JRC | A111 Other<br>REVIEW MATERIAL IN PREPARATION OF MEETING. | 0.50<br>275.00/hr | 137.50 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 10/6/2011 | ECS | A111 Other<br>RESEARCH ON RECEIVER/CLAIMS; EMAILS WITH CO-COUNSEL | 1.00<br>600.00/hr | 600.00 |
| 10/8/2011 | ECS | A111 Other<br>LONG TELEPHONE CONFERENCE WITH GUY HOHMANN; VARIOUS EMAILS; RESEARCH | 1.50<br>600.00/hr | 900.00 |
| 10/12/2011 | JRC | A111 Other<br>OFFICE CONFERENCE WITH MR. SNYDER; TELEPHONE CONFERENCE WITH COMMITTEE. | 0.50<br>275.00/hr | 137.50 |
| 11/7/2011 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH DOJ; TELEPHONE CONFERENCE WITH JESSE R. CASTILLO; TELEPHONE CONFERENCE WITH RALPH JANVEY | 0.50<br>600.00/hr | 300.00 |
| 12/15/2011 | ECS | A111 Other<br>VARIOUS TELEPHONE CONFERENCES WITH AND EMAILS REGARDING LAWSUITS; REVIEW IN PARI DELICITO MEMO; RESEARCH ESTATE DAMAGES THEORIES | 2.00<br>600.00/hr | 1,200.00 |
| 1/3/2012 | ECS | A111 Other<br>REVIEW MEMO FROM CHRIS AHART REGARDING RECEIVER CLAIMS; EMAILS WITH CO-COUNSEL | 1.00<br>600.00/hr | 600.00 |
| 1/6/2012 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH COMMITTEE; TELEPHONE CONFERENCE WITH VARIOUS CO-COUNSEL | 1.00<br>600.00/hr | 600.00 |
| | JRC | A111 Other<br>OFFICE CONFERENCE WITH MR. SNYDER; REVIEW EMAIL. | 0.50<br>450.00/hr | 225.00 |
| 1/9/2012 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH CO-COUNSEL REGARDING RECEIVER CLAIMS | 0.75<br>600.00/hr | 450.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 1/13/2012 ECS | A111 Other<br>LONG TELEPHONE CONFERENCE WITH GUY HOHMANN; LONG TELEPHONE CONFERENCE WITH COMMITTEE COUNSEL; VARIOUS EMAILS WITH COMMITTEE COUNSEL | 1.00<br>600.00/hr | 600.00 |
| 1/18/2012 ECS | A111 Other<br>VARIOUS TELEPHONE CONFERENCES WITH COMMITTEE LAWYERS AND EMAILS | 1.00<br>600.00/hr | 600.00 |
| 1/19/2012 ECS | A111 Other<br>VARIOUS TELEPHONE CONFERENCES WITH AND EMAILS AND WORKED ON ESTATE CLAIMS BRIEF | 1.00<br>600.00/hr | 600.00 |
| 1/20/2012 JRC | A111 Other<br>OFFICE CONFERENCE WITH MR. SNYDER; TELEPHONE CONFERENCE WITH COMMITTEE COUNSEL; REVIEW EMAIL. | 1.00<br>450.00/hr | 450.00 |
| 1/24/2012 ECS | A111 Other<br>WORKED ON ESTATE CLAIMS BRIEF | 1.00<br>600.00/hr | 600.00 |
| 2/17/2012 ECS | A111 Other<br>PREPARED ASSIGNMENT; EMAILS WITH CO-COUNSEL; FOLLOWED CRIMINAL TRIAL | 1.00<br>600.00/hr | 600.00 |
| 3/22/2012 ECS | A111 Other<br>VARIOUS EMAILS AND TELECONFERENCE WITH CO-COUNSEL AND REVIEW OF WITNESS STATEMENTS | 1.50<br>600.00/hr | 900.00 |
| 4/9/2012 ECS | A111 Other<br>VARIOUS EMAILS WITH CO-COUNSEL; OFFICE CONFERENCE WITH JESSE R CASTILLO; EMAIL TO RECEIVER | 1.00<br>600.00/hr | 600.00 |
| 4/10/2012 ECS | A111 Other<br>TELECONFERENCE WITH RALPH JANVEY; TELECONFERENCE WITH TEAM; VARIOUS EMAILS WITH CO-COUNSEL REGARDING ESTATE DAMAGES MODEL; REVIEW VAN TASSEL DECLARATION; REVIEW BDO REVISED COMPLAINT; VARIOUS EMAILS WITH CO-COUNSEL | 6.00<br>600.00/hr | 3,600.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| | REGARDING DAMAGE MODEL | | |
| 4/16/2012 ECS | A111 Other<br>VARIOUS EMAILS AND TELECONFERENCES | 1.00<br>600.00/hr | 600.00 |
| 4/18/2012 ECS | A111 Other<br>WORKED ON BDO COMPLAINT; EMAILS WITH CO-COUNSEL | 4.00<br>600.00/hr | 2,400.00 |
| 4/20/2012 ECS | A111 Other<br>EMAILS WITH OPPOSING COUNSEL; WORKED ON ESTATE COMPLAINT AND DAMAGES ISSUES | 3.00<br>600.00/hr | 1,800.00 |
| 4/23/2012 ECS | A111 Other<br>REVIEW OF JL'S RECENT FILING; | 1.00<br>600.00/hr | 600.00 |
| 4/26/2012 ECS | A111 Other<br>VARIOUS TELECONFERENCES WITH AND EMAILS WITH CO-COUNSEL; RESEARCH ON ESTATE DAMAGE MODEL | 3.00<br>600.00/hr | 1,800.00 |
| 4/30/2012 ECS | A111 Other<br>REVIEW AND EDIT COMMITTEE COMPLAINT AGAINST BDO; REVIEW OF TRIAL TRANSCRIPT | 3.00<br>600.00/hr | 1,800.00 |
| 5/1/2012 ECS | A111 Other<br>LONG TELECONFERENCE WITH CO-COUNSEL REGARDING MOTION TO COMPEL AND DISCOVERY ISSUES; REVIEW OF TRIAL TRANSCRIPT | 1.50<br>600.00/hr | 900.00 |
| 5/3/2012 ECS | A111 Other<br>LONG TELECONFERENCE WITH CO-COUNSEL REGARDING ESTATE CASE | 0.75<br>600.00/hr | 450.00 |
| 5/4/2012 ECS | A111 Other<br>REVIEW OF TRIAL TRANSCRIPT; WORK ON ESTATE COMPLAINT | 5.00<br>600.00/hr | 3,000.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 5/8/2012 ECS | A111 Other<br>VARIOUS EMAILS AND TELECONFERENCES | 0.50<br>600.00/hr | 300.00 |
| 5/9/2012 ECS | A111 Other<br>TELECONFERENCE WITH CO COUNSEL REGARDING FILING OF COMPLAINT | 0.50<br>600.00/hr | 300.00 |
| 5/15/2012 ECS | A111 Other<br>RESEARCH ON LEGAL ISSUES REGARDING RECEIVER CLAIMS | 3.00<br>600.00/hr | 1,800.00 |
| 5/18/2012 ECS | A111 Other<br>EMAILS WITH CO-COUNSEL; TELECONFERENCE WITH COMMITTEE; | 0.50<br>600.00/hr | 300.00 |
| 5/21/2012 ECS | A111 Other<br>REPORT TO CLIENT; TELECONFERENCE WITH AND EMAILS WITH CO-COUNSEL | 0.50<br>600.00/hr | 300.00 |
| 5/22/2012 ECS | A111 Other<br>EMAILS AND TELEPHONE CONFERENCES WITH CO-COUNSEL | 0.25<br>600.00/hr | 150.00 |
| 5/24/2012 ECS | A111 Other<br>ATTEND TELECONFERENCE WITH COMMITTEE; WORKED ON LITIGATION STATUS REPORT | 1.00<br>600.00/hr | 600.00 |
| 5/25/2012 ECS | A111 Other<br>VARIOUS TELECONFERENCES WITH AND EMAILS WITH COMMITTEE; OPPOSING COUNSEL AND CO-COUNSEL | 1.50<br>600.00/hr | 900.00 |
| 6/6/2012 ECS | A111 Other<br>MEETING WITH CO-COUNSEL REGARDING STATUS | 0.50<br>600.00/hr | 300.00 |
| 6/7/2012 ECS | A111 Other<br>TRAVELED TO DALLAS; ATTENDED MEETING BETWEEN COMMITTEE AND RECEIVER | 1.00<br>600.00/hr | 600.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 6/15/2012 | ECS | A111 Other<br>VARIOUS TELECONFERENCES WITH GUY HOHMANN; EMAILS WITH RECEIVER | 1.00<br>600.00/hr | 600.00 |
| 6/18/2012 | ECS | A111 Other<br>TELECONFERENCE WITH OPPOSING COUNSEL; TELECONFERENCE WITH COMMITTEE | 1.00<br>600.00/hr | 600.00 |
| 6/19/2012 | ECS | A111 Other<br>TELECONFERENCE WITH CO-COUNSEL | 0.50<br>600.00/hr | 300.00 |
| 7/30/2012 | ECS | A111 Other<br>TELECONFERENCE WITH COMMITTEE; VAROUS EMAILS | 0.50<br>600.00/hr | 300.00 |
| 7/31/2012 | ECS | A111 Other<br>REVIEW OF JUDGE GODBEY'S CH. 15 DECISION; VARIOUS EMAILS AND TELECONFERENCES; | 0.50<br>600.00/hr | 300.00 |
| 8/10/2012 | ECS | A111 Other<br>VARIOUS MEETINGS; EMAILS AND TELECONFERENCES; LEGAL RESEARCH | 2.00<br>600.00/hr | 1,200.00 |
| 8/12/2012 | ECS | A111 Other<br>WORKED ON RESPONSE BRIEF FOR LEGAL ISSUES FOR RECEIVER CLAIMS | 2.00<br>600.00/hr | 1,200.00 |
| 9/24/2012 | ECS | A111 Other<br>TRAVEL TO DALLAS; ATTEND SUMITT MEETING WITH ANTIGUAN JLS, JANVEY AND DOJ | 1.00<br>600.00/hr | 600.00 |
| 10/16/2012 | ECS | A111 Other<br>ATTENDED COMMITTEE MEETING | 1.00<br>600.00/hr | 600.00 |
| 10/19/2012 | ECS | A111 Other<br>TRAVEL TO DALLAS; ATTEND MEETING WITH RECEIVER; ATTEND STATUS CONFERENCE IN COURT | 1.00<br>600.00/hr | 600.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 12/6/2012 ECS | A111 Other<br>REVIEW DOCUMENTS; PREPARE FOR AND TRAVEL TO DALLAS; MEETING WITH COMMITTEE | 1.00<br>600.00/hr | 600.00 |
| 12/18/2012 ECS | A111 Other<br>TRAVEL TO HOUSTON TO INTERVIEW LENA STINSON REGARDING VARIOUS MATTERS | 1.00<br>600.00/hr | 600.00 |
| 12/21/2012 ECS | A111 Other<br>VARIOUS EMAILS REGARDING SETTLEMENT NEGOTIATIONS | 0.50<br>600.00/hr | 300.00 |
| 1/23/2013 ECS | A111 Other<br>TELECONFERENCE WITH CO-COUNSEL REGARDING STATUS OF JANVEY CASE VS. BDO | 1.00<br>600.00/hr | 600.00 |
| 1/29/2013 ECS | A111 Other<br>VARIOUS EMAILS WITH COMMITTEE LATE AT NIGHT | 0.50<br>600.00/hr | 300.00 |
| 2/28/2013 ECS | A111 Other<br>TRAVEL TO DALLAS; ATTEND MEETING OF RECEIVER AND OSIC | 1.00<br>600.00/hr | 600.00 |
| 3/20/2013 ECS | A111 Other<br>VARIOUS EMAILS | 0.50<br>600.00/hr | 300.00 |
| 4/1/2013 ECS | A111 Other<br>REVIEW OF NEW 5TH CIR. DECISION ON STANFORD | 0.50<br>600.00/hr | 300.00 |
| 4/4/2013 ECS | A111 Other<br>TELECONFERENCE WITH MICHAEL STANLEY REGARDING YOLANDA SUAREZ | 0.50<br>600.00/hr | 300.00 |
| 4/12/2013 ECS | A111 Other<br>MEETING WITH CO-COUNSEL | 0.50<br>600.00/hr | 300.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 4/15/2013 | ECS | A111 Other<br>TELECONFERENCE WITH OPPOSING COUNSEL REGARDING MEDIATION. | 0.50<br>600.00/hr | 300.00 |
| 4/17/2013 | ECS | A111 Other<br>EMAILS WITH CO-COUNSEL AND WITH OPPOSING COUNSEL REGARDING MEDIATION | 0.50<br>600.00/hr | 300.00 |
| 5/10/2013 | ECS | A111 Other<br>TRAVEL TO AUSTIN AND MEETING WTIH INVESTORS COMMITTEE AND RECEIVER REGARDING BDO AND HOHMANN | 2.00<br>600.00/hr | 1,200.00 |
| 5/11/2013 | ECS | A111 Other<br>EMAILS WITH CO-COUNSEL | 0.50<br>600.00/hr | 300.00 |
| 5/15/2013 | ECS | A111 Other<br>TELECONFERENCE WITH JOHN LITTLE; TELECONFERENCE WITH GUY HOHMANN | 0.50<br>600.00/hr | 300.00 |
| 5/16/2013 | ECS | A111 Other<br>RESEARCH/UPDATE CASE LAW | 1.00<br>600.00/hr | 600.00 |
| 5/22/2013 | ECS | A111 Other<br>TELECONFERENCE WITH COMMITTEE REGARDING STATUS | 0.75<br>600.00/hr | 450.00 |
| 6/11/2013 | BC | A111 Other<br>START TO REORDER STANFORD CRIMINAL TRIAL TRANSCRIPTS. | 1.50<br>100.00/hr | 150.00 |
| 6/12/2013 | SRC | A111 Other<br>REVIEW CRIMINAL CASE TRIAL TRANSCRIPTS | 1.00<br>100.00/hr | 100.00 |
| | BC | A111 Other<br>REORDER STANFORD CRIMINAL TRIAL TRANSCRIPTS; CREATE INDEX OF TRANSCRIPTS; SEARCH CERTAIN PARTS OF TRANSCRIPTS (PER ECS INSTRUCTION) | 2.00<br>100.00/hr | 200.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 6/13/2013 | BC | A111 Other<br>CONTINUE REORDER OF STANFORD CRIMINAL TRIAL TRANSCRIPTS; FINISH INDEX OF TRANSCRIPTS; CONTINUE TO SEARCH TRANSCRIPT (PER ECS INSTRUCTION) | 2.00<br>100.00/hr | 200.00 |
| | ECS | A111 Other<br>LONG TELECONFERENCE WITH GUY HOHMANN REGARDING STATUS | 1.00<br>600.00/hr | 600.00 |
| 6/18/2013 | ECS | A111 Other<br>TELECONFERENCE WITH DOUG BUNCHER; TELECONFERENCE WITH JOHN LITTLE; REVIEW EMAILS FROM GUY HOHMANN | 1.00<br>600.00/hr | 600.00 |
| 6/20/2013 | ECS | A111 Other<br>REVIEW OF NEW SECOND CIRCUIT DECISION IN MADOFF | 0.50<br>600.00/hr | 300.00 |
| 6/26/2013 | ECS | A111 Other<br>VARIOUS EMAILS REGARDING BDO STATUS | 0.50<br>600.00/hr | 300.00 |
| 7/3/2013 | ECS | A111 Other<br>TELECONFERENCE WITH JOHN LITTLE; REVIEW AND RESPOND TO VARIOUS EMAILS WITH COMMITTEE AND GUY HOHMANN | 1.00<br>600.00/hr | 600.00 |
| 7/8/2013 | ECS | A111 Other<br>EMAILS WITH CO-COUNSEL | 0.25<br>600.00/hr | 150.00 |
| 7/9/2013 | ECS | A111 Other<br>LONG TELECONFERENCE WITH BDO COUNSEL AND FOLLOW UP TELECONFERENCE WITH JOHN LITTLE REGARDING MEDIATION | 1.00<br>600.00/hr | 600.00 |
| 7/11/2013 | ECS | A111 Other<br>TELECONFERENCE WITH DOUG BUNCHER; EMAILS WITH J. LITTLE | 0.75<br>600.00/hr | 450.00 |
| 8/7/2013 | ECS | A111 Other<br>EMAILS REGARDING STATUS | 0.25<br>600.00/hr | 150.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 8/12/2013 | ECS | A111 Other<br>VARIOUS EMAILS | 0.50<br>600.00/hr | 300.00 |
| 8/22/2013 | ECS | A111 Other<br>TELECONFERENCE WITH COMMITTEE REGARDING BDO STATUS | 0.50<br>600.00/hr | 300.00 |
| 8/29/2013 | ECS | A111 Other<br>TELECONFERENCE WITH GUY HOHMANN; EMAIL TO NEW ACCOUNTING MALPRACTICE LAWYER | 0.75<br>600.00/hr | 450.00 |
| 9/4/2013 | ECS | A111 Other<br>TELECONFERENCE WITH STEVE THOMAS; EMAIL TO JOHN LITTLE REGARDING BDO | 1.00<br>600.00/hr | 600.00 |
| 9/5/2013 | ECS | A111 Other<br>LONG TELECONFERENCE WITH JOHN LITTLE; GATHERED MATERIALS AND FORWARDED TO STEVE THOMAS REGARDING BDO | 2.50<br>600.00/hr | 1,500.00 |
| 9/6/2013 | ECS | A111 Other<br>VARIOUS EMAILS WITH STEVE THOMAS; J. LITTLE ET AL REGARDING BDO | 1.00<br>600.00/hr | 600.00 |
| 9/9/2013 | ECS | A111 Other<br>TRAVEL TO DALLAS; ATTEND OSIC AND RECEIVER MEETING | 1.00<br>600.00/hr | 600.00 |
| 9/10/2013 | ECS | A111 Other<br>REVIEW MEMOS ON SETTLEMENT MECHANISMS AND CASE LAW ON RECEIVER SETTLEMENT; TELECONFERENCE WITH JANVEY AND SADLER | 3.00<br>600.00/hr | 1,800.00 |
| 9/17/2013 | ECS | A111 Other<br>EMAILS WITH CO-COUNSEL; EMAILS WITH RECEIVER; TELECONFERENCE WITH JOHN LITTLE | 1.50<br>600.00/hr | 900.00 |
| 9/20/2013 | ECS | A111 Other<br>TELECONFERENCE WITH STEVE SORENSON AND CO-COUNSEL | 0.50<br>600.00/hr | 300.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 9/30/2013 | ECS | A111 Other<br>TELECONFERENCE WITH STEVE THOMAS AND STEVE SORENSON | 0.50<br>600.00/hr | 300.00 |
| 10/8/2013 | ECS | A111 Other<br>TELECONFERENCE WITH STEVE THOMAS AND STEVE SORENSON | 0.50<br>600.00/hr | 300.00 |
| 10/14/2013 | ECS | A111 Other<br>TRAVEL TO DALLAS; ATTENDED MEETING WITH RECEIVER AND COMMITTEE AND INTERVIEWED POTENTIAL NEW LEAD COUNSEL | 3.00<br>600.00/hr | 1,800.00 |
| 10/15/2013 | ECS | A111 Other<br>TELECONFERENCE WITH DOUG BUNCHER; FORWARD VARIOUS MATERIALS REGARDING BDO | 1.00<br>600.00/hr | 600.00 |
| 10/18/2013 | ECS | A111 Other<br>EMAILS; TELECONFERENCE WITH DOUG BUNCHER REGARDING BDO | 0.75<br>600.00/hr | 450.00 |
| 10/21/2013 | ECS | A111 Other<br>TELECONFERENCE WITH JOHN LITTLE AND DOUG BUNCHER; TELECONFERENCE WITH CALIFORNIA LAWYERS | 1.00<br>600.00/hr | 600.00 |
| 10/23/2013 | ECS | A111 Other<br>EMAILS AND TELECONFERENCE WITH RECEIVER COUNSEL | 0.50<br>600.00/hr | 300.00 |
| 10/30/2013 | ECS | A111 Other<br>EMAILS WITH CO-COUNSEL | 0.25<br>600.00/hr | 150.00 |
| 11/15/2013 | ECS | A111 Other<br>TELECONFERENCE WITH OPPOSING COUNSEL REGARDING STATUS OF SETTLEMENT NEGOTIATIONS | 0.75<br>600.00/hr | 450.00 |
| 11/22/2013 | ECS | A111 Other<br>ATTENDED RECEIVER AND COMMITTE MEETING | 1.00<br>600.00/hr | 600.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 1/15/2014 | ECS | A111 Other<br>VARIOUS EMAILS AND PROVIDE UPDATE TO CLIENTS | 0.50<br>600.00/hr | 300.00 |
| 1/16/2014 | ECS | A111 Other<br>TRAVEL TO DALLAS; ATTEND STATUS CONFERENCE; ATTENDING MEETING WITH RECEIVER AND COMMITTEE | 1.00<br>600.00/hr | 600.00 |
| 1/29/2014 | ECS | A111 Other<br>EMAILS WITH CO-COUNSEL | 0.25<br>600.00/hr | 150.00 |
| 2/25/2014 | ECS | A111 Other<br>TELECONFERENCE WITH GUY HOHMAN; TELECONFERENCE WITH DOUG BUNCHER | 1.00<br>600.00/hr | 600.00 |
| 3/5/2014 | ECS | A111 Other<br>REVIEW OF FILE AND DOCKET SHEET; TELECONFERENCE WITH OPPOSING COUNSEL ; EMAILS | 0.75<br>600.00/hr | 450.00 |
| 3/21/2014 | ECS | A111 Other<br>TRAVEL TO DALLAS; ATTEND MEETING OF INVESTOR COMMITTEE AND RECEIVER | 1.00<br>600.00/hr | 600.00 |
| 3/25/2014 | ECS | A111 Other<br>REVIEW OF DOCS AND PREPARE FOR LENA STINSON INTERVIEW. | 1.00<br>600.00/hr | 600.00 |
| 3/26/2014 | ECS | A111 Other<br>TRAVEL TO HOUSTON; IN DEPTH INTERVIEW OF LENA STINSON; RETURN TRAVEL TO SAN ANTONIO | 1.05<br>600.00/hr | 630.00 |
| 3/28/2014 | ECS | A111 Other<br>LONG TELECONFERENCE WITH MICHAEL STANLEY (LAWYER FOR YOLANDA SUAREZ). | 0.50<br>600.00/hr | 300.00 |
| 4/3/2014 | ECS | A111 Other<br>TELECONFERENCE WITH CO-COUNSEL; REVIEW OF SETTLEMENT DOCUMENTS IN MADOFF | 1.00<br>600.00/hr | 600.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 4/8/2014 ECS | A111 Other<br>VARIOUS TELECONFERENCES, EMAILS, DISCUSSIONS AND RESEARCH REGARDING SETTLEMENT STRUCTURES | 1.00<br>600.00/hr | 600.00 |
| 4/9/2014 ECS | A111 Other<br>VARIOUS EMAILS | 0.50<br>600.00/hr | 300.00 |
| 5/8/2014 ECS | A111 Other<br>TRAVEL TO HOUSTON; INTERVIEW OF REBECCA HAMRIC | 1.00<br>600.00/hr | 600.00 |
| 5/21/2014 ECS | A111 Other<br>REVIEW OF DOCUMENTS; PREPARE FOR INTERVIEW OF YOLANDA SUAREZ; TRAVEL TO MIAMI | 1.00<br>600.00/hr | 600.00 |
| 5/22/2014 ECS | A111 Other<br>INTERVIEW YOLANDA SUAREZ; RETURN TRAVEL TO SAN ANTONIO | 2.00<br>600.00/hr | 1,200.00 |
| 6/6/2014 ECS | A111 Other<br>TELECONFERENCE WITH RECEIVER REGARDING RELEASE FORMS | 0.50<br>600.00/hr | 300.00 |
| 6/12/2014 ECS | A111 Other<br>REVIEW OF SEC; DEPOSITION TRANSCRIPTS OF JANE BATES AND BERNIE YOUNG | 1.00<br>600.00/hr | 600.00 |
| 7/7/2014 ECS | A111 Other<br>TRAVEL TO DALLAS; MEETING WITH OSIC AND RECEIVER | 1.00<br>600.00/hr | 600.00 |
| 7/22/2014 ECS | A111 Other<br>TELECONFERENCE WITH CO-COUNSEL REGARDING STATUS | 0.50<br>600.00/hr | 300.00 |
| 7/24/2014 ECS | A111 Other<br>EMAILS WITH CO-COUNSEL | 0.50<br>600.00/hr | 300.00 |
| 7/30/2014 ECS | A111 Other<br>EMAILS REGARDING SETTLEMENT | 0.50<br>600.00/hr | 300.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 8/12/2014 | ECS | A111 Other<br>TELECONFERENCE WITH ED DAVIS; VARIOUS EMAILS | 1.00<br>600.00/hr | 600.00 |
| 8/21/2014 | ECS | A111 Other<br>EMAILS REGARDING MEDIATION | 0.25<br>600.00/hr | 150.00 |
| 9/9/2014 | ECS | A111 Other<br>PROVIDE COMMENTS TO SETTLEMENT AGEEMENT AND MOTION TO APPROVE | 1.00<br>600.00/hr | 600.00 |
| 9/11/2014 | ECS | A111 Other<br>VARIOUS EMAILS | 0.50<br>600.00/hr | 300.00 |
| 9/22/2014 | ECS | A111 Other<br>TELECONFERENCE WITH RECEIVER AND COUNSEL REGARDING SETTLEMENT; REVIEW LETTER FROM RECEIVER; FOLLOW UP TELECONFERENCE WITH CO-COUNSEL | 0.75<br>600.00/hr | 450.00 |
| 9/25/2014 | ECS | A111 Other<br>REVIEW EMAILS | 0.25<br>600.00/hr | 150.00 |
| 11/8/2014 | ECS | A111 Other<br>TELECONFERENCE WITH CO-COUNSEL REGARDING STATUS | 1.00<br>600.00/hr | 600.00 |
| | ECS | A111 Other<br>REVIEWED SETTLEMENT DOCUMENTS | 2.00<br>600.00/hr | 1,200.00 |
| 11/9/2014 | ECS | A111 Other<br>PREPARED BDO SETTLEMENT DECLARATION | 2.50<br>600.00/hr | 1,500.00 |
| 11/12/2014 | ECS | A111 Other<br>REVIEW OF SETTLEMENT DRAFTS AND ATTENDED TELECONFERENCE WITH CO-COUNSEL | 1.00<br>600.00/hr | 600.00 |
| | | **For professional services rendered** | **237.55** | **$133,380.00** |

| | | Amount |
|---|---|---|
| | **Previous balance** | **$1,439.45** |
| | Accounts receivable transactions | |
| 2/23/2015 | Payment - Thank You No. Wire | ($1,439.45) |
| | **Total payments and adjustments** | **($1,439.45)** |
| | Balance due | $133,380.00 |

CASTILLO SNYDER, P.C.
Bank Of America Plaza, Suite 1020
300 Convent
San Antonio, Texas 78205

Invoice # 2235

Invoice submitted to: S-29103.0 BDO-Class

April 24, 2015

In Reference To: Wilkinson et al v. BDO USA, LLP et al

Professional Services

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 5/23/2009 | ECS | A111 Other<br>Investigation of Stanford background facts; research case law for causes of action vs. third parties. | 1.00<br>600.00/hr | 600.00 |
| 6/6/2009 | ECS | A111 Other<br>Investigation of Stanford background facts; research case law for causes of action vs. third parties | 2.00<br>600.00/hr | 1,200.00 |
| 6/7/2009 | ECS | A111 Other<br>Investigation of Stanford background facts; research case law for causes of action vs. third parties; began drafting prototype Complaint | 1.00<br>600.00/hr | 600.00 |
| 6/8/2009 | ECS | A111 Other<br>Investigation of Stanford background facts; research case law for causes of action vs. third parties; worked on prototype Complaint | 2.00<br>600.00/hr | 1,200.00 |
| 6/9/2009 | ECS | A111 Other<br>Investigation of Stanford background facts; research case law for causes of action vs. third parties; worked on prototype Complaint | 2.00<br>600.00/hr | 1,200.00 |
| 6/11/2009 | ECS | A111 Other<br>Investigation of Stanford background facts; research case law for causes of action vs. third parties; worked on prototype Complaint | 1.00<br>600.00/hr | 600.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 6/13/2009 | ECS | A111 Other<br>Investigation of Stanford background facts; research case law for causes of action vs. third parties; worked on prototype Complaint | 1.00<br>600.00/hr | 600.00 |
| 6/15/2009 | ECS | A111 Other<br>Investigation of Stanford background facts; research case law for causes of action vs. third parties; worked on prototype Complaint | 2.00<br>600.00/hr | 1,200.00 |
| 6/16/2009 | ECS | A111 Other<br>Investigation of Stanford background facts; research case law for causes of action vs. third parties; worked on prototype Complaint | 2.00<br>600.00/hr | 1,200.00 |
| 6/17/2009 | ECS | A111 Other<br>Investigation of Stanford background facts; research case law for causes of action vs. third parties; worked on prototype Complaint | 2.00<br>600.00/hr | 1,200.00 |
| 6/18/2009 | ECS | A111 Other<br>Investigation of Stanford background facts; research case law for causes of action vs. third parties; worked on prototype Complaint | 1.00<br>600.00/hr | 600.00 |
| 6/19/2009 | ECS | A111 Other<br>REVIEW OF CRIMINAL INDICTMENT OF STANFORD, ET AL; PREPARED REPORT FOR CLIENTS; WORKED ON PROTOTYPE COMPLAINT | 2.00<br>600.00/hr | 1,200.00 |
| 6/22/2009 | ECS | A111 Other<br>WORKED ON PROTOTYPE COMPLAINT | 1.00<br>600.00/hr | 600.00 |
| 6/23/2009 | ECS | A111 Other<br>WORKED ON PROTOTYPE COMPLAINT | 1.00<br>600.00/hr | 600.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 6/24/2009 ECS | A111 Other<br>WORKED ON PROTOTYPE COMPLAINT | 1.00<br>600.00/hr | 600.00 |
| 6/25/2009 ECS | A111 Other<br>WORKED ON PROTOTYPE COMPLAINT | 2.00<br>600.00/hr | 1,200.00 |
| 6/26/2009 ECS | A111 Other<br>WORKED ON PROTOTYPE COMPLAINT | 1.00<br>600.00/hr | 600.00 |
| 6/27/2009 ECS | A111 Other<br>WORKED ON PROTOTYPE COMPLAINT | 1.00<br>600.00/hr | 600.00 |
| 6/29/2009 ECS | A111 Other<br>WORKED ON COMPLAINT | 2.00<br>600.00/hr | 1,200.00 |
| 8/5/2009 ECS | A111 Other<br>RESEARCH LAW ON MDL PROCEEDINGS | 2.00<br>600.00/hr | 1,200.00 |
| 8/7/2009 ECS | A111 Other<br>TELEPHONE CONFERENCE WITH NICK FOLEY; REVIEW MDL CASE LAW; WORKED ON NEW REPORT TO CLIENTS; RESEARCH CASE LAW | 2.00<br>600.00/hr | 1,200.00 |
| 8/19/2009 ECS | A111 Other<br>REVIEW OF FTI REPORT; EMAILS WITH CO-COUNSEL; | 1.00<br>600.00/hr | 600.00 |
| 8/21/2009 ECS | A111 Other<br>REVIEW OF VARIOUS PARTIES' RESPONSES TO MDL; TELEPHONE CONFERENCE WITH SEC; REVIEW OF LOUISIANA CLASS ACTION | 1.00<br>600.00/hr | 600.00 |
| 8/31/2009 ECS | A111 Other<br>RESEARCH ON CLASS ISSUES | 1.00<br>600.00/hr | 600.00 |
| 9/2/2009 ECS | A111 Other<br>RESEARCH ON LEGAL ISSUES; WORKED ON COMPLAINT | 2.00<br>600.00/hr | 1,200.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 9/29/2009 | ECS | A111 Other<br>REVIEW OF VARIOUS PLEADINGS FILED IN SEC CASE; EMAILS WITH SVC; TELEPHONE CONFERENCE WITH CLIENTS | 1.00<br>600.00/hr | 600.00 |
| 10/5/2009 | ECS | A111 Other<br>REVIEW OF MDL ORDER; MEETING AND EMAILS WITH CO-COUNSEL | 1.00<br>600.00/hr | 600.00 |
| 10/19/2009 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH GENERAL COUNSEL OF TSSB; REVIEW OF NEW MDL ORDER | 1.00<br>600.00/hr | 600.00 |
| 10/28/2009 | ECS | A111 Other<br>LONG TELEPHONE CONFERENCE WITH KEVIN EDMUNDSON OF SEC; MEETINGS | 0.50<br>600.00/hr | 300.00 |
| 11/2/2009 | ECS | A111 Other<br>EMAILS WITH CLIENTS; TELEPHONE CONFERENCE WITH LAWYER FOR JASON GREEN | 0.75<br>600.00/hr | 450.00 |
| 11/12/2009 | JRC | A111 Other<br>OFFICE CONFERENCE WITH MR. SNYDER REFERENCE STRATEGY. | 0.50<br>600.00/hr | 300.00 |
| | ECS | A111 Other<br>LONG TELEPHONE CONFERENCE WITH SEC REGARDING COORDINATION OF LITIGATION; TELEPHONE CONFERENCE WITH CO-COUNSEL & ASSOCIATED CLASS COUNSEL; RESEARCH ON TSA CASE LAW | 1.00<br>600.00/hr | 600.00 |
| 11/13/2009 | ECS | A111 Other<br>RESEARCH ON TSA CLAIMS; TELEPHONE CONFERENCE WITH CO-COUNSEL; EMAIL MORGENSTEN | 1.00<br>600.00/hr | 600.00 |
| 11/16/2009 | JRC | A111 Other<br>CONFERENCE WITH MR. SNYDER REFERENCE STRATEGY. | 1.00<br>600.00/hr | 600.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 11/16/2009 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH TSSB; RESEARCH ON TSA AND REGISTRATION EXEMPTIONS; MEETING WITH CO-COUNSEL | 1.00<br>600.00/hr | 600.00 |
| 11/20/2009 | ECS | A111 Other<br>RESEARCH ON TSA CLAIMS | 2.00<br>600.00/hr | 1,200.00 |
| 11/23/2009 | ECS | A111 Other<br>PREPARED MEMO TO CO-COUNSEL REGARDING SECURITIES REGISTRATION ISSUES | 1.00<br>600.00/hr | 600.00 |
| 12/3/2009 | ECS | A111 Other<br>RESEARCH LAW ON REGISTRATION REQUIREMENT FOR SECURITIES; MEETING WITH ANGIE KOGUTT OF SVC | 1.00<br>600.00/hr | 600.00 |
| 12/4/2009 | ECS | A111 Other<br>CONTINUED RESEARCH ON EXEPTION FROM TSA REGISTRATION; EMAILS TO CO-COUNSEL; REVIEW OF IRS FILING IMPLICATING MAURICIO ALVARADO | 1.00<br>600.00/hr | 600.00 |
| 12/7/2009 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH CO-COUNSEL; RESEARCH ON CLASS ACTION LAW | 1.00<br>600.00/hr | 600.00 |
| 12/21/2009 | ECS | A111 Other<br>CONTINUED REVIEW AND RESEARCH OF CASE LAW | 2.00<br>600.00/hr | 1,200.00 |
| 12/28/2009 | ECS | A111 Other<br>RESEARCH AND WORK ON AMENDED CLASS COMPLAINT; OFFICE CONFERENCE WITH CO-COUNSEL | 3.00<br>600.00/hr | 1,800.00 |
| 12/30/2009 | ECS | A111 Other<br>CONTINUED RESEARCH AND WORKING ON RESPONSES TO DEFENSE ARGUMENTS | 2.00<br>600.00/hr | 1,200.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 1/1/2010 | ECS | A111 Other<br>CONTINUED RESEARCH AND WORK ON RESPONSE TO MTD REGARDING INVESTOR CLAIMS | 2.00<br>600.00/hr | 1,200.00 |
| 1/25/2010 | ECS | A111 Other<br>MEETING IN D.C. WITH SEC AND OTHERS; RETURN TRAVEL TO SAN ANTONIO | 3.00<br>600.00/hr | 1,800.00 |
| 1/26/2010 | ECS | A111 Other<br>WORKED ON LEGAL ISSUES | 2.00<br>600.00/hr | 1,200.00 |
| 3/11/2010 | ECS | A111 Other<br>TRAVEL TO HOUSTON TO INTERVIEW WITNESSES; WORKED ON MOTION TO DISMISS STRATEGY; RETURN TO SAN ANTONIO; PREPARED MEMO TO CO-COUNSEL REGARDING DIVISION OF WORK | 2.00<br>600.00/hr | 1,200.00 |
| 3/12/2010 | ECS | A111 Other<br>TRAVEL TO DALLAS; INTERVIEW WITNESSES | 3.00<br>600.00/hr | 1,800.00 |
| 3/18/2010 | ECS | A111 Other<br>TRAVEL TO HOUSTON; REVIEWED DOCUMENTS AT WAREHOUSE | 2.00<br>600.00/hr | 1,200.00 |
| 3/19/2010 | ECS | A111 Other<br>REVIEW OF DOCUMENTS AT HOUSTON WAREHOUSE | 2.00<br>600.00/hr | 1,200.00 |
| 3/23/2010 | ECS | A111 Other<br>VARIOUS TELEPHONE CONFERENCE WITH AND EMAILS WITH CO-COUNSEL; EMAIL DAVID FINN REGARDING JIM DAVIS COOPERATION IN CASES | 1.00<br>600.00/hr | 600.00 |
| 3/25/2010 | ECS | A111 Other<br>TRAVEL TO HOUSTON; REVIEW DOCUMENTS | 2.00<br>600.00/hr | 1,200.00 |
| 3/26/2010 | ECS | A111 Other<br>REVIEW DOCUMENTS AT HOUSTON WAREHOUSE | 2.00<br>600.00/hr | 1,200.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 3/29/2010 ECS | A111 Other<br>COORDINATE TRIP TO STANFORD WAREHOUSE TO VIEW DOCUMENTS | 1.00<br>600.00/hr | 600.00 |
| 3/31/2010 ECS | A111 Other<br>REVIEW OF DOCUMENTS IN HOUSTON | 2.00<br>600.00/hr | 1,200.00 |
| 4/16/2010 ECS | A111 Other<br>REVIEW OF 150 PAGE SEC INSPECTOR GENERAL REPORT; VARIOUS EMAILS WITH CLIENTS; SVC; CO-COUNSEL, ETC. | 2.00<br>600.00/hr | 1,200.00 |
| 4/18/2010 ECS | A111 Other<br>DETAILED REVIEW OF SEC IG REPORT REGARDING EFFECT ON CASES | 2.00<br>600.00/hr | 1,200.00 |
| 4/20/2010 ECS | A111 Other<br>EMAILS WITH CO-COUNSEL; EMAILS WITH DAVID FINN; OFFICE CONFERENCE WITH JESSE R. CASTILLO | 2.00<br>600.00/hr | 1,200.00 |
| 4/24/2010 ECS | A111 Other<br>DETAILED REVIEW OF DOCUMENTS FROM RECEIVER | 3.00<br>600.00/hr | 1,800.00 |
| 10/21/2010 ECS | A111 Other<br>REVIEW OF DOCUMENTS AT BAKER BOTTS AUSTIN; | 1.00<br>600.00/hr | 600.00 |
| 10/22/2010 ECS | A111 Other<br>DOCUMENT REVIEW IN AUSTIN; RETURN TRAVEL TO SAN ANTONIO; TELEPHONE CONFERENCE WITH INVESTOR COMMITTEE | 1.00<br>600.00/hr | 600.00 |
| 12/14/2010 ECS | A111 Other<br>REVIEW OF DOCUMENTS; EMAILS WITH INVESTOR COMMITTEE | 3.00<br>600.00/hr | 1,800.00 |
| 12/15/2010 ECS | A111 Other<br>REVIEW OF DOCUMENTS; EMAIL TO RECEIVER; TELEPHONE CONFERENCE WITH CO-COUNSEL | 3.00<br>600.00/hr | 1,800.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 12/16/2010 | ECS | A111 Other<br>REVIEW OF DOCUMENTS | 3.00<br>600.00/hr | 1,800.00 |
| 12/17/2010 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH COMMITTEE | 0.50<br>600.00/hr | 300.00 |
| 12/19/2010 | ECS | A111 Other<br>REVIEW OF DOCUMENTS | 3.00<br>600.00/hr | 1,800.00 |
| 12/20/2010 | ECS | A111 Other<br>TRAVEL TO HOUSTON; REVIEW DOCUMENTS AT WAREHOUSE | 3.00<br>600.00/hr | 1,800.00 |
| 12/21/2010 | ECS | A111 Other<br>TRAVEL TO HOUSTON; REVIEW DOCUMENTS AT WAREHOUSE | 2.00<br>600.00/hr | 1,200.00 |
| 12/22/2010 | ECS | A111 Other<br>TRAVEL TO HOUSTON; REVIEW DOCUMENTS AT WAREHOUSE | 3.00<br>600.00/hr | 1,800.00 |
| 12/23/2010 | ECS | A111 Other<br>REVIEW OF DOCUMENTS | 2.00<br>600.00/hr | 1,200.00 |
| 12/27/2010 | ECS | A111 Other<br>TRAVEL TO HOUSTON; REVIEW OF DOCUMENTS | 2.00<br>600.00/hr | 1,200.00 |
| 12/28/2010 | ECS | A111 Other<br>CONTINUED REVIEW OF DOCUMENTS IN HOUSTON; RETURN TRAVEL TO HOUSTON | 2.00<br>600.00/hr | 1,200.00 |
| 12/29/2010 | ECS | A111 Other<br>CONTINUED REVIEW OF DOCUMENTS IN HOUSTON | 2.00<br>600.00/hr | 1,200.00 |
| 12/30/2010 | ECS | A111 Other<br>REVIEW OF DOCUMENTS IN HOUSTON | 2.00<br>600.00/hr | 1,200.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 12/31/2010 | ECS | A111 Other<br>CONTINUED REVIEW OF DOCUMENTS | 1.00<br>600.00/hr | 600.00 |
| 1/1/2011 | ECS | A111 Other<br>REIVEW OF DOCUMENTS FROM RECEIVER | 1.00<br>600.00/hr | 600.00 |
| 2/7/2011 | ECS | A111 Other<br>RESEARCH CASE LAW FOR CAUSES OF ACTION | 2.50<br>600.00/hr | 1,500.00 |
| 2/28/2011 | ECS | A111 Other<br>MEETING WITH GUY HOHMAN AND WADE JEFFRIES REGARDING POTENTIAL CLAIMS AGAINST BDO | 3.50<br>600.00/hr | 2,100.00 |
| | ECS | A111 Other<br>REVIEW OF BDO DOCUMENTS | 4.00<br>600.00/hr | 2,400.00 |
| 3/1/2011 | ECS | A111 Other<br>REVIEW OF BDO DOCUMENTS | 4.00<br>600.00/hr | 2,400.00 |
| 3/2/2011 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH CO-COUNSEL | 1.00<br>600.00/hr | 600.00 |
| 3/3/2011 | ECS | A111 Other<br>REVIEW OF BDO DOCUMENTS | 4.00<br>600.00/hr | 2,400.00 |
| 3/10/2011 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH CO-COUNSEL; TELEPHONE CONFERENCE WITH BEN KRAGE; EMAILS WITH CO-COUNSEL AND BEN KRAGE | 1.00<br>600.00/hr | 600.00 |
| 3/11/2011 | ECS | A111 Other<br>EMAILS AND TELEPHONE CONFERENCE WITH CO-COUNSEL AND OPPOSING COUNSEL; TELEPHONE CONFERENCE WITH COMMITTEE | 1.50<br>600.00/hr | 900.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 3/21/2011 | SRC | A111 Other<br>FTI SEARCHES/PRINT E-MAILS FOR HOHMANN, TAUBE & SUMMER, L.L.P. | 6.00<br>100.00/hr | 600.00 |
| 3/22/2011 | SRC | A111 Other<br>FTI SEARCHES/PRINT E-MAILS FOR HOHMANN, TAUBE & SUMMER, L.L.P. | 3.50<br>100.00/hr | 350.00 |
| 3/30/2011 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH CO-COUNSEL | 0.50<br>600.00/hr | 300.00 |
| 3/31/2011 | ECS | A111 Other<br>EMAILS WITH COCOUNSEL | 0.25<br>600.00/hr | 150.00 |
| 4/8/2011 | ECS | A111 Other<br>REVIEW OF DOCUMENTS AT HOUSTON WAREHOUSE | 4.00<br>600.00/hr | 2,400.00 |
| 4/12/2011 | ECS | A111 Other<br>TRAVEL TO HOUSTON; REVIEW OF DOCUMENTS AT WAREHOUSE | 3.00<br>600.00/hr | 1,800.00 |
| 4/13/2011 | SRC | A111 Other<br>FTI SEARCHES/PRINT E-MAILS FOR HOHMANN, TAUBE & SUMMER, L.L.P. | 2.00<br>100.00/hr | 200.00 |
| 4/14/2011 | ECS | A111 Other<br>REVIEW OF DOCUMENTS AT WAREHOUSE; RETURN TRAVEL TO SAN ANTONIO | 4.00<br>600.00/hr | 2,400.00 |
| 4/18/2011 | SRC | A111 Other<br>FTI SEARCHES/PRINT E-MAILS FOR HOHMANN, TAUBE & SUMMER, L.L.P. | 3.00<br>100.00/hr | 300.00 |
| 4/20/2011 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH CO-COUNSEL REGARDING STATUS | 1.00<br>600.00/hr | 600.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 4/25/2011 | ECS | A111 Other<br>REVIEW AND GATHER DOCUMENTS REGARDING BDO AND ANTIGUA TASK FORCE | 2.00<br>600.00/hr | 1,200.00 |
| 4/26/2011 | ECS | A111 Other<br>LUNCH MEETING WITH GUY HOHMAN | 1.00<br>600.00/hr | 600.00 |
| 4/27/2011 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH COMMITTEE REGARDING SUBPOENA ISSUES | 1.00<br>600.00/hr | 600.00 |
| 4/28/2011 | ECS | A111 Other<br>PRELIMINARY REVIEW OF RESPONSE ON MOTION TO QUASH SUBPOENAS; RESEARCH FRAUDULENT TRANSFERS TO BDO; EMAILS WITH CO-COUNSEL | 2.00<br>600.00/hr | 1,200.00 |
| 5/3/2011 | ECS | A111 Other<br>REVIEW AND PROVIDE COMMENTS TO RESPONSE TO BDO'S MOTION TO QUASH SUBPOENA | 1.25<br>600.00/hr | 750.00 |
| 5/4/2011 | ECS | A111 Other<br>LONG TALK WITH PAM REED REGARDING SERVICE AS CLASS REPRESENTATIVE; VARIOUS TELEPHONE CONFERENCES WITH CO-COUNSEL AND EMAILS | 2.00<br>600.00/hr | 1,200.00 |
| 5/5/2011 | ECS | A111 Other<br>REVIEW OF RESPONSE TO MOTION TO QUASH SUBPOENA; VARIOUS EMAILS AND TELEPHONE CONFERENCES WITH CO-COUNSEL | 2.00<br>600.00/hr | 1,200.00 |
| 5/6/2011 | ECS | A111 Other<br>EMAILS WITH CO-COUNSEL REGARDING BRIEFING ON TSA | 1.00<br>600.00/hr | 600.00 |
| 5/11/2011 | ECS | A111 Other<br>WORKED ON PAM REED NARRATIVE; REVIEW AND COMMENT ON COMPLAINT; PREPARED PAM REED FACT INSERT; TELEPHONE CONFERENCE WITH GUY HOHMANN; EMAILS WITH CO-COUNSEL | 6.00<br>600.00/hr | 3,600.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| | | AND PAM REED | | |
| 5/17/2011 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH CO-COUNSEL AND EMAILS REGARDING COMMITTEE CLAIMS | 1.00<br>600.00/hr | 600.00 |
| 5/18/2011 | ECS | A111 Other<br>EMAILS WITH CO-COUNSEL | 0.50<br>600.00/hr | 300.00 |
| 5/20/2011 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH CO-COUNSEL; VARIOUS EMAILS; REVIEW OF NEW DRAFT OF COMPLAINT | 2.00<br>600.00/hr | 1,200.00 |
| 5/22/2011 | ECS | A111 Other<br>REVIEW OF REVISED COMPLAINT | 3.00<br>600.00/hr | 1,800.00 |
| 5/23/2011 | ECS | A111 Other<br>DRAFTED COMMENTS TO BDO COMPLAINT; VARIOUS EMAILS WITH CO-COUNSEL | 5.00<br>600.00/hr | 3,000.00 |
| 5/25/2011 | ECS | A111 Other<br>REVIEW OF FINAL DRAFT OF BDO COMPLAINT AND PROVIDE COMMENTS | 4.00<br>600.00/hr | 2,400.00 |
| 5/26/2011 | ECS | A111 Other<br>VARIOUS TELEPHONE CONFERENCE WITH AND EMAILS REGARDING COMPLAINT; REVIEW ANGIE'S REVISIONS TO COMPLAINT | 3.00<br>600.00/hr | 1,800.00 |
| 5/27/2011 | ECS | A111 Other<br>VARIOUS EMAILS AND TELEPHONE CONFERENCE WITH REGARDING PRESS RELEASE | 1.50<br>600.00/hr | 900.00 |
| 7/12/2011 | ECS | A111 Other<br>EMAILS WITH CO-COUNSEL REGARDING LITIGATION MEETING | 0.50<br>600.00/hr | 300.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 7/13/2011 | ECS | A111 Other<br>LITIGATION STRATEGY MEETING IN AUSTIN | 1.50<br>600.00/hr | 900.00 |
| 7/14/2011 | ECS | A111 Other<br>TRAVEL TO DALLAS; ATTENDED COMMITTEE MEETING IN DALLAS | 1.50<br>600.00/hr | 900.00 |
| 7/26/2011 | ECS | A111 Other<br>EMAILS WITH CO-COUNSEL; PREPARED REPORT TO CLIENTS; TELEPHONE CONFERENCE WITH COUNSEL FOR BDO; EMAILS WITH CO-COUNSEL AND OPPOSING COUNSEL | 3.00<br>600.00/hr | 1,800.00 |
| 8/12/2011 | ECS | A111 Other<br>REVIEW OF MOTION TO DISMISS; EMAIL TO CO-COUNSEL | 2.00<br>600.00/hr | 1,200.00 |
| 8/19/2011 | ECS | A111 Other<br>REVIEW OF MOTION TO DISMISS; TELEPHONE CONFERENCE WITH CO-COUNSEL; RESEARCH | 3.00<br>600.00/hr | 1,800.00 |
| 8/22/2011 | ECS | A111 Other<br>REVIEW OF MOTION TO DISMISS BY BDO INTERNATIONAL; EMAILS WITH CO-COUNSEL | 2.00<br>600.00/hr | 1,200.00 |
| 8/24/2011 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH CO-COUNSEL | 1.00<br>600.00/hr | 600.00 |
| 8/29/2011 | ECS | A111 Other<br>RESEARCH ON DAMAGES UNDER TEXAS SECURITIES ACT VS. RESCISSION | 3.00<br>600.00/hr | 1,800.00 |
| 8/30/2011 | ECS | A111 Other<br>REVIEW AND REVISE AMENDED COMPLAINT | 3.00<br>600.00/hr | 1,800.00 |
| 8/31/2011 | ECS | A111 Other<br>VARIOUS EMAILS WITH CO-COUNSEL REGARDING BRIEFING ISSUES | 1.00<br>600.00/hr | 600.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 9/1/2011 | ECS | A111 Other<br>REVIEW OF ORDER ON SLUSA; VARIOUS EMAILS AND TELEPHONE CONFERENCES WITH CO-COUNSEL; RESEARCH LAW | 1.50<br>600.00/hr | 900.00 |
| 9/2/2011 | ECS | A111 Other<br>PREPARED REPORT TO CLIENTS; VARIOUS EMAILS AND TELEPHONE CONFERENCES REGARDING SLUSA | 1.00<br>600.00/hr | 600.00 |
| 9/7/2011 | ECS | A111 Other<br>RESEARCH SLUSA LAW; EMAILS WITH ANTIGUAN LIQUIDATORS REGARDING VARIOUS ISSUES; CORRESPOND WITH CO-COUNSEL AND WITH CLIENTS | 1.00<br>600.00/hr | 600.00 |
| 9/8/2011 | ECS | A111 Other<br>TRAVEL TO AUSTIN; ATTEND STRATEGY MEETING REGARDING SLUSA; RETURN TRAVEL TO SAN ANTONIO | 2.00<br>600.00/hr | 1,200.00 |
| 9/9/2011 | ECS | A111 Other<br>VARIOUS EMAILS AND TELEPHONE CONFERENCE WITH CO-COUNSEL AND RESEARCH ON SLUSA | 1.00<br>600.00/hr | 600.00 |
| 9/12/2011 | ECS | A111 Other<br>RESEARCH CLASS TOLLING ISSUES; EMAILS WITH CO-COUNSEL | 1.00<br>600.00/hr | 600.00 |
| 9/13/2011 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH OPPOSING COUNSEL; RESEARCH TOLLING OF INDIVIDUAL CLAIMS DURING CLASS ACTION; EMAILS WITH CO-COUNSEL; EMAIL TO OPPOSING COUNSEL | 1.00<br>600.00/hr | 600.00 |
| 9/14/2011 | ECS | A111 Other<br>LONG TELEPHONE CONFERENCE WITH SEC; TELEPHONE CONFERENCE WITH GUY HOHMANN; EMAILS WITH R. JANVEY | 1.50<br>600.00/hr | 900.00 |
| 9/15/2011 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH GUY HOHMANN REGARDING STAY OF CASE; RESEARCH CASE LAW | 2.00<br>600.00/hr | 1,200.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 9/20/2011 | ECS | A111 Other<br>TRAVEL TO DALLAS AND MEET WITH RECEIVER AND JOIN LIQUIDATORS | 2.00<br>600.00/hr | 1,200.00 |
| 9/22/2011 | ECS | A111 Other<br>TELECONFERENCE WITH CO-COUNSEL | 1.00<br>600.00/hr | 600.00 |
| 10/4/2011 | ECS | A111 Other<br>HELD MASS MEETINGS IN MEXICO CITY WITH CLIENTS TO EXPLAIN SLUSA & STATUS OF CASES | 2.00<br>600.00/hr | 1,200.00 |
| 10/5/2011 | ECS | A111 Other<br>TRAVELED FROM MEXICO CITY TO MONTERREY; MASS MEETING WITH CLIENTS IN MONTERREY TO EXPLAIN SLUSA AND CASE STATUS; RETURN TRAVEL TO SAN ANTONIO | 2.00<br>600.00/hr | 1,200.00 |
| 10/6/2011 | ECS | A111 Other<br>RESEARCH ON ASSIGNMENT OF CD RIGHTS; VARIOUS EMAILS WITH CO-COUNSEL | 1.50<br>600.00/hr | 900.00 |
| 10/7/2011 | ECS | A111 Other<br>LONG TELEPHONE CONFERENCE WITH GUY HOHMANN; VARIOUS EMAILS; RESEARCH | 1.50<br>600.00/hr | 900.00 |
| 10/11/2011 | ECS | A111 Other<br>RESEARCH ON SLUSA STAY; OFFICE CONFERENCE WITH JESSE R. CASTILLO; REVIEW OF LETTER TO CLIENTS; VARIOUS EMAILS WITH CO-COUNSEL; TELEPHONE CONFERENCE WITH COMMITTEE | 1.00<br>600.00/hr | 600.00 |
| 10/12/2011 | ECS | A111 Other<br>RESEARCH SLUSA ISSUES; TELEPHONE CONFERENCE WITH CO-COUNSEL | 1.00<br>600.00/hr | 600.00 |
| 10/13/2011 | ECS | A111 Other<br>TRAVEL TO DALLAS; ATTEND MDL HEARING; FOLLOW-UP MEETINGS IN DALLAS WITH I.C. AND CO-COUNSEL | 2.00<br>600.00/hr | 1,200.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 10/24/2011 | ECS | A111 Other<br>REVIEW OF ROLAND SLUSA BRIEF; TELEPHONE CONFERENCE WITH CO-COUNSEL; REVIEW OF PHIL PREISS' 5TH CIRCUIT BRIEF | 1.00<br>600.00/hr | 600.00 |
| 10/26/2011 | ECS | A111 Other<br>REVIEW DRAFT BRIEF; VARIOUS EMAILS WITH COUNSEL FOR ROLAND PLAINTIFFS | 1.00<br>600.00/hr | 600.00 |
| 10/29/2011 | ECS | A111 Other<br>WORKED ON APPELLATE ISSUE | 1.00<br>600.00/hr | 600.00 |
| 10/31/2011 | ECS | A111 Other<br>REVIEW OF ROLAND APPELLATE BRIEF AND PROVIDE COMMENTS | 2.00<br>600.00/hr | 1,200.00 |
| 11/2/2011 | ECS | A111 Other<br>WORKED ON CONGRESS AMICUS BRIEF | 2.00<br>600.00/hr | 1,200.00 |
| 11/8/2011 | ECS | A111 Other<br>WORKED ON SLUSA APPEAL | 2.00<br>600.00/hr | 1,200.00 |
| 11/9/2011 | ECS | A111 Other<br>WORKED ON APPEAL | 1.00<br>600.00/hr | 600.00 |
| 11/11/2011 | ECS | A111 Other<br>COMMITTE CALL WORKED ON SLUSA ISSUES | 1.00<br>600.00/hr | 600.00 |
| 11/14/2011 | ECS | A111 Other<br>WORKED ON APPEAL ISSUES REGARDING SLUSA | 1.00<br>600.00/hr | 600.00 |
| 11/17/2011 | ECS | A111 Other<br>WORKED ON APPELLATE BRIEF | 2.00<br>600.00/hr | 1,200.00 |
| 11/18/2011 | ECS | A111 Other<br>WORKED ON APPEAL | 2.50<br>600.00/hr | 1,500.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 11/19/2011 | ECS | A111 Other<br>WORKED ON APPEAL | 2.00<br>600.00/hr | 1,200.00 |
| 11/29/2011 | ECS | A111 Other<br>WORKED ON COMMITTE AMICUS BRIEF; VARIOUS EMAILS AND TELEPHONE CONFERENCES WITH CLIENTS | 2.00<br>600.00/hr | 1,200.00 |
| 11/30/2011 | ECS | A111 Other<br>FINALIZED AND FILED CONGRESSIONAL AMICUS BRIEF | 2.00<br>600.00/hr | 1,200.00 |
| 12/7/2011 | ECS | A111 Other<br>EMAILS WITH GUY HOHMANN; TELEPHONE CONFERENCE WITH GUY; TELEPHONE CONFERENCE WITH SEC | 1.00<br>600.00/hr | 600.00 |
| 12/8/2011 | ECS | A111 Other<br>COORDINATED MEETING WITH SEC | 0.50<br>600.00/hr | 300.00 |
| 12/9/2011 | ECS | A111 Other<br>TELEPHONE CONFERENCE WITH GUY HOHMANN | 0.50<br>600.00/hr | 300.00 |
| 12/12/2011 | ECS | A111 Other<br>TRAVEL TO DALLAS; MEETING WITH RECEIVER; MEETING OF INVESTORS COMMITTEE | 2.00<br>600.00/hr | 1,200.00 |
| 12/16/2011 | ECS | A111 Other<br>TRAVEL TO AUSTIN; ATTENDED MEETING WITH GUY HOHMANN REGARDING STRATEGY FOR BDO CASE | 6.00<br>600.00/hr | 3,600.00 |
| 1/5/2012 | ECS | A111 Other<br>TELEPHONE CONFERENCEs WITH CO-COUNSEL; VARIOUS EMAILS; WORK ON APPEAL | 2.00<br>600.00/hr | 1,200.00 |
| 1/6/2012 | ECS | A111 Other<br>WORKED ON APPEAL | 2.00<br>600.00/hr | 1,200.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 1/8/2012 ECS | A111 Other<br>WORKED ON APPEAL | 1.00<br>600.00/hr | 600.00 |
| 1/9/2012 ECS | A111 Other<br>WORKED ON APPEAL | 1.00<br>600.00/hr | 600.00 |
| 1/31/2012 ECS | A111 Other<br>TELECONFERENCE WITH COMMITTEE; FOLLOWED CRIMINAL TRIAL | 1.00<br>600.00/hr | 600.00 |
| 2/6/2012 ECS | A111 Other<br>TRAVEL TO NEW ORLEANS; MEET WITH TEAM REGARDING PREPARE FOR ORAL ARGUMENT | 1.00<br>600.00/hr | 600.00 |
| 2/7/2012 ECS | A111 Other<br>ATTENDED 5TH CIRCUIT ORAL ARGUMENT; RETURN TRAVEL TO SAN ANTONIO | 1.00<br>600.00/hr | 600.00 |
| 2/8/2012 ECS | A111 Other<br>FOLLOW STANFORD-CRIMINAL TRIAL | 1.00<br>600.00/hr | 600.00 |
| 2/9/2012 ECS | A111 Other<br>FOLLOWED STANFORD CRIMINAL TRIAL | 1.00<br>600.00/hr | 600.00 |
| 2/13/2012 ECS | A111 Other<br>FOLLOWED STANFORD CRIMINAL TRIAL | 1.00<br>600.00/hr | 600.00 |
| 2/14/2012 ECS | A111 Other<br>MONITORED STANFORD TRIAL | 1.00<br>600.00/hr | 600.00 |
| 2/15/2012 ECS | A111 Other<br>FOLLOWED STANFORD CRIMINAL TRIAL | 1.00<br>600.00/hr | 600.00 |
| 2/16/2012 ECS | A111 Other<br>FOLLOWED CRIMINAL TRIAL | 1.00<br>600.00/hr | 600.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 2/17/2012 ECS | A111 Other<br>PREPARED ASSIGNMENT; EMAILS WITH CO-COUNSEL; FOLLOWED CRIMINAL TRIAL | 1.00<br>600.00/hr | 600.00 |
| 2/21/2012 ECS | A111 Other<br>FOLLOW STANFORD TRIAL | 1.00<br>600.00/hr | 600.00 |
| 2/23/2012 ECS | A111 Other<br>FOLLOW ALLEN STANFORD CRIMINAL TRIAL | 1.00<br>600.00/hr | 600.00 |
| 2/27/2012 ECS | A111 Other<br>FOLLOWED STANFORD CIRIMINAL TRIAL | 1.00<br>600.00/hr | 600.00 |
| 3/19/2012 ECS | A111 Other<br>REVIEW OF 5TH CIRCUIT OPINION; VARIOUS EMAILS AND TELECONFERENCES ALL DAY | 1.00<br>600.00/hr | 600.00 |
| 3/20/2012 ECS | A111 Other<br>TELECONFERENCE WITH CO-COUNSEL AND OPPOSING COUNSEL | 0.50<br>600.00/hr | 300.00 |
| 3/21/2012 ECS | A111 Other<br>VARIOUS TELECONFERENCES WITH CO-COUNSEL AND EMAILS | 1.00<br>600.00/hr | 600.00 |
| 3/22/2012 ECS | A111 Other<br>REVIEW OF WITNESS STATEMENTS | 1.00<br>600.00/hr | 600.00 |
| 3/27/2012 ECS | A111 Other<br>TRAVEL TO AUSTIN; ATTENDED ALL DAY STRATEGY MEETINGS WITH CO-COUNSEL; RETURN TRAVEL TO SAN ANTONIO | 2.00<br>600.00/hr | 1,200.00 |
| 3/30/2012 ECS | A111 Other<br>EMAILS WITH CO-COUNSEL | 0.50<br>600.00/hr | 300.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 4/9/2012 ECS | A111 Other<br>TELECONFERENCE WITH LINDA BROOKS; TELECONFERENCE WITH GUY HOHMANN | 0.75<br>600.00/hr | 450.00 |
| 4/10/2012 ECS | A111 Other<br>REVIEW BDO REVISED COMPLAINT; VARIOUS EMAILS WITH CO-COUNSEL REGARDING DAMAGE MODEL | 2.50<br>600.00/hr | 1,500.00 |
| 4/11/2012 ECS | A111 Other<br>TELECONFERENCE WITH CO-COUNSEL; REVIEW JIM DAVIS TRIAL TESTIMONY | 1.00<br>600.00/hr | 600.00 |
| 4/25/2012 ECS | A111 Other<br>TRAVEL TO DALLAS; ATTENDED HEARING AND ATTENDED COMMITTEE MEETING WITH RECEIVER; RETURN TRAVEL TO SAN ANTONIO | 2.00<br>600.00/hr | 1,200.00 |
| 4/27/2012 ECS | A111 Other<br>TELECONFERENCE WITH CO-COUNSEL REGARDING DAMAGES AND CLASS ISSUES FOR CASES | 1.00<br>600.00/hr | 600.00 |
| 5/2/2012 ECS | A111 Other<br>VARIOUS EMAILS AND TELECONFERENCES | 0.50<br>600.00/hr | 300.00 |
| 5/4/2012 ECS | A111 Other<br>TELECONFERENCE WITH LINDA BROOKS - LENA STINSON'S LAWYER; TELECONFERENCE WITH CO-COUNSEL | 0.50<br>600.00/hr | 300.00 |
| 5/8/2012 ECS | A111 Other<br>WORKED ON CLIENT REPORT | 0.50<br>600.00/hr | 300.00 |
| 5/25/2012 ECS | A111 Other<br>VARIOUS TELECONFERENCES WITH AND EMAILS WITH COMMITTEE; OPPOSING COUNSEL AND CO-COUNSEL | 1.50<br>600.00/hr | 900.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 6/6/2012 ECS | A111 Other<br>MEETING WITH CO-COUNSEL REGARDING STATUS | 0.50<br>600.00/hr | 300.00 |
| 6/7/2012 ECS | A111 Other<br>TRAVELED TO DALLAS; ATTENDED MEETING BETWEEN COMMITTEE AND RECEIVER | 2.00<br>600.00/hr | 1,200.00 |
| 10/11/2012 ECS | A111 Other<br>PREPARE FOR MEETING WITH SEC REGARDING SLUSA; REVIEW SLUSA CASES | 1.00<br>600.00/hr | 600.00 |
| 10/12/2012 ECS | A111 Other<br>PREPARE FOR AND ATTEND (BY TELEPHONE) MEETING WITH SEC REGARDING SLUSA | 0.50<br>600.00/hr | 300.00 |
| 10/19/2012 ECS | A111 Other<br>TRAVEL TO DALLAS; ATTEND MEETING WITH RECEIVER; ATTEND STATUS CONFERENCE IN COURT | 2.00<br>600.00/hr | 1,200.00 |
| 10/31/2012 ECS | A111 Other<br>LONG TELECONFERENCE WITH CLASS REPRESENTATIVES | 0.75<br>600.00/hr | 450.00 |
| 11/1/2012 ECS | A111 Other<br>EMAILS WITH CO-COUNSEL | 0.25<br>600.00/hr | 150.00 |
| 11/2/2012 ECS | A111 Other<br>LONG TELECONFERENCE WITH CO-COUNSEL REGARDING STATUS | 0.50<br>600.00/hr | 300.00 |
| 11/8/2012 ECS | A111 Other<br>TELECONFERENCE WITH COMMITTEE REGARDING REPRESENTATIVE PAM REED; TELECONFERENCE WITH CO-COUNSEL; EMAILS WITH OPPOSING COUNSEL | 0.50<br>600.00/hr | 300.00 |
| 1/9/2013 ECS | A111 Other<br>EMAILS WITH CO-COUNSEL REGARDING NEW DOCUMENTS FOUND; FORWARD DOCUMENTS | 0.50<br>600.00/hr | 300.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 1/22/2013 | ECS | A111 Other<br>VARIOUS EMAILS AND TELECONFERENCE WITH CO-COUNSEL AND COMMITTEE REGARDING US SUPREME COURT RULING | 1.00<br>600.00/hr | 600.00 |
| 1/23/2013 | ECS | A111 Other<br>TELECONFERENCE WITH CO-COUNSEL REGARDING STATUS OF JANVEY CASE VS. BDO | 1.00<br>600.00/hr | 600.00 |
| 2/4/2013 | ECS | A111 Other<br>TRAVEL TO DALLAS MEETING WITH SUPREME COURT COUNSEL | 1.00<br>600.00/hr | 600.00 |
| 2/5/2013 | ECS | A111 Other<br>TELECONFERENCE WITH AMICUS; TELECONFERENCE WITH APPELLATE CO-COUNSEL; VARIOUS EMAILS | 0.50<br>600.00/hr | 300.00 |
| 2/14/2013 | ECS | A111 Other<br>EMAILS WITH CO-COUNSEL REGARDING BDO | 1.00<br>600.00/hr | 600.00 |
| 3/5/2013 | ECS | A111 Other<br>EMAILS WITH SCOTUS COUNSEL; MEETING WITH AMICUS; WORKED ON COMMENTS TO BRIEF OUTLINE | 1.00<br>600.00/hr | 600.00 |
| 3/7/2013 | ECS | A111 Other<br>TELECONFERENCE WITH NASAA COUNSEL; EMAILS WITH CO-COUNSEL; PREPARE FOR INTERVIEW OF JIM DAVIS | 0.50<br>600.00/hr | 300.00 |
| 3/27/2013 | ECS | A111 Other<br>EMAILS REGARDING AUDIT OF ECUADOR BANK | 0.50<br>600.00/hr | 300.00 |
| 5/22/2013 | ECS | A111 Other<br>TELECONFERENCE WITH COMMITTEE REGARDING STATUS | 0.75<br>600.00/hr | 450.00 |
| 5/24/2013 | JRC | A111 Other<br>REVIEW MEDIATION MATERIAL; REVIEW WAAS ARTICLE; REVIEW PRELIMINARY REPORT; OFFICE CONFERENCE WITH MR. SNYDER REFERENCE MEDIATION. | 2.00<br>600.00/hr | 1,200.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 6/3/2013 ECS | A111 Other<br>TELECONFERENCE WITH COMMITTEE REGARDING STATUS; TELECONFERENCE WITH RALPH JANVEY; TELECONFERENCE WITH CLIENT; EMAILS WITH OPPOSING COUNSEL REGARDING SETTLEMENT | 1.00<br>600.00/hr | 600.00 |
| 6/25/2013 ECS | A111 Other<br>TELECONFERENCE WITH JOHN LITTLE; TELECONFERENCE WITH PAM REED; TELECONFERENCE WITH GUY HOHMANN | 1.00<br>600.00/hr | 600.00 |
| 6/26/2013 ECS | A111 Other<br>VARIOUS EMAILS REGARDING BDO STATUS | 0.50<br>600.00/hr | 300.00 |
| 6/28/2013 ECS | A111 Other<br>TELECONFERENCE WITH OPPOSING COUNSEL AND CO-COUNSEL REGARDING MEDIATION | 0.50<br>600.00/hr | 300.00 |
| 7/1/2013 ECS | A111 Other<br>TRAVEL TO AUSTIN, ATTEND JOINT MEETING OF COMMITTEE AND RECEIVER | 2.50<br>600.00/hr | 1,500.00 |
| 7/2/2013 ECS | A111 Other<br>TELECONFERENCE WITH SCOTUS TEAM AND JOHN LITTLE; PRELIMINARY REVIEW OF DRAFT BRIEF | 0.50<br>600.00/hr | 300.00 |
| 7/3/2013 ECS | A111 Other<br>REVIEW OF NEW DRAFT OF MERITS BRIEF; EMAIL NEW COMMENTS TO JOHN LITTLE | 1.00<br>600.00/hr | 600.00 |
| 7/5/2013 ECS | A111 Other<br>PROVIDE COMMENTS ON SCOTUS BRIEF | 1.00<br>600.00/hr | 600.00 |
| 7/8/2013 ECS | A111 Other<br>REVIEW OF MICHAEL JUNG'S COMMENTS TO BRIEF; REVIEW RECEIVER/EXAMINER'S AMICUS BRIEF; TELECONFERENCE WITH JOHN LITTLE; EMAILS WITH CO-COUNSEL | 1.00<br>600.00/hr | 600.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 7/11/2013 ECS | A111 Other<br>TELECONFERENCE WITH DOUG BUNCHER; EMAILS WITH J. LITTLE; WORKED ON SLUSA BRIEF IN US SUP. CT. | 1.75<br>600.00/hr | 1,050.00 |
| 7/24/2013 ECS | A111 Other<br>REVIEW AMICUS BRIEFS | 1.00<br>600.00/hr | 600.00 |
| 7/25/2013 ECS | A111 Other<br>REVIEW OF AMICUS BRIEFS | 1.00<br>600.00/hr | 600.00 |
| 8/5/2013 ECS | A111 Other<br>REVIEW SEC DECISIONS AGAINST BOGAR; GREEN AND YOUNG | 1.00<br>600.00/hr | 600.00 |
| 8/22/2013 ECS | A111 Other<br>TELECONFERENCE WITH COMMITTEE | 0.50<br>600.00/hr | 300.00 |
| 8/29/2013 ECS | A111 Other<br>RESEARCH CLASS ISSUES FOR INTERNATIONAL PARTIES | 1.00<br>600.00/hr | 600.00 |
| 9/10/2013 ECS | A111 Other<br>TELECONFERENCE WITH GUY HOHMANN; VARIOUS EMAILS; EMAILS WITH NEW COUNSEL; EMAILS WITH CHRIS AHART | 1.50<br>600.00/hr | 900.00 |
| 9/11/2013 ECS | A111 Other<br>TELECONFERENCE WITH CHRIS AHART; TELECONFERENCE WITH LESTER SPROUSE; TELECONFERENCE WITH JOHN LITTLE | 2.00<br>600.00/hr | 1,200.00 |
| 9/12/2013 ECS | A111 Other<br>EMAIL TO CLASS REPRESENTATIVES | 0.50<br>600.00/hr | 300.00 |
| 9/18/2013 ECS | A111 Other<br>VARIOUS EMAILS WITH CO-COUNSEL; HOHMANN; ANO NEW COUNSEL | 0.75<br>600.00/hr | 450.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 9/20/2013 | ECS | A111 Other<br>TELECONFERENCE WITH STEVE SORENSON AND CO-COUNSEL | 0.50<br>600.00/hr | 300.00 |
| 9/30/2013 | ECS | A111 Other<br>TELECONFERENCE WITH STEVE THOMAS AND STEVE SORENSON | 0.50<br>600.00/hr | 300.00 |
| 10/6/2013 | ECS | A111 Other<br>TRAVELED TO D.C. FOR U.S. SUPREME COURT ARGUMENT; MEET WITH CO-COUNSEL | 1.00<br>600.00/hr | 600.00 |
| 10/7/2013 | ECS | A111 Other<br>ATTENDED SUPREME COURT ARGUMENT; RETURN TRAVEL TO SAN ANTONIO | 2.00<br>600.00/hr | 1,200.00 |
| 10/14/2013 | ECS | A111 Other<br>TRAVEL TO DALLAS; ATTENDED MEETING WITH RECEIVER AND COMMITTEE AND INTERVIEWED POTENTIAL NEW LEAD COUNSEL | 3.00<br>600.00/hr | 1,800.00 |
| | ECS | A111 Other<br>TELECONFERENCE WITH DOUG BUNCHER; FORWARD VARIOUS MATERIALS REGARDING BDO | 1.00<br>600.00/hr | 600.00 |
| 10/29/2013 | ECS | A111 Other<br>VARIOUS EMAILS REGARDING STAY; TELECONFERENCE WITH JIM NELSON | 0.75<br>600.00/hr | 450.00 |
| 10/30/2013 | ECS | A111 Other<br>EMAILS WITH CO-COUNSEL | 0.25<br>600.00/hr | 150.00 |
| 11/1/2013 | ECS | A111 Other<br>EMAILS WITH DOUG BUNCHER | 0.25<br>600.00/hr | 150.00 |
| 11/8/2013 | ECS | A111 Other<br>TELECONFERENCE WITH CO-COUNSEL REGARDING STATUS | 1.00<br>600.00/hr | 600.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 11/11/2013 ECS | A111 Other<br>VARIOUS EMAILS; TELECONFERENCE WITH CO-COUNSEL; FOLLOW UP EMAILS WITH BUNCHER | 1.00<br>600.00/hr | 600.00 |
| 11/12/2013 ECS | A111 Other<br>VARIOUS EMAILS WITH CO-COUNSEL | 0.50<br>600.00/hr | 300.00 |
| 11/14/2013 ECS | A111 Other<br>EMAILS WITH CO-COUNSEL | 0.50<br>600.00/hr | 300.00 |
| 2/26/2014 ECS | A111 Other<br>REVIEW OF S. COURT DECISION ON SLUSA; VARIOUS EMAILS AND TELECONFERENCES | 1.00<br>600.00/hr | 600.00 |
| 3/8/2014 ECS | A111 Other<br>EMAILS WITH CO-COUNSEL AND VICTOR HERNANDEZ | 0.50<br>600.00/hr | 300.00 |
| 3/19/2014 ECS | A111 Other<br>TELECONFERENCE WITH CLASS REPRESENTATIVE TO UPDATE ON STATUS OF CASE | 0.75<br>600.00/hr | 450.00 |
| 3/27/2014 ECS | A111 Other<br>EMAILS REGARDING AUDIT OF ECUADOR BANK | 0.50<br>600.00/hr | 300.00 |
| 3/31/2014 ECS | A111 Other<br>RESEARCH ON CLASS ACTION LAW REGARDING GLOBAL SETTLEMENTS | 2.00<br>600.00/hr | 1,200.00 |
| 4/1/2014 ECS | A111 Other<br>RESEARCH CLASS ACTION CERTIFICATION CASE LAW | 2.00<br>600.00/hr | 1,200.00 |
| 4/2/2014 ECS | A111 Other<br>RESEARCH CLASS CERTIFICATION CASE LAW | 2.00<br>600.00/hr | 1,200.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 4/4/2014 | ECS | A111 Other<br>TELECONFERENCE WITH BDO COUNSEL; EMAILS WITH CO-COUNSEL; REVIEWS DOCKET SHEET | 1.00<br>600.00/hr | 600.00 |
| 4/8/2014 | ECS | A111 Other<br>CLASS CERTIFICATION RESEARCH | 1.00<br>600.00/hr | 600.00 |
| 4/9/2014 | ECS | A111 Other<br>VARIOUS EMAILS | 0.50<br>600.00/hr | 300.00 |
| 7/11/2014 | ECS | A111 Other<br>REVIEW BDO'S MOTION TO DISMISS | 3.00<br>600.00/hr | 1,800.00 |
| 7/21/2014 | ECS | A111 Other<br>VARIOUS EMAILS REGARDING MEDIATION AND MOTION TO DISMISS | 0.75<br>600.00/hr | 450.00 |
| 8/11/2014 | ECS | A111 Other<br>ATTENDED TELECONFERENCE WITH TEAM REGARDING SETTLEMENT DEMAND | 1.00<br>600.00/hr | 600.00 |
| 8/13/2014 | JRC | A111 Other<br>REVIEW EMAIL REFERENCE MEDIATION; REVIEW PLAINTIFF'S MEDIATION STATEMENT FOR MR. BUNCHER; REVIEW BDO USA LLP'S MEDIATION STATEMENT AND SUPPORTING MATERIALS AND AUTHORITY. | 2.00<br>600.00/hr | 1,200.00 |
| 8/18/2014 | ECS | A111 Other<br>REVIEW OF MEDIATION STATEMENTS OF NY TIMES ARTICLE REGARDING E & YI REPLY | 2.00<br>600.00/hr | 1,200.00 |
| 8/20/2014 | ECS | A111 Other<br>VARIOUS EMAILS REGARDING MEDIATION | 0.50<br>600.00/hr | 300.00 |
| | JRC | A111 Other<br>PREPARE FOR HEARING; REVIEW BDO USA LLP'S MEDIATION STATEMENT; REVIEW DOCUMENTS. | 1.50<br>600.00/hr | 900.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 8/21/2014 | ECS | A111 Other<br>EMAILS REGARDING MEDIATION; TELECONFERENCES WITH CLASS REPRESENTATIVES REGARDING SETTLMENT AUTHORITY | 1.00<br>600.00/hr | 600.00 |
| 8/25/2014 | ECS | A111 Other<br>VARIOUS EMAILS WITH CO-COUSEL REGARDING MEDIATION; REVIEW TERM SHEET | 1.00<br>600.00/hr | 600.00 |
| 8/26/2014 | ECS | A111 Other<br>VARIOUS EMAILS REGARDING CLASS SETTLEMENT MECHANISIMS; REVIEW LETTER FROM MEDIATIOR | 1.00<br>600.00/hr | 600.00 |
| 8/27/2014 | ECS | A111 Other<br>PREPARE FOR TRAVEL TO NYC; TRAVEL TO NYC; DINNER WITH TEAM | 9.50<br>600.00/hr | 5,700.00 |
| 8/28/2014 | ECS | A111 Other<br>BDO MEDIATION | 10.00<br>600.00/hr | 6,000.00 |
| 8/29/2014 | ECS | A111 Other<br>RETURN TRAVEL TO SAN ANTONIO | 9.50<br>600.00/hr | 5,700.00 |
| 9/5/2014 | ECS | A111 Other<br>TELECONFERENCE WITH GROUP REGARDING SETTLEMENT APPROVAL | 0.75<br>600.00/hr | 450.00 |
| 11/3/2014 | ECS | A111 Other<br>TELECONFERENCE WITH CO-COUNSEL | 0.50<br>600.00/hr | 300.00 |
| 11/8/2014 | ECS | A111 Other<br>TELECONFERENCE WITH CO-COUNSEL REGARDING STATUS | 1.00<br>600.00/hr | 600.00 |
| 11/11/2014 | ECS | A111 Other<br>VARIOUS EMAILS; TELECONFERENCE WITH CO-COUNSEL; FOLLOW UP EMAILS WITH BUNCHER | 1.00<br>600.00/hr | 600.00 |

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 11/12/2014 | ECS | A111 Other<br>EMAILS WITH CO-COUNSEL | 0.50<br>600.00/hr | 300.00 |
| 11/13/2014 | ECS | A111 Other<br>WORKED ON DECLARATION | 3.00<br>600.00/hr | 1,800.00 |
| 11/17/2014 | ECS | A111 Other<br>TELECONFERENCE WITH JIM NELSON; WORKED ON ATTORNEY DECLARATION | 1.00<br>600.00/hr | 600.00 |
| 11/18/2014 | ECS | A111 Other<br>REVISED ATTORNEY DECLARATION; REVIEW AND SIGN LETTER TO COURT REGARDING EXTENSION | 1.00<br>600.00/hr | 600.00 |
| 11/19/2014 | JRC | A111 Other<br>REVIEW SETTLEMENT PLEADING REFERENCE STATUS. | 1.00<br>600.00/hr | 600.00 |
| 11/25/2014 | ECS | A111 Other<br>EMAILS WITH CO-COUNSEL; WORKED ON REPORT TO CLIENTS; EMAILS REGARDING GUY HOHMANN | 1.00<br>600.00/hr | 600.00 |
| 11/26/2014 | ECS | A111 Other<br>WORKED ON STATUS REPORT TO CLIENTS | 1.00<br>600.00/hr | 600.00 |
| 12/1/2014 | ECS | A111 Other<br>OFFICE CONFERENCE WITH JESSE R CASTILLO REGARDING HOHMANN; WORKED ON REPORT TO CLIENTS | 1.50<br>600.00/hr | 900.00 |
| 12/2/2014 | ECS | A111 Other<br>REPORT TO CLIENTS | 0.50<br>600.00/hr | 300.00 |
| 12/3/2014 | ECS | A111 Other<br>VARIOUS EMAILS WITH GUY HOHMANN AND CLIENTS AND CO-COUNSEL | 0.75<br>600.00/hr | 450.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 12/5/2014 ECS | A111 Other<br>REVIEW CONFIDENTIALITY AGREEMENT; EMAIL WITH CO-COUNSEL | 0.50<br>600.00/hr | 300.00 |
| 12/9/2014 ECS | A111 Other<br>ATTEND OSIC MEETING WITH RECEIVER; REVISE CONFIDENTIAL AGREEMENT FOR HOHMANN | 2.00<br>600.00/hr | 1,200.00 |
| 12/11/2014 ECS | A111 Other<br>TELECONFERENCE WITH GUY HOHMANN AND DOUG BUNCHER | 0.50<br>600.00/hr | 300.00 |
| 12/29/2014 ECS | A111 Other<br>REVIEW LETTER; TELECONFERENCE WITH NICK FOLEY | 0.25<br>600.00/hr | 150.00 |
| 1/5/2015 ECS | A111 Other<br>TELECONFERENCE WITH CO-COUNSEL AND CLIENT | 0.25<br>600.00/hr | 150.00 |
| 1/20/2015 ECS | A111 Other<br>REVIEW OF ARBITRATION DEMAND BY HOHMANN; VARIOUS EMAILS | 0.50<br>600.00/hr | 300.00 |
| 1/21/2015 ECS | A111 Other<br>TELECONFERENCE WITH J. LITTLE AND D. BUNCHER REGARDING STATUS | 0.50<br>600.00/hr | 300.00 |
| 1/28/2015 ECS | A111 Other<br>TELECONFERENCE WITH CO-COUNSEL AND JOHN LITTLE REGARDING SETTLEMENT | 1.50<br>600.00/hr | 900.00 |
| 1/30/2015 ECS | A111 Other<br>REVIEW OF DRAFT SETTLEMENT DOCUMENTS | 2.00<br>600.00/hr | 1,200.00 |
| 2/11/2015 ECS | A111 Other<br>LONG TELECONFERENCE WITH BUNCHER AND LITTLE | 1.00<br>600.00/hr | 600.00 |
| 2/13/2015 ECS | A111 Other<br>REVIEW OF MEMO FROM DOUG BUNCHER | 0.50<br>600.00/hr | 300.00 |

| | | Hrs/Rate | Amount |
|---|---|---|---|
| 2/17/2015 ECS | A111 Other<br>TELECONFERENCE WITH GUY HOHMANN | 0.25<br>600.00/hr | 150.00 |
| 2/25/2015 ECS | A111 Other<br>REVIEW AND RESPOND TO VARIOUS EMAILS REGARDING SETTLEMENT ISSUES | 1.00<br>600.00/hr | 600.00 |
| 2/26/2015 ECS | A111 Other<br>TELECONFERENCE WITH DOUG BUNCHER AND PETER; TELECONEERENCE WITH DOUG BUNCHER AND JIM NELSON REGARDING SETTLEMENT | 1.00<br>600.00/hr | 600.00 |
| 4/13/2015 ECS | A111 Other<br>WORKED ON SETTLEMENT APPROVAL DECLARATION | 1.00<br>600.00/hr | 600.00 |
| 4/17/2015 ECS | A111 Other<br>LONG TELECONFERENCE WITH CASSIE WILKINSON REGARDING STATUS OF SETTLEMENT | 0.75<br>600.00/hr | 450.00 |
| | **For professional services rendered** | **460.50** | **$269,050.00** |
| | Balance due | | $269,050.00 |

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF TEXAS**
**DALLAS DIVISION**

| | | |
|---|---|---|
| SECURITIES AND EXCHANGE COMMISSION, | § | |
| | § | |
| Plaintiff, | § | |
| | § | |
| v. | § | Case No. 3:09-cv-0298-N |
| | § | |
| STANFORD INTERNATIONAL BANK, LTD., *et al.*, | § | |
| | § | |
| Defendants. | § | |

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**DECLARATION OF EDWARD F. VALDESPINO IN SUPPORT OF RECEIVER, OSIC AND INVESTOR PLAINTIFFS' EXPEDITED REQUEST FOR ENTRY OF SCHEDULING ORDER AND MOTION TO APPROVE PROPOSED SETTLEMENT WITH BDO USA, LLP, TO APPROVE THE PROPOSED NOTICE OF SETTLEMENT WITH BDO USA, LLP, TO ENTER THE BAR ORDER, TO ENTER THE FINAL JUDGMENT AND BAR ORDER, AND FOR PLAINTIFFS' ATTORNEYS' FEES**

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Pursuant to 28 U.S.C. § 1746, I, Edward F. Valdespino, hereby declare under penalty of perjury that I have personal knowledge of the following facts:

**BACKGROUND**

1. I submit this Declaration in support of the Receiver, Official Stanford Investors Committee ("OSIC") and Investor Class Plaintiffs' (the "Investor Plaintiffs") (collectively, the "Plaintiffs") Expedited Request for Entry of Scheduling Order and Motion to Approve Proposed Settlement with BDO USA, LLP, to Approve the Proposed Notice of Settlement with BDO USA, LLP, to Enter the Bar Order, to Enter the Final Judgment and Bar Order, and for Plaintiffs' Attorneys' Fees (the "Motion").

2. The settlement for which approval is sought in the Motion settles all claims asserted against BDO USA, LLP ("BDO USA"), BDO International Ltd. ("BDO International"),



EXHIBIT
tabbies
4

BDO Global Coordination, B.V. ("BDO Global"), and Brussels Worldwide Services BVBA ("Brussels Worldwide") (collectively referred to herein as "BDO") in Civil Action Nos. 3:12-cv-1447 (the "OSIC Lawsuit") and 3:11-cv-1115 (the "Investor Lawsuit") (collectively, the "BDO Lawsuits") for $40 million (the "BDO Settlement").

3. I am a partner in the Commercial Litigation section of Strasburger & Price, LLP. I and my law firm serve as Plaintiff's co-counsel in the BDO Lawsuits and are responsible for the prosecution of these lawsuits. I have actively participated in all material aspects of the above-referenced lawsuits from the investigative stage to the current status. The other firms that have been involved in the investigation and prosecution of the BDO Lawsuits include Neligan Foley LP ("Neligan Foley"), which serves as lead counsel, Castillo Snyder P.C. ("Castillo Snyder"), and Butzel Long ("Butzel Long")

**CURRICULUM VITAE**

4. I was admitted to practice law in the State of Texas in 1987. I am also admitted to practice before the United States District Courts for the Northern, Southern and Western districts of Texas and the United States Court of Appeals for the Fifth Circuit. Throughout my career, I have handled complex commercial litigation for both corporate and individual clients, acting as both defendants' and plaintiffs' counsel

5. Strasburger & Price LLP ("Strasburger") was founded in 1939 and currently has approximately 236 attorneys with offices in Austin, Dallas, Frisco, Houston and San Antonio, Texas. Strasburger also maintains offices in New York, Washington, D.C. and Mexico City.

6. Strasburger is a full service firm with attorneys in multiple practice areas providing relevant and meaningful expertise to prosecute the BDO Lawsuits. We have served as lead counsel in countless lawsuits concerning various areas of the law, including:

a. securities litigation;

b. fiduciary litigation;

c. class action litigation;

d. attorney malpractice; and

e. accounting malpractice.

7. Strasburger attorneys also have handled numerous complex bankruptcy and receivership cases and litigation associated with those cases, representing creditors, receivers and trustees.

8. Strasburger also maintains a strong Appellate group that has been actively involved in the BDO lawsuits and all other Stanford lawsuits.

9. To date, the following Strasburger attorneys have provided substantive assistance for the prosecution of these BDO lawsuits:

a. Mr. Merritt Clements;

b. Michael Jung;

c. Judith Blakeway;

d. Edward Valdespino;

e. David Cibrian;

f. Andy Kerr;

g. Lee Polson;

h. Stephen Dennis; and

i. Margaret Hopson.

A detailed description of Strasburger, its areas of practice as well as the personal background and experience of the above referenced attorneys are set forth on Strasburger's website, www.Strasburger.com.

**STRASBURGER'S WORK ON THE STANFORD CASES**

10. In February of 2009, shortly after the collapse of Stanford, Strasburger was retained by approximately 2300 Stanford victims who lost approximately $570,000,000. We then began investigating potential claims against third party defendants.

11. Together with Castillo, Snyder, we approached the Receiver to offer assistance. Later, I filed putative class action lawsuits against the Willis and the Proskauer Defendants on behalf of Venezuelan investors that were ultimately combined into the current Troice Class Action Cases.[1] After the Official Stanford Investor's Committee ("OSIC") was formed, I was asked to become a member and have served on that committee, without compensation.

12. Through cooperation with other counsel and counsel for the Receiver, multiple class action lawsuits were filed on behalf of Stanford investors, as well as litigation filed on behalf of OSIC, including the instant cases as well as the following cases: *Janvey v. Willis of Colorado, Inc.*, Case No. 3:13-cv-03980; *Janvey v. Proskauer Rose, LLP*, Case No. 3:13-cv-477; *Janvey v. Greenberg Traurig, LLP*, Case No. 3:12-cv-04616; and *Turk v. Pershing, LLC*, Case No. 3:09-cv-02199. I am co-counsel in all of the afore-mentioned cases.

13. In addition, Strasburger and I have also been engaged as lead counsel to represent the OSIC in the following fraudulent transfer cases along with co-counsel:

a. *The Official Stanford Investor's Committee v. American Lebanese Syrian Associated Charities, Inc., et al;* Civil Action No. 3:11-cv-00303-N-BG;

[1] *Troice v. Willis of Colorado, et al*, Civil Action No. 3:09-CV-01274-N-BG and *Troice v. Proskauer Rose, LLP et al*, Civil Action No. 3:09-CV-01600-N-BG ("Troice Class Actions").

b. *Janvey v. InsideOut Sports & Entertainment,* Civil Action No. 3:11-cv-00760-N-BG;

c. *Janvey v. Interim Executive Management, Inc.,* Civil Action No. 3:10-cv-00829-N-BG;

d. *Janvey v. Merge Healthcare, Inc.;* Civil Action No. 3:10-cv-01465-N-BG;

e. *Janvey v. Tonarelli;* Civil Action No. 3:10-cv-01955-N-BG; and

f. *Janvey v. Vingerhoedt, et al;* Civil Action No. 3:11-cv-00291-N-BG.

14. Since February of 2009, myself and my law firm have spent thousands of hours investigating and prosecuting Stanford litigation on a contingent fee basis. We began this process by meeting and interviewing clients and former employees of Stanford in both the United States and in Mexico. We also reviewed documents that we obtained from these individuals, from the internet and from other public sources. We also met with independent witnesses and gleaned information from the public filings of the SEC and Receiver. Through this process, we gained knowledge of the complex structure of Stanford entities, their operations, financial transactions and the relationships between them and the defendants that we have sued. Through this investigation we gained an understanding of how the Ponzi scheme was perpetrated and how our clients were victimized through the participation of the third party defendants. It was only through this extensive and comprehensive investigation that we could identify and develop the claims against the third party defendants.

15. Well in excess of 50% of my practice over the last 6 years has been dedicated to these Stanford cases. As a direct consequence, I have been required to turn down billable work that I otherwise would have been able to accept.

16. Since the instant cases were filed, I have participated as co-counsel in every facet of the cases, including the investigation of the facts and legal theories that form the bases for the suits and preparing responses to motions to dismiss. I also served as co-lead counsel in the successful appeal of the dismissal of the Troice Class Action cases under SLUSA to the Fifth Circuit and the U.S. Supreme Court ("SLUSA Appeal"). The SLUSA Appeal directly impacted the BDO Lawsuits because BDO also sought dismissal of the Investor Lawsuit based on SLUSA. Strasburger appellate partners, Michael Jung and Judith Blakeway were heavily involved in preparing and presenting the briefs to the Fifth Circuit and to The Supreme Court of the United States. In addition, Mike Jung successfully argued the case before the Fifth Circuit.

17. Throughout this process, I have coordinated my activities with the Receiver and his counsel, the Examiner, other members of the OSIC, the SEC and the Department of Justice. On numerous occasions I have also traveled to Washington, D.C. to discuss and coordinate activities with the SEC and DOJ. I have also met with members of the U.S. Senate and US. Congress and their staff. I have interviewed numerous witnesses and reviewed thousands of documents, including spending weeks at the Receiver's document warehouse in Houston. My partner and I traveled to Antigua to search for additional documents with counsel for the Receiver. I have also reviewed the databases maintained by the Receiver, and the trial transcripts of the Stanford criminal trial as well as the exhibits used at trial.

18. In my opinion, my involvement and the involvement of Strasburger in all of the related Stanford Cases has proven invaluable to the successful prosecution and resolution of the BDO Lawsuits. In addition, it is also my opinion that the proposed BDO settlement could not have been accomplished without the substantial amount of time and effort expended by all Plaintiffs' Counsel and their tireless efforts in the Stanford Cases.

## STRASBURGER'S WORK ON THE BDO LAWSUITS AND SETTLEMENT

19. We began our investigation of potential claims against BDO in June of 2009. As a part of that investigation, we reviewed and analyzed thousands of documents, including emails of Stanford personnel, BDO personnel and emails to and from outside legal counsel. We also reviewed the audited financial statements that BDO prepared for various Stanford entities as well as the Opinion Letters and supporting documents concerning the preparation of Stanford Group Company's Consolidated Financial Statements. We also translated and reviewed emails and documents related to BDO that were written in Spanish. Because of a cooperation agreement with the SEC we were also able to obtain and review audit workpapers, and investigative deposition transcripts of key witnesses. To gain a clearer understanding of the work performed by BDO, I researched and investigated the standard of care for related entity review and disclosure for certified public accountants as well as studying the relevant Generally Accepted Accounting Principles ("GAAP") and Generally Accepted Auditing Standards ("GAAS"). We then researched relevant case law to develop viable claims against BDO, based upon the facts uncovered during our investigation that substantiated those claims. We further investigated theories of causation and damage models for all classes of Plaintiffs.

20. Based upon our comprehensive investigation of the myriad of Stanford entities, their relationship with BDO Seidman and BDO's role in the Ponzi scheme, we participated in formulating the causes of action and damage claims and the filing of lawsuits against several BDO entities. The BDO Lawsuits were instituted on behalf of the Stanford Investor victims as a putative class and on behalf of the OSIC by filing Original Complaints in this Court on May 26, 2011 (the Investor Lawsuit) and May 9, 2013 (the OSIC Lawsuit), respectively. Among other claims, the Plaintiffs asserted causes of action against BDO for negligence, aiding and abetting

violations of the TSA, aiding and abetting breaches of fiduciary duty, participation in a fraudulent scheme, and conspiracy.

21. BDO filed comprehensive motions to dismiss in the Investor Lawsuit and stated its intention to file dismissal motions and a motion to compel arbitration in the OSIC Lawsuit. In seeking dismissal of the claims asserted in the Investor Lawsuit, BDO argued that SLUSA preempted all causes of action asserted. BDO USA also contended that Plaintiffs' fraud allegations were not pled with specificity pursuant to Rule 9(b), that Plaintiffs' TSA claims were barred by limitations, and that Plaintiffs failed to plead the requisite scienter by BDO USA necessary to establish aider and abettor liability under the TSA. BDO USA's motion also urged that Plaintiffs' TSA claims were based upon non-existent co-conspirator theories of liability, and that Plaintiffs had failed to allege sufficient facts to demonstrate that BDO USA knowingly aided and assisted Stanford Group Company's and Stanford Trust Company's breaches of fiduciary duty. BDO USA also took issue with Plaintiffs' conspiracy claims, arguing that Texas does not recognize a cause of action for aiding and abetting a fraudulent scheme separate from conspiracy, that Plaintiffs had failed to allege particularized facts establishing BDO USA knowingly aided and assisted in the Stanford Ponzi scheme, that Plaintiffs' conspiracy claim was barred by a two-year limitations period and that Plaintiffs failed to allege particularized facts to demonstrate BDO USA had the requisite meeting of the minds with the alleged co-conspirators to engage in a Ponzi scheme.

22. BDO International, BDO Global and Brussels Worldwide each moved to dismiss under Rule 12(b)(2) alleging they were not subject to the Court's personal jurisdiction, and BDO International and Brussels Worldwide sought dismissal under Rule 12(b)(6) on the ground that they did not exist at the time of the events giving rise to Plaintiffs' causes of action. They also

incorporated all of the arguments made by BDO USA in favor of dismissal.

23. Plaintiffs' counsel, including Strasburger, participated in preparing comprehensive responses to various motions filed by the BDO defendants.

24. Ultimately, the parties agreed to participate in a mediation that resulted in a settlement. That mediation was conducted with former U.S. District Judge Layn Phillips in New York City on August 28, 2014. Former Judge Phillips has vast experience mediating accounting malpractice cases. He has mediated some of the largest accounting malpractice cases in U.S. history.

25. I prepared for and participated in the mediation. The mediation lasted a full day, resulting in the $40 million settlement that is the subject of this Motion. Even after the agreement was reached, Plaintiffs' counsel, the Examiner and counsel for the Receiver, continued to work on the terms of the closing documents for months before the final documents were signed. Without the relentless efforts of the Receiver, Examiner, OSIC, Investor Plaintiffs and Plaintiffs' counsel investigating, developing and prosecuting these claims as a part of the overall effort to recover money from third parties for the benefit of all Stanford Investors, this settlement could not have been achieved and the BDO Lawsuits would likely have continued for years with uncertain outcome and great expense to the parties.

**REQUEST FOR APPROVAL OF THE SETTLEMENT**

26. I respectfully submit that, based upon years of experience prosecuting and settling complex commercial litigation, that the BDO Settlement is fair and reasonable and in the best interests of the Stanford receivership estate and the Stanford investors and should be approved by the Court. I also believe that the BDO Settlement represents the best result that could be achieved given the limits of BDO's insurance. The risks, uncertainty and the length of time it

would take to get to trial or a final hearing in arbitration in the BDO Lawsuits further favors the settlement. In light of these practical considerations impacting the ability of BDO to pay a judgment, the BDO Settlement represents an extremely good result for the Stanford receivership estate and its investors. Therefore, I believe the BDO Settlement is in the best interests of the Stanford receivership estate and its investors and should be approved.

**REQUEST FOR APPROVAL OF ATTORNEYS' FEES**

27. Plaintiffs' Counsel have been jointly handling all of the Stanford Cases referenced above, including the BDO Lawsuits, pursuant to twenty-five percent (25%) contingency fee agreements with OSIC (in cases in which OSIC is a named Plaintiff) and the Investor Plaintiffs (in investor class action lawsuits). The Movants seek Court approval to pay Plaintiffs' Counsel a fee equal to an aggregate of twenty-five percent (25%) of the Net Recovery in the BDO Lawsuits.

28. I respectfully submit the fee requested in the Motion is reasonable in comparison to the total net amount to be recovered for the benefit of the Stanford investors. The twenty-five percent (25%) contingency fee was heavily negotiated between OSIC and Plaintiffs' Counsel, and is substantially below the typical market rate contingency fee percentage of 33% to 40% that most law firms would demand to handle cases of this complexity and magnitude. In certain instances, OSIC interviewed other potential counsel who refused to handle the lawsuits without a higher percentage fee. The BDO Lawsuits and the other third-party lawsuits are extraordinarily large and complex, involving voluminous records and electronic data and requiring many years of investigation, discovery and dispositive motions to get to trial.

29. Moreover the BDO Lawsuits and the companion Stanford Cases, many of which were filed over 5 years ago, involve significant financial outlay and risk by Plaintiffs' Counsel.

The investor class actions were dismissed following the Court's SLUSA ruling, and are only now proceeding toward class discovery and motions to certify. Plaintiffs' Counsel therefore has, for many years now, borne significant risk of loss through dispositive motions or at trial after years of work for no compensation, and an almost certain appeal following any victory at trial. A twenty-five percent (25%) contingency fee is reasonable given the time and effort required to litigate these case, their complexity and the risks involved.

30. Since February 2009, myself and my law firm have dedicated thousands of hours of time to the prosecution of Stanford litigation on a contingent fee basis. This includes time spent investigating and understanding the background and history of the complex web of Stanford companies, the operations, financial transactions, interrelationship and dealings between and among the various Stanford entities and the defendants we have sued, the facts relating to the Ponzi scheme and how it was perpetrated through the various Stanford entities, and the involvement of the third-party defendants in the foregoing cases with Stanford. Without a comprehensive investigation and understanding of this background and the requisite legal skill, it would not have been possible to formulate viable claims against the third-party defendants and prosecute them successfully.

31. A review of the Court's docket in all of these cases reveals only a portion of the immense amount of work that Plaintiffs' Counsel have put into the prosecution of all of these lawsuits since 2009. The docket and pleadings reveal only the work that is filed with the Court. As discussed further herein, and as the Court is aware, the prosecution of lawsuits of this magnitude, complexity and novelty has required a tremendous amount of time and effort to investigate the facts, research the relevant legal issues, coordinate and strategize with counsel and clients regarding the handling of the cases, conduct discovery, prepare the briefs and

motions, attempt to negotiate settlements, and prepare cases for summary judgment and/or trial. Plaintiffs' Counsel have collectively spent thousands of hours since 2009 in their investigation and prosecution of the lawsuits referenced above, including the BDO Lawsuits. Because of the amount of time dedicated to those cases, Plaintiff's counsel was precluded from performing other legal work.

32. Over the last 6 years, myself and other attorneys and paralegals from my law firm have spent thousands of hours in uncompensated time worth millions of dollars investigating and prosecuting the Stanford Cases, including the BDO Litigation. Well in excess of 50% of my practice over the last 6 years has been dedicated to these Stanford cases. I personally have worked many late nights and weekends for the last 6 years on Stanford cases or Stanford-related matters with virtually no compensation.

33. I have personally tracked the time spent by my firm working on Stanford litigation, which is recorded on a daily basis through detailed time records and identified the time attributable to the BDO litigation.[2] Based upon my professional judgment and experience with cases of similar novelty, complexity and importance, I believe that the hours and fees reflected in Exhibit A are reasonable and necessary for the effective resolution of this case.

34. The result of that attribution analysis is that my firm has spent 1,507.29 hours of attorney and paralegal time worth $818,652 at our applicable hourly rates for complex cases of this nature that I feel is rightfully and equitably attributable to the BDO Lawsuits. I am familiar with the legal practice in the Northern District of Texas and have knowledge of the usual and customary rates charged for legal services required in this and similar cases. I am also familiar with the type and amount of legal services reasonably necessary and the nature of the work required to prosecute this type of matter.

[2] Attached and incorporated herein as Exhibit "A" is a true and correct copy of the billing statements.

35. In addition to the efforts described herein specifically spent on the BDO Lawsuits, Plaintiffs' Counsel were also involved in the briefing and argument of the SLUSA Appeal to the Fifth Circuit and the United States Supreme Court in the Troice Class Actions. But for Plaintiffs' Counsel's efforts over several years to win the SLUSA appeal, the Investor Lawsuit against BDO could not have proceeded.

36. The proposed settlement is the direct result of many years of effort and thousands of hours of work by the Receiver, OSIC, Investor Plaintiffs and Plaintiffs' Counsel as described herein. But for the efforts of these parties, and the efforts of myself and my law firm described herein, there would be no BDO Settlement, which will net the Receivership estate and the Stanford investors approximately $30 million they would not have otherwise received.

37. In light of the tremendous time and expense myself and my law firm and the other Plaintiffs' Counsel have put into the overall effort to recover monies for the Stanford Receivership Estate and the investors, all of which was necessary to the successful prosecution and resolution of the BDO case, I respectfully submit that the twenty-five percent (25%) fee to be paid to counsel for OSIC and the Investor Plaintiffs for the settlement of the BDO Lawsuits is very reasonable. Myself and my law firm and the other Plaintiffs' Counsel have worked tirelessly for six years to attempt to recover money for the benefit of Stanford's investors for virtually no compensation.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 13, 2015

EDWARD F. VALDESPINO

**STRASBURGER & PRICE, L.L.P.**
ATTORNEYS AND COUNSELORS
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

RE: BDO Siedman

ITEMIZED SERVICES BILL

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 06/16/09 | Conference with Mr. Snyder and Mr. Castillo regarding third party claims; review potential BDO claims; review securities act for prospective claims; | EFV | 2.30 |
| 06/26/09 | Address issues regarding potential class action; conference with Mr. Castillo, Mr. Snyder and Mr. Cibrian to discuss filing class action; | EFV | 2.80 |
| 07/01/09 | Legal research regarding Texas Securities aiding and abetting statutes and caselaw interpreting same; | EFV | 5.20 |
| 07/06/09 | Receive and review correspondence from Mr. Snyder; conference regarding strategy; review legal issues regarding receiver and lawsuit's potential effect on the pending proceedings; conference with counsel regarding witness interviews; confirm witness meetings; telephone interview with counsel for prospective witness; receive and review additional documents; travel to Houston for witness interviews; | EFV | 7.60 |
| 07/10/09 | Review investigative documents and draft pleadings; legal research regarding class certification issues; | EFV | 12.20 |
| 07/13/09 | Travel to Houston for witness interviews; attend witness interview; | EFV | 3.40 |
| 07/13/09 | Meetings with clients and witnesses; | DC | 3.50 |
| 07/14/09 | Meetings with witnesses; | DC | 1.50 |
| 07/21/09 | Continue legal research regarding class certification issues; | EFV | 3.60 |
| 08/03/09 | Receive and review MDL Briefing Schedule; | EFV | 0.40 |
| 08/05/09 | Travel to Houston to meet with Mr. [redacted] and review documents; | EFV | 5.00 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 08/06/09 | Address effects of [redacted] | EFV | 1.80 |
| 08/24/09 | Attend meeting with Edward Valdespino and Ed Snyder to discuss claims against BDO; | DC | 0.80 |
| 10/06/09 | Receive and review MDL Transfer Order; | EFV | 0.50 |
| 10/16/09 | Conference with Luis Gomar regarding class action suit; working on client files; | NA1 | 2.00 |
| 10/19/09 | Working on documents regarding class action lawsuit; | NA1 | 2.00 |
| 10/20/09 | Translation of various documents regarding class action suit; | NA1 | 2.50 |
| 10/30/09 | Email communications with clients regarding class action suit; conference with R. Morales regarding client files; | NA1 | 1.50 |
| 12/24/09 | Communications with clients; | NA1 | 1.00 |
| 12/28/09 | Communications with clients; working on client files; | NA1 | 1.50 |
| 01/04/10 | Work with co-counsel on state securities issues; work with Mr. Valdespino; | DC | 1.00 |
| 02/23/10 | Status meeting with D. Cibrian and E. Valdespino regarding class action lawsuit; working on client files; communications with clients; | NA1 | 1.70 |
| 03/04/10 | Meet with Ed Snyder regarding issues in case; review filings in case; | AK | 1.50 |
| 03/11/10 | Travel to Dallas and meet with counsel for [redacted] | EFV | 2.10 |
| 03/23/10 | Continue legal research regarding jurisdictional issues; | EFV | 5.20 |
| 04/01/10 | Conference call with Ed Valdespino and Bob Franke; | DC | 0.50 |
| 04/07/10 | Continue review of OIG report; | EFV | 2.30 |
| 04/16/10 | Review correspondence regarding SEC report; conference with Ed Valdespino regarding report, MDL and investor committees; | AK | 0.60 |
| 04/28/10 | Receive and review correspondence from Mr. Arlington and review attachments; | EFV | 0.80 |
| 05/31/10 | Correspond with Lee Polson regarding [redacted] preemption; preparation of unregistered securities response; | AK | 7.80 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 06/03/10 | Preparation of arguments regarding sale of unregistered securities; | AK | 3.00 |
| 06/22/10 | Conference call with Sir Nigel Hamilton of Vantis; continue review of findings in Antiguan litigation; | EFV | 1.90 |
| 12/01/10 | Attend conference call; | EFV | 4.20 |
| 12/02/10 | Review audit transfer documents; | EFV | 4.00 |
| 12/10/10 | Attend meeting at offices of [redacted] | DC | 6.50 |
| 12/17/10 | Attend conference call; | EFV | 3.20 |
| 12/20/10 | Review SEC issues; | EFV | 4.60 |
| 12/21/10 | Travel to Houston for document review; | EFV | 11.80 |
| 12/22/10 | Return travel from Houston for document review and attend document review; | EFV | 9.40 |
| 12/23/10 | Address SEC issues; | EFV | 4.20 |
| 12/27/10 | Analyze jurisdictional issues; | EFV | 4.00 |
| 12/28/10 | Attend conference call and review [redacted] issues; | EFV | 4.00 |
| 12/29/10 | Address jurisdictional issues; | EFV | 3.20 |
| 12/30/10 | Revise draft pleadings; | EFV | 5.20 |
| 12/31/10 | Review attorney files; | EFV | 2.60 |
| 01/03/11 | Receive and review multiple status notices of settings of meetings and input data. | DC | 0.50 |
| 01/03/11 | Prepare pleadings; | EFV | 4.30 |
| 01/04/11 | Research of Northern District of Texas Clerk's records to obtain current docket sheets and complaints; | YM2 | 0.80 |
| 01/04/11 | Travel to Houston for document production; attend document production; | EFV | 8.00 |
| 01/05/11 | Continue document review; return travel from Houston; | EFV | 8.00 |
| 01/06/11 | Review GAAP and GAAS rules; | EFV | 4.80 |
| 01/07/11 | Review [redacted] emails; | EFV | 6.20 |
| 01/10/11 | Review [redacted] emails; | EFV | 4.70 |
| 01/11/11 | Receive and review filing notice from the court and examiner's report no. 3 from 9/23 meeting of Stanford Investors Committee. | DC | 0.20 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 01/11/11 | Study relevant GAAP and GAAS rules; | EFV | 8.00 |
| 01/12/11 | Continue study of GAAP and GAAS rules; | EFV | 4.00 |
| 01/13/11 | Travel to Dallas for meeting with Mr. Morganstern, Mr. Snyder and Mr. Buncher | EFV | 5.80 |
| 01/14/11 | Attend meetings with co-counsel in Dallas; return travel from Dallas; | EFV | 10.90 |
| 01/19/11 | Study GAAP and GAAS rules; confer with; CPA with practical application of GAAS rules and peer review. | EFV | 5.00 |
| 01/20/11 | Conference with Ed Valdespino regarding potential causes of action. | JRB | 0.50 |
| 01/20/11 | Review documents from warehouse; | EFV | 8.00 |
| 01/21/11 | Attend conference call; continue review of documents from warehouse; | EFV | 4.00 |
| 01/24/11 | Receive and review correspondence to David Arlington; | DC | 0.10 |
| 01/25/11 | Research relevant to claims of trustee; begin drafting pleadings; | MMC | 2.50 |
| 01/25/11 | Work on database matters with Edward Valdespino; | DC | 5.00 |
| 01/26/11 | Research to obtain case law cited in opposition briefs; | YM2 | 0.60 |
| 01/26/11 | Research to obtain case law cited in opposition briefs; | YM2 | 0.60 |
| 01/27/11 | Review case law cited in opposition brief and related authorities relevant to receiver's powers and Defendants' burdens of proof; | MMC | 2.00 |
| 01/27/11 | Continue review of documents from; | EFV | 3.80 |
| 01/28/11 | Continue review of legal files from; | EFV | 4.00 |
| 01/31/11 | Continue review of [redacted] and [redacted] emails; | EFV | 4.80 |
| 02/01/11 | Telephone conference and email exchanges with Snyder regarding revisions to pleadings; research and draft motions for leave to file; | MMC | 2.40 |
| 02/01/11 | Review and revise pleadings; | EFV | 4.00 |
| 02/02/11 | Research and draft pleadings; conference call with Snyder, Valdespino and Receiver's | MMC | 7.50 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| | counsel regarding revised pleadings; research relevant to standards for recovery of attorneys' fees; exchange emails with Valdespino regarding same; | | |
| 02/02/11 | Attend conference call and post meeting to discuss strategy; | EFV | 4.80 |
| 02/03/11 | Conferences with Snyder regarding cases; continue research and drafting pleadings; research regarding pleadings regarding liability necessary to overcome motion to dismiss for failure to state a claim; exchange emails with Snyder and Valdespino regarding stipulation concerning sequence of court, consideration of pending motions; | MMC | 4.40 |
| 02/03/11 | Conference regarding cases needed and receive instructions (0.1); conduct legal research, obtain copies of six cases, and provide for attorney review (0.5). | DC | 0.60 |
| 02/04/11 | Research and draft pleadings; exchange emails with Snyder and Valdespino regarding stipulation regarding sequence of court's consideration of pending motions; research regarding standards for pleading of [redacted]; continue drafting pleadings; | MMC | 5.00 |
| 02/07/11 | Exchange emails with Snyder and Valdespino regarding pleading requirements, proposed stipulation regarding pending motions to dismiss for failure to state a claim; review motions to dismiss as relevant to preparation of revised pleadings; | MMC | 2.50 |
| 02/07/11 | Research of U.S. Northern District of Texas Clerk's records to obtain select pleadings regarding motions to dismiss; | YM2 | 0.50 |
| 02/09/11 | Research of U.S. Northern District of Texas Clerk's records to obtain select pleadings regarding motions to dismiss and responses to motions to dismiss; | YM2 | 0.70 |
| 02/09/11 | Review Stanford Trust documents from warehouse transferred to CD format; | EFV | 5.10 |
| 02/10/11 | Numerous conferences and correspondences regarding plaintiff's hard drive and extensive content and converting hundreds | DC | 5.30 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| | of documents for computer system and receive interim instructions; travel to Texas Star Document Services and lengthy correspondence with Shane Glosson, owner of Texas Star Document Services, provide plaintiff's hard drive produced, and conference regarding possibility of handling system, need for their evaluation of hard drive and documents and need for future discussion after Texas Star's evaluation of hard drive; draft lengthy memorandum regarding above; subsequent conference regarding above and receive instructions; telephone conference with Shane Glosson and provide case information; conference with attorney regarding visit to see Texas Star Document Services tomorrow. | | |
| 02/10/11 | Continue review of documents from warehouse transferred to CD format; | EFV | 5.20 |
| 02/11/11 | Receive and review correspondence from Warren Klaus questioning information regarding data on hard drive and draft reply (0.2); telephone conference from Texas Star Document Services regarding time estimate for future conference regarding hard drive (0.1). | DC | 0.30 |
| 02/12/11 | Receive and review draft pleading; address issues regarding assignment from Receiver; | EFV | 2.80 |
| 02/12/11 | Continue review of warehouse documents transferred to CD format; | EFV | 3.20 |
| 02/14/11 | Receive and review instructions concerning documents received (0.1); prepare exhibits (0.4); receive and analyze appendix exhibits, organize and prepare for attorney; | DC | 1.00 |
| 02/14/11 | Review [redacted] emails; | EFV | 4.00 |
| 02/14/11 | Receive and review file materials; | EFV | 4.00 |
| 02/15/11 | Telephone conference with Shane Glosson, owner of Texas Star Document Services, regarding current status on reviewing hard drive (0.1); travel to Texas Star Document Services and extended conference with Shane Glosson regarding extent per voluminous gigabytes of information on portable hard | DC | 1.60 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| | drive of documents, options available to convert documents to various systems, ballpark costs per various options, compile notes, and retrieve hard drive for later conversion by Texas Star Document Services (1.0); review notes taken and draft lengthy, detailed correspondence to Warren Klaus regarding various options and costs for handling data from hard drive and request information (0.5). | | |
| 02/16/11 | Review [redacted] emails and other documents from warehouse; | EFV | 8.00 |
| 02/17/11 | Review [redacted] documents; | DL | 0.60 |
| 02/18/11 | Attend conference call; | EFV | 2.50 |
| 02/18/11 | Discussions regarding litigation strategy with co-counsel and fellow committee members; | EFV | 5.50 |
| 02/21/11 | Receive and review status notice of setting of status conference and input data (0.2); review status on any contact from Mr. Klaus regarding 285 gigabyte hard drive and draft correspondence to him to request status (0.3); receive and review status correspondence from Warren Klaus regarding above and draft reply with request for clarification of cost regarding choosing to buy Concordance software rather than converting 485 gigabytes of documents from the other side to another system (0.3); receive and review additional correspondence from Warren Klaus and a correspondence from David Svoboda regarding possible considerations for information on hard drive (0.2). | DC | 1.00 |
| 02/21/11 | Travel to Dallas and attend meeting with co-counsel; | EFV | 10.0 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 02/22/11 | Conference with Mr. Valdespino regarding goal for use of extensive data on hard drive and tentative options (0.2); conference with Cindy Mora regarding additional information needed regarding above (0.2); lengthy telephone conference with Susan Reno regarding hard drive, formatting the documents produced to us by other counsel and tentative options available (0.3); draft correspondence to attorney and request conference regarding above (0.2); subsequent conference with attorney regarding information learned from Susan Reno (0.2). | DC | 1.10 |
| 02/22/11 | (BDO Seidman) Review of BDO Seidman records; | EFV | 8.00 |
| 02/23/11 | (BDO Seidman) Continue review of BDO Seidman documents; | EFV | 8.00 |
| 02/24/11 | (BDO Seidman) Continue review of BDO Seidman documents; | EFV | 8.00 |
| 02/25/11 | (BDO Seidman) Continue review of BDO Seidman records; | EFV | 8.00 |
| 02/28/11 | (BDO Siedman) Conference with Mr. Hohman, Mr. Jeffries and Mr. Snyder regarding BDO documents and strategy; | EFV | 4.40 |
| 02/28/11 | Receive and review order from court; receive and review emails concerning allocation of work on BDO; | EFV | 1.60 |
| 03/01/11 | Review BDO Seidman emails; | EFV | 2.50 |
| 03/03/11 | Review floppy discs retrieved from warehouse; | EFV | 6.60 |
| 03/04/11 | Attend conference call to discuss strategy; | EFV | 2.60 |
| 03/08/11 | Continue review of floppy discs; | EFV | 2.10 |
| 03/11/11 | Research regarding outstanding documents, locate documents, and update paralegal notes file. | DC | 0.30 |
| 03/11/11 | Attend conference calls; | EFV | 4.00 |
| 03/14/11 | Travel to Houston for document review; review documents; return travel from Houston; | EFV | 10.40 |
| 03/16/11 | Conference call with Mr. Morganstern | EFV | 3.80 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| | regarding BDO cases; review new lawsuits filed by Receiver; review BDO claims; | | |
| 03/17/11 | Work on BDO lawsuits; | EFV | 7.20 |
| 03/18/11 | Continue work on BDO lawsuits; | EFV | 8.00 |
| 03/21/11 | (BDO Seidman) Travel to Houston for review of documents as part of potential claims investigation; review documents; | EFV | 12.40 |
| 03/22/11 | (BDO Siedman) Review documents at warehouse as part of potential claim investigation; return travel from Houston; | EFV | 11.30 |
| 03/23/11 | Review and revise draft pleadings (4.6); review documents (BDO Seidman) (3.1); | EFV | 7.70 |
| 03/24/11 | Review hot documents (BDO Seidman); | EFV | 2.40 |
| 03/24/11 | Conference calls with Examiner and SEC regarding BDO document issues; | EFV | 1.50 |
| 03/24/11 | Review summaries prepared by Heather; | EFV | 1.50 |
| 03/25/11 | Extended conference calls regarding production of documents and reports from Receiver; prepare for BDO meetings; conference call with Receiver; | EFV | 5.10 |
| 03/28/11 | Meeting with SEC and Examiner to discuss issues concerning production of documents. | EFV | 0.09 |
| 04/04/11 | (BDO) receive and review GAAP manuals; | EFV | 3.30 |
| 04/06/11 | Receive and review BDO documents; | EFV | 3.40 |
| 04/08/11 | Receive and review additional GAAP materials. | EFV | 5.50 |
| 04/14/11 | (BDO Seidman) receive and review motion to quash, supporting brief and evidence; | EFV | 2.90 |
| 04/18/11 | (BDO Seidman) continue review of caselaw regarding motion to quash and confer with Mr. Ahart; | EFV | 4.20 |
| 04/20/11 | Travel to Dallas for status conference; attend status conference; return travel from Dallas; | EFV | 2.10 |
| 04/25/11 | (BDO) continue review of GAAP documents; | EFV | 7.50 |
| 04/28/11 | (BDO Seidman) Conference regarding research needed in all Stanford files regarding CDs produced by anyone and receive instructions; research in all files on | DC | 2.60 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| | Stanford cases, conference with file clerk, locate all CDs and floppy disks received from anyone, and compile notes on items received; conference with Mr. Valdespino regarding CDs and disks available, money transfer documents/affidavits, etc., and receive instructions. | | |
| 04/28/11 | (BDO) continue review of GAAP documents; | EFV | 4.90 |
| 04/29/11 | (BDO) review GAAP documents; | EFV | 5.50 |
| 04/29/11 | BDO Seidman) Analyze numerous document in CD # 2 of 6 CDs of Receivership Documents April, 2011 received and prepare voluminous exhibits; reconcile many exhibits with documents on CD and sequence documents; draft first index to files on CD #2; organize files for receivership documents. | DC | 6.00 |
| 05/02/11 | (BDO Seidman) Analyze numerous documents and notes relating to affidavits requested for receivership documents for April, 2011 and draft detailed index of documents; prepare exhibits; conference regarding format for organizing large files regarding different, numerous documents on six CDs and labeling of documents and give instructions. | DC | 9.00 |
| 05/02/11 | Meeting with Ed Valdespino; review assignments concerning BDO Seidman; begin review of potential claims. | JRB | 3.70 |
| 05/03/11 | Research regarding jurisdiction of BDO entities. | JRB | 5.00 |
| 05/04/11 | Read cases cited by Mr. Ahart regarding choice of law. | JRB | 5.20 |
| 05/05/11 | (BDO Seidman) Continue analysis of disks of receivership documents-April, 2011 and compile lists of notes. | DC | 6.80 |
| 05/06/11 | (BDO Seidman) Analyze multiple CDs of receivership documents, compile notes and draft general index of categories of documents in each section of CDs 1-6 for April, 2011. | DC | 7.20 |
| 05/06/11 | (BDO) review BDO documents and work with Mr. Ahart on draft complaint; | EFV | 4.20 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 05/09/11 | Revise draft complaint, telephone conference with Ed Valdespino; review appendices. | JRB | 8.00 |
| 05/10/11 | Continue analysis and indexing of documents in receivership documents -April, 2011. | DC | 4.00 |
| 05/10/11 | Email to Ed Valdespino regarding draft complaint, revisions to draft | JRB | 6.50 |
| 05/16/11 | (BDO Seidman) Review documents received from Hohman; extended conference with Mr. Ahart regarding draft complaint. | EFV | 8.00 |
| 05/17/11 | (BDO Siedman) Review documents from warehouse; | EFV | 8.10 |
| 05/18/11 | (BDO) Receive and review draft BDO Complaint; | EFV | 3.90 |
| 05/19/11 | (BDO) Revise draft complaint; | EFV | 3.90 |
| 05/31/11 | (Wilkinson) Prepare Notice Of Appearance Of Additional Counsel; | YM2 | 0.60 |
| 06/02/11 | Review Amicus SLUSA brief; | EFV | 4.00 |
| 06/07/11 | Address SLUSA issues; | EFV | 6.00 |
| 06/13/11 | Travel to Houston for review of bank documents; | EFV | 8.80 |
| 06/15/11 | Research regarding securities fraud; review [redacted] v. [redacted]; emails to Ed Valdespino regarding same. | JRB | 1.30 |
| 06/17/11 | Review draft of index to receivership documents-April, 2001-disk 1 of 6 to date, reconcile with information on disk, and draft revisions; analyze trustmark statements and check images on disk 1 of 6 and continue indexing documents related to trustmarks 1441, 1541, and 1558. | DC | 7.80 |
| 06/21/11 | Review BDO International issues regarding jurisdiction; | EFV | 2.40 |
| 06/24/11 | Receive and review draft of amended BDO complaint from Mr. Ahart; | EFV | 1.40 |
| 07/01/11 | Continue indexing BDO documents from receivership documents for April, 2011. | DC | 6.90 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 07/07/11 | Review reply briefs; prepare intraoffice e-mail correspondence (EFV) regarding potential responses to reply briefs; | PMJ | 0.80 |
| 07/07/11 | Conference with Ed Valdespino regarding recent developments. | JRB | 0.20 |
| 07/13/11 | Travel to Austin to meet with co-counsel to discuss strategy for BDO case; | EFV | 5.00 |
| 07/18/11 | (Stanford Committee) Review and revise litigation status report; | EFV | 3.20 |
| 08/02/11 | Review amicus curie briefs regarding SLUSA and reply of Alvarado, et al. and cases cited therein (Dabit, Miller and Madoff cases). | JRB | 2.70 |
| 08/12/11 | Receive and analyze BDO Siedman Motion to Dismiss; | EFV | 7.20 |
| 08/13/11 | Legal research regarding BDO Siedman Motion to Dismiss; | EFV | 8.80 |
| 08/15/11 | Legal research regarding BDO Siedman Motion to Dismiss; | EFV | 5.20 |
| 08/16/11 | Review caselaw regarding BDO Siedman Motion to Dismiss; | EFV | 4.00 |
| 08/17/11 | Review memorandum in support of motion by BDO to dismiss. | JRB | 0.90 |
| 08/17/11 | Review BDO's motion to dismiss plaintiffs' class action complaint and plaintiffs' original class action complaint. | JRB | 0.90 |
| 08/17/11 | Confer with Mr. Ahart regarding BDO Siedman Motion to Dismiss; revise and review documents from Heather; | EFV | 7.70 |
| 08/18/11 | Email to Ed Valdespino regarding Wilkinson motion to dismiss. | JRB | 0.10 |
| 08/18/11 | Legal research regarding BDO Siedman | EFV | 5.80 |
| 08/19/11 | Analysis and indexing of folders of documents received from Heather. | DC | 5.90 |
| 08/24/11 | Meeting in Austin with co-counsel regarding BDO Siedman Motion to Dismiss; | EFV | 8.00 |
| 08/25/11 | Legal research regarding BDO Motion to Dismiss; | EFV | 5.20 |
| 08/26/11 | Research regarding Texas Securities Act. | JRB | 5.00 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 08/26/11 | (BDO Siedman) analyze additional documents; | EFV | 4.20 |
| 08/27/11 | Draft response to fraud section of BDO motion to dismiss. | JRB | 4.00 |
| 08/31/11 | Continue analysis and indexing of receivership documents. | DC | 6.00 |
| 09/01/11 | Review motion to dismiss SLUSA briefing in; review order dismissing with prejudice Roland v. Green based on SLUSA. | JRB | 1.50 |
| 09/01/11 | (BDO) Receive and review Roland opinion and confer with co-counsel; | EFV | 1.60 |
| 09/02/11 | Conference with Ed Valdespino regarding SLUSA opinion. | JRB | 0.10 |
| 09/02/11 | (BDO/Seidman) Review caselaw cited in Roland order; | EFV | 1.40 |
| 09/06/11 | Review legal authorities cited in BDO's brief. | JRB | 1.70 |
| 09/07/11 | Commence response to motion to dismiss. | JRB | 0.80 |
| 09/15/11 | (BDO Siedman) Attend committee conference call; | EFV | 2.20 |
| 09/22/11 | (BDO) Siedman) Attend conference call with co-counsel; | EFV | 1.80 |
| 09/23/11 | Legal research regarding jurisdiction and its application in Texas state court; | STD | 4.40 |
| 09/27/11 | Review jurisdictional issues; | EFV | 4.20 |
| 09/28/11 | Continue analysis and indexing of DVD 3 of receivership documents. | DC | 2.40 |
| 10/04/11 | (BDO) Analyze jurisdictional issues; | EFV | 3.40 |
| 10/06/11 | Conference regarding legal research concerning jurisdictional issues, obtain stack of legal research documents, and receive instructions. | DC | 0.30 |
| 10/07/11 | Review legal research documents/cases, draft index of cases, and organize legal research file on jurisdictional issues. | DC | 2.00 |
| 10/19/11 | Review bills from BDO Seidman; | EFV | 2.60 |
| 10/24/11 | Review draft brief in companion case; exchange e-mail correspondence regarding same; conference call regarding strategy for pursuit of common appeal; | PMJ | 2.60 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 10/25/11 | Intraoffice conference (JRB) regarding procedural and substantive status of appeals; | PMJ | 0.50 |
| 10/25/11 | Telephone conference with Mike Jung regarding SLUSA appeals. | JRB | 0.40 |
| 10/28/11 | Conference with Ed Valdespino; review notices of appeal, order granting motion to expedite Roland (to be heard in February oral argument calendar), motion to expedite Roland appeals, order dismissing Roland with prejudice under SLUSA, draft original brief filed by Roland in Fifth Circuit Court of Appeals. | JRB | 2.90 |
| 10/31/11 | Research regarding SLUSA for Fifth Circuit brief; | JRB | 3.90 |
| 11/02/11 | Prepare Fifth Circuit brief; | EFV | 2.60 |
| 11/03/11 | Commence drafting brief. | JRB | 5.20 |
| 11/07/11 | Research on multi-claim SLUSA complaint. | JRB | 0.60 |
| 11/07/11 | Attend conference call with co-counsel; | EFV | 2.10 |
| 11/09/11 | Continue to review SLUSA cases. | JRB | 2.60 |
| 11/09/11 | Prepare Fifth Circuit brief; | EFV | 3.00 |
| 11/13/11 | Draft brief. | JRB | 7.00 |
| 11/14/11 | Participate in conference call regarding brief of appellants; | PMJ | 0.60 |
| 11/14/11 | Prepare Fifth Circuit brief; | EFV | 3.20 |
| 11/17/11 | Draft statement of facts, statement regarding oral argument, statement of jurisdiction, statement of issues and statement of case. | JRB | 4.50 |
| 11/17/11 | Attention to obtaining the record on appeal and appendix; conference with Ed Valdespino, email to Ed Snyder, instructions to order record from the Fifth Circuit. | JRB | 1.00 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 11/18/11 | Conference with Edward Valdespino regarding CD Containing 3,663 pages of documents, receive CD, and receive instructions; office conference with Judy Blakeway regarding CD and documents and receive instructions; review documents on CD and duplicate/format./label five copies of CD for attorney; travel to Texas Star Document Services, conferences with Michelle and with Shane Glosson, provide CD and give instructions on duplicating/formatting numerous documents; advise Ms. Blakeway of interim status; subsequent office conference with Herman from Texas Star Document Services and receive box of documents; review documents; route invoice for processing; prepare documents for appeal; provide all documents to attorney. | DC | 2.50 |
| 11/18/11 | Prepare Fifth Circuit brief; | EFV | 2.80 |
| 11/21/11 | Revise brief to incorporate committee's comments. | JRB | 8.50 |
| 11/22/11 | Review and comment on draft brief of appellants; exchange intraoffice e-mail correspondence (JRB) regarding same; prepare and file notices of appearance; | PMJ | 2.50 |
| 11/23/11 | Incorporate Sarah Starnes' changes; finalize brief; conference with Ed Valdespino, file and serve brief and record excerpts. | JRB | 5.30 |
| 12/05/11 | Determine status of Fifth Circuit briefs; review Congressional amicus curiae brief; review receiver's amicus curiae brief; | PMJ | 0.80 |
| 12/07/11 | Conference call regarding BDO case and testimony filings by Antiguan JLs; | EFV | 7.10 |
| 12/09/11 | Review opinion in SEC case; review Public Investors amicus curiae brief; | PMJ | 0.90 |
| 12/21/11 | Review amicus briefs of Public Investor Arbitration Bar Association and Receiver Ralph Janvey. | JRB | 0.40 |
| 12/28/11 | Commence reply brief. | JRB | 4.00 |
| 12/29/11 | Begin review of Fifth Circuit Appellees' Brief and supporting caselaw; | EFV | 4.00 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 12/30/11 | Draft reply brief. | JRB | 6.00 |
| 01/03/12 | Begin preliminary preparation for oral argument, including review of key pleadings, briefs, orders, and case law; | PMJ | 5.70 |
| 01/03/12 | Conference with Mike Jung in preparation for oral argument. | JRB | 0.50 |
| 01/04/12 | Attention to reply brief; | EFV | 1.60 |
| 01/05/12 | Draft reply brief. | JRB | 5.50 |
| 01/10/12 | Review Ed Snyder's insert and revisions to brief; revise next draft; research regarding SLUSA. | JRB | 2.20 |
| 01/10/12 | Attention to reply brief; | EFV | 4.10 |
| 01/11/12 | Intraoffice conference (JRB)regarding reply brief; | PMJ | 1.00 |
| 01/13/12 | Review correspondence and e- mail traffic regarding oral argument and regarding reply briefing; | PMJ | 0.30 |
| 01/16/12 | Address Fifth Circuit argument; | EFV | 3.70 |
| 01/20/12 | (BDO) legal research; | EFV | 8.90 |
| 01/23/12 | (BDO) legal research; | EFV | 2.20 |
| 01/24/12 | Intraoffice conference (EPV) regarding oral argument; exchange intraoffice e-mail correspondence (JRB) regarding same; exchange e-mail correspondence (co-counsel) regarding same; continue preparation for oral argument; | PMJ | 1.10 |
| 01/24/12 | Review notice of oral argument; conference with Ed Valdespino regarding same. | JRB | 0.10 |
| 01/26/12 | Address appellate argument; | EFV | 2.10 |
| 02/01/12 | Intraoffice conference (EPV) regarding oral argument preparation; continue preparation; | PMJ | 3.60 |
| 02/02/12 | Telephone conference with Phil Pries, Ed Snyder and Ed Valdespino regarding oral arguments. | JRB | 1.60 |
| 02/06/12 | Continue preparation for oral argument; travel to New Orleans for argument; | PMJ | 2.00 |
| 02/06/12 | Travel to New Orleans and prepare for argument; | EFV | 1.90 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 02/07/12 | Prepare for and present oral argument in Fifth Circuit Court of Appeals; return to Dallas; | PMJ | 2.10 |
| 02/07/12 | Prepare for and attend oral argument; return travel from New Orleans; | EFV | 1.10 |
| 02/08/12 | Intraoffice conference (DNK) regarding oral argument; exchange intraoffice e-mail correspondence (JRB) regarding same; | PMJ | 0.80 |
| 02/10/12 | Attend conference call with Committee (BDO); | DC | 0.50 |
| 2/18/12 | Prepare response brief; | EFV | 4.00 |
| 02/20/12 | Finalize and file response to Rule 28(j) letter; | PMJ | 0.50 |
| 02/29/12 | Analyze outstanding documents and input into electronic case file (BDO). | | |
| 03/05/12 | Review trial transcripts; | EFV | 4.60 |
| 03/06/12 | Receive and review trial transcripts; | EFV | 1.30 |
| 03/08/12 | Receive and review memo from Mr. Ahart regarding [redacted] and review supporting cases; | EFV | 3.90 |
| 03/19/12 | Review Fifth Circuit Opinion reversing and remanding; emails re same to Ed and Mike; | JRB | 0.20 |
| 03/27/12 | Receive and review trial testimony of Mr. [redacted] and [redacted]; | EFV | 5.20 |
| 03/29/12 | (BDO) Attend meeting with Receiver and Committee; return travel from Austin; | EFV | 2.20 |
| 04/02/12 | Review bills of costs; | PMJ | 0.30 |
| 04/02/12 | Review petition for rehearing of SEI Investments, Co. | JRB | 0.50 |
| 04/04/12 | Attend committee conference call meetings; | EFV | 2.80 |
| 04/11/12 | Review e-mail correspondence (co-counsel) regarding opinion rejecting SLUSA "upstream" theory; | PMJ | 0.10 |
| 04/16/12 | Receive and review Van Tassel testimony; | EFV | 3.20 |
| 04/19/12 | Review order denying petitions for rehearing; | JRB | 0.10 |
| 04/19/12 | Receive and review [redacted] Tier Three trial testimony; review tier three damage model | EFV | 6.20 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| | for BDO Siedman case; | | |
| 04/24/12 | Research regarding issues for BDO Siedman damage model; | EFV | 3.90 |
| 04/25/12 | Analyze part of DVD 3 of 6 of voluminous case file receivership documents 4/2011 and draft detailed index. | DC | 4.00 |
| 04/26/12 | Receive and review draft BDO complaint; prepare revisions to draft of complaint; | EFV | 5.20 |
| 04/30/12 | Exchange e-mail correspondence (co-counsel) regarding effect of certiorari petition on effectiveness of mandate; | PMJ | 0.30 |
| 04/30/12 | Analyze numerous documents in voluminous data on DVD # 3 of 6 of receivership documents 4/2011 and draft detailed index. | DC | 8.00 |
| 04/30/12 | Continue review of Van Tassel testimony for purposes of revising BDO complaint and damage model; revise draft complaint; telephone conference with Mr. Ahart regarding revised complaint; telephone conference with Mr. Snyder regarding revised complaint; | EFV | 7.70 |
| 05/15/12 | Conference with Ed Valdespino, review Kelsey Sproull's memorandum | JRB | 2.70 |
| 05/15/12 | (BDO) Receive and review Original Complaint and attached pleadings filed on May 9, 2012; | EFV | 1.80 |
| 05/16/12 | (BDO) Receive and review documents from Heather Cantu; | EFV | 1.80 |
| 05/16/12 | (BDO Review draft pleadings from Mr. Ahart; | EFV | 1.40 |
| 05/16/12 | (BDO) Address issues with Mr. Ahart; receive and review documents; | EFV | 1.40 |
| 05/24/12 | Review additional documents received from Chris Ahart; legal research and review of related documents; | JRB | 2.20 |
| 06/07/12 | Travel to Dallas for meeting with co-counsel; | EFV | 6.80 |
| 06/08/12 | (BDO) Attend witness meetings; | EFV | 8.40 |
| 06/09/12 | (BDO) Attend witness meeting; | EFV | 3.30 |
| 06/22/12 | (BDO) Receive and review additional documents; | EFV | 3.60 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 07/03/12 | Analyze many of documents on DVD 3 of 6 of massive receivership documents, prepare exhibits/index of documents. | DC | 5.60 |
| 07/06/12 | Analyze numerous receivership April 2011 documents and continue draft/preparation of exhibits/index. | DC | 5.00 |
| 07/09/12 | Continue analysis of voluminous documents from April, 2011 receivership documents and prepare exhibits/index. | DC | 4.30 |
| 07/16/12 | Continue analysis of voluminous receivership documents on DVD 3 and draft index. | DC | 6.00 |
| 07/18/12 | Address issues concerning Petition for Writ of Certiorari; | EFV | 3.80 |
| 07/23/12 | Intraoffice conference (JRB) regarding response to petition for writ of certiorari; | PMJ | 0.30 |
| 07/23/12 | Review legal authorities cited in Petition for Writ of Certiorari | JRB | 3.20 |
| 07/23/12 | Receive and review correspondence and various versions of deposition transcripts of Denise Groves, prepare exhibits, and forward with instructions for electronic file input (0.4); receive and review correspondence and various versions of transcripts of [redacted], prepare exhibits, and forward with instructions for electronic file input (0.4); continue analysis of voluminous receivership documents from DVD 3 of 6 and prepare index (6.2). | DC | 7.00 |
| 07/26/12 | Intraoffice conference (EFV) regarding response to petition for writ of certiorari; | PMJ | 0.30 |
| 07/27/12 | Commence drafting Brief in Opposition to Petition for Writ of Certiorari | JRB | 5.00 |
| 07/29/12 | Draft Brief in Opposition to Petition of Writ of Certiorari | JRB | 5.80 |
| 07/30/12 | Intraoffice conferences (JRB, EFV) regarding response to petitions for writs of certiorari; legal research regarding response; | PMJ | 1.00 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 08/01/12 | Draft brief in opposition to petition for writ for certiorari. | JRB | 4.30 |
| 08/04/12 | Continue to draft brief in opposition to petition for writ of certiorari. | JRB | 6.40 |
| 08/10/12 | Continue review and revision of draft response to petitions for writ of certiorari; intraoffice conference (EFV) regarding response to potential amicus curiae; | PMJ | 5.00 |
| 08/15/12 | Continue revision to draft response to certiorari petitions; exchange intraoffice e-mail correspondence (EFV, JRB) regarding same; | PMJ | 0.70 |
| 08/15/12 | Revise responsive brief; | EFV | 3.10 |
| 08/17/12 | Review proofs of response to certiorari petitions; intraoffice conference (EFV) regarding same; exchange intraoffice e-mail correspondence (EFV) regarding service list and number of copies; | PMJ | 0.80 |
| 08/17/12 | Revise brief; | EFV | 4.30 |
| 08/20/12 | Receive and review final edits from Cockle and revise brief; | EFV | 4.40 |
| 08/31/12 | Receive and review additional Amicus Brief; | EFV | 2.10 |
| 09/11/12 | Analyze receivership financial statement documents from various Stanford companies/countries and draft index. | DC | 6.30 |
| 09/12/12 | Analyze receivership financial statements and documents and draft index. | DC | 7.90 |
| 09/14/12 | Review replies to briefs in opposition; | PMJ | 0.50 |
| 09/18/12 | Analyze man entity wide financial statements on DVD 3 of 6 of voluminous April, 2011 receivership documents and draft index. | DC | 7.30 |
| 09/21/12 | Exchange intraoffice e-mail correspondence regarding filing of amicus curiae briefs; intraoffice conference (EFV) regarding same; | PMJ | 0.20 |
| 09/24/12 | Review amicus briefs. | JRB | 1.00 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 09/25/12 | Review order lists; prepare intraoffice e-mail correspondence (EFV, JRB) regarding same; | PMJ | 0.10 |
| 09/28/12 | Analyze financial statements and draft index. | DC | 7.20 |
| 10/02/12 | Prepare response to Solicitor General; | EFV | 4.20 |
| 10/03/12 | Analyze financial statements and draft index. | DC | 2.00 |
| 10/04/12 | Analyze financial statements/documents on DVD 3 of voluminous receivership documents and draft index. | DC | 6.90 |
| 10/08/12 | Analyze financial statements for various companies in receivership documents and draft index. | DC | 7.00 |
| 10/09/12 | Review emails regarding meeting wtih SEC. | JRB | 0.10 |
| 10/09/12 | Review SEC amicus brief in Dabit. | JRB | 0.80 |
| 10/09/12 | Prepare and send position documents to SEC; | EFV | 4.10 |
| 10/11/12 | Review talking points for meeting with SEC. | JRB | 0.10 |
| 10/11/12 | Prepare for and travel to Washington, DC for meeting with SEC; | EFV | 4.60 |
| 10/19/12 | Attend meetings with co-counsel; | EFV | 3.50 |
| 10/24/12 | Pre e-mail correspondence (SEC counsel) regarding copy of brief in opposition; | PMJ | 0.10 |
| 10/24/12 | Travel to New Orleans for meeting with counsel for [redacted]; | EFV | 1.20 |
| 10/25/12 | Attend meetings with counsel for [redacted] in New Orleans; return travel to San Antonio; | EFV | 2.60 |
| 10/26/12 | Conference with Ed Valdespino regarding meeting with SEC. | JRB | 0.30 |
| 11/06/12 | Review e-mail correspondence regarding meeting with Solicitor General's office; review potential travel arrangements; intraoffice conference (EFV) regarding same; | PMJ | 0.80 |
| 11/06/12 | Prepare for presentation to Office of Solicitor General; | EFV | 3.60 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 11/08/12 | Analyze receivership documents and draft index (6.5); prepare exhibits regarding various corporate entities flow charts (0.5). | DC | 7.00 |
| 11/13/12 | Prepare for and participate in conference call regarding meeting with Solicitor General's Office; intraoffice conference (EFV) regarding same; | PMJ | 1.10 |
| 11/14/12 | Receive and review Preis position statement; review and revise Troice position statement; | EFV | 3.30 |
| 11/16/12 | Travel to Washington for meeting with Solicitor General's Office; pre-meeting conference with co-counsel; attend and participate in meeting; | PMJ | 2.40 |
| 11/16/12 | Travel to Washington, DC for presentation to the Office of the U.S. Solicitor General; | EFV | 2.40 |
| 11/19/12 | Analyze receivership documents and draft index. | DC | 4.00 |
| 11/20/12 | Exchange intraoffice e-mail correspondence (JRB) regarding meeting with Solicitor General's Office; | PMJ | 0.30 |
| 11/21/12 | Attend conference call with co-counsel; | EFV | 3.10 |
| 11/29/12 | Analyze receivership documents and draft index. | DC | 8.00 |
| 12/12/12 | Travel to Washington, DC to meet with The Office of the Solicitor General; prepare for and attend meetings; | EFV | 3.20 |
| 12/14/12 | Review brief of United States as amicus curiae; intraoffice conference (EPV) regarding same; | PMJ | 0.70 |
| 12/17/12 | Conference call (co-counsel) regarding Solicitor General's brief; intraoffice conference (EPV) regarding supplemental brief; begin preparation of brief, including additional legal research in support thereof; | PMJ | 2.80 |
| 12/17/12 | Review brief for the United States amicus curiae. | JRB | 0.60 |
| 12/17/12 | Analyze receivership documents and draft | DC | 7.80 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| | index. | | |
| 12/19/12 | Revise draft supplemental brief in opposition; exchange e-mail correspondence (co-counsel) regarding same; | PMJ | 2.20 |
| 12/21/12 | Review proof of supplemental brief in opposition; telephone call (brief printer) regarding same; prepare intraoffice e-mail correspondence (EPV) regarding same; | PMJ | 1.00 |
| 01/04/13 | Review supplemental briefs in response to brief of United States as amicus curiae; | PMJ | 0.50 |
| 01/18/13 | Intraoffice conference (EPV) regarding status of Supreme Court case; review e-mail correspondence and voice mail regarding grant of certiorari; prepare e-mail correspondence (appellate team) regarding same; | PMJ | 0.50 |
| 01/22/13 | Review proposals for prospective SCOTUS counsel and attend conference calls regarding same; | EFV | 3.70 |
| 01/25/13 | Continue investigation of possible Supreme Court counsel; telephone call (EFV, Ed Snyder) regarding same; exchange e-mail correspondence (potential Supreme Court counsel) regarding status of case; prepare e-mail correspondence (Georgetown Moot Court program) regarding potential moot court; | PMJ | 1.00 |
| 01/25/13 | Attend conference calls to review prospective SCOTUS counsel; | EFV | 1.40 |
| 01/30/13 | Conference call regarding selection of Supreme Court counsel; intraoffice conference (EFV) regarding same; | PMJ | 0.70 |
| 02/01/13 | Identify material for inclusion in joint appendix; | PMJ | 1.70 |
| 02/07/13 | Review Preis designation of material for joint appendix; finalize and transmit e-mail correspondence (opposing counsel) regarding Troice designation of material; | PMJ | 0.20 |
| 02/11/13 | Conference calls regarding selection of Supreme Court counsel; | PMJ | 1.00 |
| 02/14/13 | Review BDO Seideman issues; | EFV | 2.20 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 02/21/13 | Exchange e-mail correspondence (co-counsel) regarding timing for amicus curiae briefs; | PMJ | 0.20 |
| 03/07/13 | Review, analyze, and comment on draft Goldstein outline and Snyder comments thereto; | PMJ | 1.40 |
| 03/08/13 | Attend SCOTUS conference call; | EFV | 0.80 |
| 03/11/13 | Prepare for [redacted] interviews in Houston; | EFV | 2.40 |
| 03/12/13 | Analyze receivership documents index. | DC | 7.00 |
| 03/18/13 | Travel to Mexico for client meetings and attend client meetings to discuss pending lawsuits; | EFV | 9.60 |
| 03/19/13 | Telephone call regarding amicus curiae participation; | PMJ | 0.50 |
| 03/19/13 | Prepare for and conduct client meetings in Mexico City; Respond to numerous client questions concerning pending litigation; Travel to Puebla. | MJH | 15.00 |
| 03/21/13 | Travel to Monterrey; respond to comunications from clients; prepare for and participate in client meeting in Monterrey to discuss pending litigation; meeting with M. Hopson to debrief regarding Monterrey meeting; | NAl | 13.50 |
| 03/26/13 | Review, revise, and comment on draft letter to potential amici; | PMJ | 0.90 |
| 03/28/13 | Review new Fifth Circuit case characterizing Stanford Ponzi scheme; exchange e-mail correspondence (co-counsel) regarding same; | PMJ | 0.40 |
| 04/01/13 | Address issues concerning Amicus briefs and strategy; | EFV | 2.10 |
| 04/09/13 | Participate in conference call regarding amici curiae; | PMJ | 0.60 |
| 04/22/13 | Review draft joint appendix; exchange e-mail correspondence regarding deficiencies therein; | PMJ | 0.40 |
| 04/23/13 | Exchange e-mail correspondence regarding joint appendix; | PMJ | 0.20 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 04/23/13 | Prepare Joint Appendix for SCOTUS filings; | EFV | 2.40 |
| 04/26/13 | Review e-mail correspondence regarding gathering of government position statements; | PMJ | 0.20 |
| 05/03/13 | Review SCOTUS briefs; | EFV | 4.80 |
| 05/07/13 | Review brief for petitioners. | JRB | 0.90 |
| 05/09/13 | Review e-mail correspondence regarding themes for brief of respondents; | PMJ | 0.40 |
| 05/13/13 | Continue review of briefs of petitioners; | PMJ | 0.70 |
| 05/14/13 | Attend SCOTUS planning meeting; | EFV | 2.50 |
| 05/19/13 | Intraoffice conference (LG) regarding status of appeal; | PMJ | 0.20 |
| 05/22/13 | Address BDO issues; | EFV | 1.70 |
| 06/01/13 | Exchange e-mail correspondence (Tom Goldstein) regarding brief of respondents; | PMJ | 0.10 |
| 06/11/13 | Review extensive recent e-mail traffic regarding brief of respondents and supporting amicus curiae briefs; | PMJ | 0.70 |
| 06/17/13 | Receive and review BDO memorandum of law; | EFV | 4.30 |
| 06/17/13 | Receive and review draft SCOTUS outline; | EFV | 3.80 |
| 06/19/13 | Address BDO issues; legal research regarding outstanding BDO issues. | EFV | 6.40 |
| 06/23/13 | Conference call to discuss outstanding BDO issues; | EFV | 3.80 |
| 06/25/13 | Address outstanding issues in BDO case; | EFV | 2.70 |
| 06/28/13 | Receive and review various position papers regarding outstanding BDO issues; | EFV | 1.30 |
| 07/02/13 | Begin review of new draft of brief of respondents; participate in conference call regarding receiver/examiner amicus curiae brief; | PMJ | 1.30 |
| 07/03/13 | SCOTUS briefing; | EFV | 4.00 |
| 07/05/13 | Continue review of and comment on Goldstein draft of brief of respondents; review Snyder comments regarding same; | PMJ | 1.50 |
| 07/08/13 | Analyze receivership documents and draft index. | DC | 5.90 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 07/10/13 | SCOTUS briefing; | EFV | 3.20 |
| 07/11/13 | Analyze receivership documents and draft index. | DC | 7.20 |
| 07/15/13 | Review, revise, and comment upon draft brief of respondents; exchange e-mail correspondence (team) regarding same; review draft brief; | PMJ | 4.40 |
| 07/16/13 | Exchange e-mail correspondence (SCOTUS counsel) regarding cite-checking of brief; intraoffice conferences (MM) regarding same; | PMJ | 0.50 |
| 07/16/13 | SCOTUS briefing; | EFV | 2.80 |
| 07/24/13 | Review e-mail correspondence regarding oral argument setting; | PMJ | 0.10 |
| 08/07/13 | Prepare correspondence (co- counsel) regarding amicus curiae brief; prepare intraoffice e-mail correspondence (EFV) regarding attendance at moot courts and oral argument; | PMJ | 0.50 |
| 08/12/13 | Review brief of respondents as- filed; review PIABA, et al., amicus brief; review SIFMA amicus curiae brief; | PMJ | 0.80 |
| 08/12/13 | Review (1) amicus brief of Public Investors, Arbitration Bar Association, AARP, Network for Investor Action and Protection, (2) amicus brief of the National Association of Bankruptcy Trustees; (3) amicus brief of 16 law professors; and (4) amicus brief of Occupy the SEC. | JRB | 1.70 |
| 08/20/13 | Exchange e-mail correspondence (team) regarding oral argument and moot courts; | PMJ | 0.30 |
| 09/01/13 | Review SIMFA amicus curiae brief; | PMJ | 0.40 |
| 09/09/13 | Travel to Dallas and attend meeting with Receiver; | EFV | 11.60 |
| 09/10/13 | Review e-mail correspondence regarding moot courts; | PMJ | 0.10 |
| 09/12/13 | Conference call regarding oral argument; | PMJ | 0.50 |
| 09/23/13 | Review e-mail traffic regarding 12(b)(6) ruling; briefly review Second Circuit [redacted]; | PMJ | 0.10 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 09/23/13 | Review Amicus Brief; | EFV | 2.60 |
| 10/02/13 | Travel to Washington for oral argument moot court; | PMJ | 2.20 |
| 10/03/13 | Attend and participate in oral argument moot court; return to Dallas; | PMJ | 3.10 |
| 10/05/13 | Travel to D.C. for SCOTUS argument; attend preparation review meeting with co-counsel; | EFV | 1.10 |
| 10/06/13 | Travel to Washington for Supreme Court oral argument; | PMJ | 1.50 |
| 10/06/13 | Attend SCOTUS argument preparation meeting; | EFV | 3.20 |
| 10/07/13 | Attend oral argument in Supreme Court of the United States; return to Dallas; | PMJ | 3.00 |
| 10/07/13 | Attend SCOTUS argument; | EFV | 3.00 |
| 10/08/13 | Attend post argument wrap-up and review press comments; | EFV | 0.80 |
| 10/10/13 | Intraoffice conference (DNK) regarding oral argument; | PMJ | 0.10 |
| 02/18/14 | Receive and review [redacted] deposition transcripts; sign confidentiality agreement regarding [redacted]; | EFV | 1.20 |
| 02/26/14 | Review Supreme Court opinion affirming 5th Circuit. | JRB | 0.40 |
| 03/04/14 | Review Supreme Court opinion; | PMJ | 0.40 |
| 05/12/14 | Complete review of pleadings from BDO matter; | MMC | 3.50 |
| 05/12/14 | Begin review of co-counsel files; | MMC | 0.60 |
| 07/11/14 | Travel to Dallas for meeting with co-counsel; | EFV | 10.20 |
| 07/21/14 | Receive and review BDO agreement and execute for Committee; | EFV | 1.70 |
| 08/06/14 | Receive and review draft of BDO report; | EFV | 3.40 |
| 08/06/14 | Review BDO report and attached exhibits; | EFV | 2.70 |
| 08/11/14 | Conference call to discuss BDO demand and mediation; | EFV | 3.60 |
| 08/18/14 | Receive and review BDO mediation position paper from Defendants with attached exhibits; | EFV | 3.40 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| 08/19/14 | Analyze reply briefs filed by defendants in BDO mediation statement; | EFV | 1.20 |
| 08/26/14 | Receive and review questions from (BDO) mediator; conference with BDO co-counsel regarding proposed questions; receive and review Goolsby report for BDO mediation; | EFV | 6.60 |
| 08/27/14 | Travel to New York for BDO mediation; meeting with co-counsel to plan mediation strategy (BDO) | EFV | 10.50 |
| 08/28/14 | Prepare for and attend BDO mediation; | EFV | 10.80 |
| 09/11/14 | (BDO) Receive and review transcript of Alvarado deposition; | EFV | 2.70 |
| 09/11/14 | (BDO) Receive and review operational report and findings; | EFV | 2.80 |
| 09/11/14 | Receive and review emails from Mr. Hohman and opinion letter(BDO); | EFV | 1.20 |
| 09/18/14 | Receive and review emails regarding BDO issues; | EFV | 1.30 |
| 09/29/14 | Receive and review draft motion to approve BDO settlement; | EFV | 1.20 |
| 11/10/14 | Receive and review BDO settlement document edits; | EFV | 1.30 |
| 11/11/14 | Receive and review revised BDO settlement documents and confer with co-counsel; | EFV | 2.20 |
| 11/21/14 | Conference regarding BDO dispute; | EFV | 1.10 |
| 12/02/14 | Address BDO settlement issues with co-counsel; | EFV | 2.60 |
| 12/18/14 | Address BDO settlement issues; | EFV | 3.70 |
| 12/18/14 | Address BDO settlement issues; | EFV | 2.20 |
| 12/27/14 | Address BDO settlement issues; | EFV | 4.20 |
| 01/28/15 | Attend BDO conference call; | EFV | 1.80 |
| 01/29/15 | Receive and review draft bar order and notice for BDO settlement; | EFV | 0.80 |
| 01/29/15 | Review BDO documents for motion to approve settlement; | EFV | 1.20 |
| 02/13/15 | Receive and review BDO memo and cases; | EFV | 2.30 |
| 02/17/15 | Attend BDO conference call; | EFV | 2.20 |
| 02/17/15 | Receive and review emails from Buncher and | EFV | 1.40 |

| DATE | DESCRIPTION | NAME | HOURS |
|---|---|---|---|
| | Receiver regarding BDO settlement issues; | | |
| 02/27/15 | Receive and review emails regarding BDO settlement issues; receive and review list of issues from BDO and responses from Mr. Buncher and Receiver's counsel; review latest draft of settlement documents; | EFV | 3.20 |
| 03/20/15 | Receive and review revised BDO settlement draft; | EFV | 2.10 |
| 04/15/15 | (BDO) Work on motion to approve settlement and related pleadings; | EFV | 5.20 |
| 04/16/15 | (BDO) Continue work on motion to approve settlement and related pleadings; | EFV | 4.40 |
| 04/17/15 | (BDO) Work on motion to approve settlement and related pleadings; | EFV | 4.70 |
| 04/30/15 | (BDO) Work on BDO motion to approve; and related pleadings. | EFV | 4.20 |

**NAME RECAP**

| INIT | NAME | RATE | HOURS |
|---|---|---|---|
| MMC | Merritt Clements | $600 | 30.40 |
| EFV | Edward F. Valdespino | $600 | 955.69 |
| AK | Andy Kerr | $600 | 12.90 |
| STD | Stephen T. Dennis | $480 | 4.40 |
| DL | Dan Lanfear | $450 | .60 |
| MJH | Margaret Hopson | $575 | 15.00 |
| DC | David Cibrian | $600 | 8.80 |
| JRG | Judith R. Blakeway | $650 | 146.60 |
| PMJ | Mike Jung | $650 | 80.10 |
| YM2 | Yvonne Mueller | $220 | 3.80 |
| NA1 | Nora Alvarado | $220 | 25.70 |
| DC | Donna Chance | $220 | 223.30 |
| | TOTAL | | 1507.29 |

**TOTAL FEES $818,652**

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF TEXAS**
**DALLAS DIVISION**

| | | |
|---|---|---|
| SECURITIES AND EXCHANGE COMMISSION, | § | |
| | § | |
| Plaintiff, | § | |
| | § | |
| v. | § | Case No. 3:09-cv-0298-N |
| | § | |
| STANFORD INTERNATIONAL BANK, LTD., *et al.*, | § | |
| | § | |
| Defendants. | § | |

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**DECLARATION OF PETER D. MORGENSTERN, ESQ.**
**IN SUPPORT OF REQUEST FOR AWARD OF**
**ATTORNEYS FEES AND COSTS**

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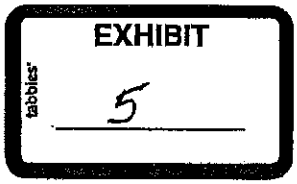
I, Peter D. Morgenstern, hereby declare under penalty of perjury the following:

**A. Curriculum Vitae**

1. My name is Peter D. Morgenstern. I am an attorney and have been duly admitted to practice law in the state of New York since 1983. I am also admitted to practice before the United States District Courts for the Southern and Eastern Districts of New York. By Order dated May 26, 2009, I was admitted pro hac vice to practice before this Court in connection with litigation related to the Stanford receivership cases. I am a partner in the law firm of Butzel Long, professional corporation ("BL"), a Michigan-based firm with branch offices in New York and Washington, D.C. I am a resident partner in BL's New York office. BL has a broad nationwide legal practice, including groups of attorneys who practice in the areas of corporate law, litigation and like me, attorneys who practice in the areas of complex commercial litigation, bankruptcy and insolvency law. For over thirty years, I have concentrated my practice



exclusively in the areas of commercial litigation and insolvency-related matters. I was previously a partner at a large full-service international law firm, and headed the bankruptcy and insolvency practice at one of its regional offices. After relocating to New York several years ago, I became a name partner in a mid-size litigation boutique, and then joined BL in 2011 as a partner.

2. I have extensive experience representing creditors and other stakeholders in litigation relating to or arising from significant insolvencies (including bankruptcy cases, state court liquidation proceedings and out of court restructurings), major frauds, and Ponzi schemes, all on behalf of injured investors and creditors. I have participated as the lead attorney and as part of a team of attorneys who successfully prosecuted actions against third parties who were alleged to have been involved in, or profited from such frauds and Ponzi schemes. For instance, I was the lead attorney representing the court-appointed equity committee in the chapter 11 case of Adelphia Communications, Inc. (a massive Ponzi scheme); the class action plaintiffs in In re Bennett Funding, Inc. (a massive Ponzi scheme); a large investor group in the case of Tyco, Inc. (major fraud case); special counsel to the court-appointed equity committee of Calpine, Inc. (chapter 11 case); the Official Retiree Committee in connection with Outboard Marine, Inc. (chapter 11 case), and am currently representing major creditors in connection with the pending insolvency proceedings arising from the massive Madoff fraud, among many other notable representations during my career. A detailed description of BL's practice, and my biography, background and experience, are set forth on BL's website, at www.butzel.com.

**B. The BDO Lawsuits**

3. I am submitting this Declaration in support of the Motion for Order Approving Proposed Settlement with BDO USA, LLP, BDO International, Ltd., BDO Global Coordination

B.V. and Brussels Worldwide Services BVBA and for Entry of Bar Order, Approving Notice and Entry of Scheduling Order, and Approving Attorneys' Fees (the "Motion"). The settlement for which approval is sought in the Motion settles all claims asserted against the three Defendants named above in Civil Action No. 3:09-cv-0298-N for the aggregate amount of $40,000,000.00.

4. The law firm of Neligan Foley LLP ("Neligan Foley") has acted as lead counsel for the plaintiffs in this litigation, and I respectfully refer the Court to the accompanying declaration of Douglas Buncher, Esq. of Neligan Foley for the detailed facts and circumstances relating to this litigation and the proposed settlement. BL has acted as co-counsel in this litigation.

5. In addition to representing a group of hundreds of individual clients in Stanford-related cases, whose claims aggregate in excess of $400 million, I also serve as a member of The Official Stanford Investors Committee (the "OSIC") appointed by this Court by Order dated August 10, 2010 (the "Committee Order"). I was instrumental in the establishment of the OSIC to represent the interests of Stanford victims in these cases, with the goal of empowering the real stakeholders in these cases with a meaningful voice and role in attempting to maximize their ultimate recoveries. The Order appointing the OSIC enabled victims, through the OSIC to prosecute actions against third parties in cooperation with the Receiver and Examiner, or separately when appropriate, under the terms of the Committee Order. Other than fraudulent transfer actions brought by OSIC, the other lawsuits brought by the OSIC are in addition to pending class action cases brought on behalf of individual creditors in parallel with the OSIC's cases by BL and various of our co-counsel.

6. Since the appointment of the OSIC, BL has worked closely with our co-counsel, including fellow OSIC members Edward Snyder (of Castillo Snyder) and Edward Valdespino (of Strasburger & Price) and with Neligan Foley and the Examiner, to share information, strategize and collaboratively take appropriate actions, including prosecuting lawsuits against third parties, all with the goal of maximizing recoveries to Stanford victims. In some of these litigations, BL acts as lead counsel, and also acts as co-counsel in certain other cases, including the instant case. The coordination and collaboration of counsel is necessary and desirable to further the interests of Stanford victims, and has been the hallmark of the prosecution of this and other actions on behalf of investors and the Receivership estates. While various plaintiffs' counsel have assumed different levels of responsibility in each of the dozens of Stanford-related litigations, the sharing of information, and the overlap of facts and the law developed on joint litigation have been highly useful to the successful prosecution or settlement of this case and other pending litigations.

**C. Stanford-Related Litigation**

7. As noted above, since early 2009, BL was retained by hundreds of Stanford victims with claims exceeding four hundred million dollars, who sought assistance in asserting their interests in connection with the Receivership case, and to take appropriate legal steps to maximize their recoveries by prosecuting dozens of cases against various third parties, including banks, law firms and even foreign governments. I have personally devoted most of my professional efforts to representing Stanford victims during the course of the last six years, as has my colleague Joshua Abraham, Of Counsel to BL.

8. BL has actively participated in, or has monitored, all Stanford-related litigations. Through my membership on the OSIC, and as putative class counsel in various cases since 2009,

I have devoted significant time to matters other than just litigation against third parties, including participating in the establishment of the claims protocol, litigation, and negotiations with the Antiguan Joint Liquidators, meetings of the OSIC, monitoring related criminal proceedings and communications with various government representatives.

9. BL and my predecessor firms began their investigation of potential third-party claims which might be asserted on behalf of the Stanford victims immediately upon our retention in early 2009. Based on information discovered during this joint investigation with its various co-counsel, BL and my predecessor firms initiated several class action lawsuits on behalf of the investor plaintiffs.

10. BL is acting as lead counsel or co-counsel to the investor plaintiffs and the OSIC in Stanford-related litigation against third-party professionals and service providers, including banks, law firms, and other financial institutions. BL is also jointly handling many of the fraudulent transfer cases brought by the OSIC and the Receiver pursuant to an agreement approved by the Court by order dated February 25, 2011 [Docket No. 1267].

**D. Time and Effort of Plaintiffs' Counsel**

11. This Court is aware simply from legal filings alone of the extraordinary amount of time and effort that has been devoted to these incredibly complex cases by BL, its co-counsel and counsel to other parties seeking recoveries for Stanford creditors, including the Receiver and the Examiner. The Court's docket in the dozens of Stanford cases, however, provides just a snapshot of these efforts. These complex cases, involving billions of dollars in potential claims for defrauded Stanford investors, some of which are still in their early stages, have required a tremendous amount of attorney and other professional time and effort to investigate the facts, research the relevant legal issues, coordinate and strategize with counsel and clients regarding

the handling of the cases, conducting discovery, prepare briefs and motions, attempt to negotiate settlements, and prepare cases for summary judgment and/or trial. Plaintiffs' counsel have jointly spent thousands of hours since 2009 in their investigation and prosecution of the lawsuits referenced above, including the BDO lawsuits. It is noteworthy that BL and the other plaintiff's attorneys have to date received little compensation while these cases have been actively litigated before this Court, the Fifth Circuit Court of Appeals, and even to the Supreme Court of the United States. It is particularly relevant that plaintiffs' counsel, including BL, have prosecuted these cases on a contingency fee basis, without any regular hourly compensation.

## ATTORNEYS' FEES

### A. The Contingency Fee Agreement

12. As noted in the Neligan Declaration, Plaintiffs' Counsel have been jointly handling the lawsuits referenced above, including the BDO Lawsuits, pursuant to twenty-five percent (25%) contingency fee agreements with the OSIC (in cases in which the OSIC is a named-Plaintiff) and pursuant to retainer agreements with individual clients which provide for the payment of fees **only from recoveries** of no less than 25% in investor class action lawsuits.

13. Attached as **Exhibit B** to the Neligan Declaration is a true and correct copy of the fee agreement between Plaintiffs' Counsel and OSIC for the BDO Lawsuit (the "Fee Agreement").

14. As stated in the Motion, the Movants seek Court approval to pay Plaintiffs' Counsel a fee equal to an aggregate of twenty-five percent (25%) of the Net Recovery (*i.e.*, the settlement amount less allowable disbursements).

15. As set forth in the Neligan Declaration, a twenty-five pereent (25%) contingency fee for plaintiffs' counsel has previously been approved as reasonable by this Court in its order

approving the Receiver's agreement with the OSIC regarding the joint prosecution of fraudulent transfer and other claims by the Receiver and the OSIC (the "OSIC-Receiver Agreement"). *See* Doc. 1267, p. 2 ("The Court finds that the fee arrangement set forth in the Agreement is reasonable."); *see also* Agreement [Doc. 1208] p. 3 (providing a "contingency fee" of twenty-five percent (25%) of any Net Recovery in actions prosecuted by OSIC's designated professionals).

16. It is my opinion that the fee requested in the Motion is reasonable in comparison to the total net amount to be recovered for the benefit of the Stanford investors from this settlement. The twenty-five percent (25%) contingency fee was negotiated at arm's length between the OSIC and Plaintiffs' Counsel, and is substantially below the typical market rate contingency fee percentage of 33% to 40% that most law firms require to handle cases of similar complexity and magnitude.

**B. Plaintiffs' Counsel's Efforts**

17. BL has devoted a tremendous amount of time and incurred significant expenses in preparing and prosecuting the Stanford-related lawsuits in which it serves as counsel or co-counsel. BL has devoted thousands of hours worth several million dollars to Stanford-related matters since 2009. Of this amount, BL attorneys spent approximately 78.60 hours on the BDO case (which a lodestar value of approximately $56,500.00). As stated above, I respectfully submit that the proposed settlement is not only the result of the specific efforts of counsel in the BDO case, but is the result of many years of effort, and thousands of hours of work by the Receiver, the OSIC, Investor Plaintiffs and Plaintiffs' Counsel as described herein. But for the efforts of these parties, and the efforts of BL described herein, there would be no BDO Settlement.

18. I respectfully submit that an award of attorneys' fees equal to twenty-five percent (25%) of the net recovery from the BDO settlement, as requested, is reasonable and appropriate considering the significant time, effort, and resources which BL and the other firms retained by the OSIC have invested in investigating the Stanford fraud, prosecuting and resolving this claim, and prosecuting the other Stanford-related litigation.

Dated: April 8, 2015

Peter D. Morgenstern

245521.1

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF TEXAS**
**DALLAS DIVISION**

| | | |
|---|---|---|
| THE OFFICIAL STANFORD INVESTORS COMMITTEE, | § | |
| Plaintiff, | § | |
| v. | § | Civil Action No. 3:12-cv-01447-N |
| BDO USA, LLP, *et al.*, | § | |
| Defendants. | § | |

**ORDER APPROVING ATTORNEYS' FEES**

Before the Court is the Expedited Request for Entry of Scheduling Order and Motion to Approve Proposed Settlement with BDO USA, LLP, to Approve the Proposed Notice of Settlement with BDO USA, LLP, to Enter the Bar Order, to Enter the Final Judgment and Bar Order, and for Plaintiffs' Attorneys' Fees (the "Motion") of the Court-appointed Official Stanford Investors Committee (the "Committee"). [ECF No. ____]. This Order addresses the request for approval of Plaintiffs'[1] attorneys' fees contained within the Motion. All relief requested in the Motion other than the request for approval of attorneys' fees was addressed in the Court's Final Judgment and Bar Order entered on _____, 2015 [ECF No. _____].

With respect to Plaintiffs' request for approval of Plaintiffs' attorneys' fees, the Court finds that the 25% contingency fee agreements between Plaintiffs and Plaintiffs' counsel is reasonable and consistent with the percentage charged and approved by courts in other cases of this magnitude and complexity. The Stanford Receivership and the ancillary litigation such as

[1] The Plaintiffs referred to in the Motion are the Committee in this case, the two named Investor Plaintiffs in Civil Action No. 3:11-CV-01115-N, and the Receiver.

EXHIBIT
tabbies 6

the companion Investor Litigation[2] (Civil Action No. 3:11-CV-01115-N) and this action against the BDO Entities are extraordinarily complex and time-consuming and have involved a great deal of risk and capital investment by Plaintiffs' counsel as evidenced by the Declarations of Plaintiffs' counsel submitted in support of the request for approval of their fees. Both the Motion and the Declarations provide ample evidentiary support for the award of the Plaintiffs' attorneys' fees set forth in this Order.

Trial courts can determine attorneys' fee awards in common fund cases such as this one using different methods. The common-fund doctrine applies when "a litigant or lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *In re Harmon*, No. 10-33789, 2011 WL 1457236, at *7 (Bankr. S.D. Tex. Apr. 14, 2011) (quoting *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)).

One method for analyzing an appropriate award for Plaintiffs' attorneys' fees is the percentage method, under which the court awards fees based on a percentage of the common fund. *Union Asset Management Holding A.G. v. Dell, Inc.*, 669 F.3d 632, 642–43 (5th Cir. 2012). The Fifth Circuit is "amenable to [the percentage method's] use, so long as the *Johnson* framework is utilized to ensure that the fee award is reasonable." *Id.* at 643 (citing *Johnson v. Georgia Hwy. Express, Inc.*, 488 F.2d 714 (5th Cir. 1974)). The *Johnson* factors include: (1) time and labor required; (2) novelty and difficulty of the issues; (3) required skill; (4) whether other employment is precluded; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations; (8) the amount involved and the results obtained; (9) the attorneys' experience, reputation and ability; (10) the "undesirability" of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. See

[2] Capitalized terms not defined herein shall have the meaning set forth in the Motion.

*Johnson*, 488 F.2d at 717-19.

Thus, when considering fee awards in class action cases "district courts in [the Fifth] Circuit regularly use the percentage method blended with a *Johnson* reasonableness check." *Id.* (internal citations omitted); *see Schwartz v. TXU Corp.*, No. 3:02–CV–2243–K (lead case), 2005 WL 3148350, at *25 (N.D. Tex. Nov. 8, 2005) (collecting cases). While the Fifth Circuit has also permitted analysis of fee awards under the lodestar method, both the Fifth Circuit and district courts in the Northern District have recognized that the percentage method is the preferred method of many courts. *Dell*, 669 F.3d at 643; *Schwartz*, 2005 WL 3148350, at *25. In *Schwartz*, the court observed that the percentage method is "vastly superior to the lodestar method for a variety of reasons, including the incentive for counsel to 'run up the bill' and the heavy burden that calculation under the lodestar method places upon the court." 2005 WL 3148350, at *25. The court also observed that, because it is calculated based on the number of attorney-hours spent on the case, the lodestar method deters early settlement of disputes, such as the settlement in this case. *Id.* Thus, there is a "strong consensus in favor of awarding attorneys' fees in common fund cases as a percentage of the recovery." *Id.* at *26.

While the BDO Settlement is not a class action settlement, because the settlement is structured as a settlement with the Committee, with a Bar Order and dismissal of the Investor Litigation, this Court has analyzed the award of attorneys' fees to Plaintiffs' counsel under both the common fund and the *Johnson* approach. Whether analyzed under the common fund approach, the *Johnson* framework, or both, the 25% fee sought by Plaintiffs' counsel pursuant to their fee agreements is reasonable and is hereby approved by the Court.

Having reviewed the Declarations of Plaintiffs' counsel and the billing records reflecting the investment of thousands of hours and millions of dollars of attorney time in the Stanford

cases as a whole and in the litigation against the BDO Entities specifically, the Court finds that the proposed 25% fee for Plaintiffs' counsel is a reasonable percentage of the common fund (*i.e.* the $40 million settlement). "The vast majority of Texas federal courts and courts in this District have awarded fees of 25%-33% in securities class actions." *Schwartz*, 2005 WL 3148350, at *31 (collecting cases). "Indeed, courts throughout this Circuit regularly award fees of 25% and more often 30% or more of the total recovery under the percentage-of-the recovery method." *Id.* The Court further finds that the fee is reasonable based upon the Court's analysis of the *Johnson* factors.

A review of the *Johnson* factors that are discussed at length in the Motion and supported by Plaintiffs' attorneys' Declarations and billing statements also demonstrates that the proposed 25% fee is reasonable and should be approved.

With respect to the time and labor required, Plaintiffs' Counsel invested a tremendous amount of time and labor in this case as reflected in the Buncher, Snyder, Valdespino and Morgenstern Declarations. Plaintiffs' counsel have spent over six years and thousands of hours investigating and pursuing claims against third parties, including the BDO Entities, on behalf of the Stanford Receivership Estate and the Stanford Investors. Neligan Foley alone has almost 5,700 hours and $2.5 million worth of attorney and paralegal time invested in the Stanford lawsuits, including the Committee and Investor Litigation. Neligan Foley was lead counsel among Plaintiffs' Counsel in the Committee and Investor Litigation. Neligan Foley has almost 1,200 hours and over $600,000 of unpaid attorney and paralegal time invested in the Committee and Investor Litigation. *See* Buncher Declaration. Strasburger & Price also has thousands of hours and millions of dollars of time invested in pursuing claims against third parties related to the Stanford Receivership, and 1,507 hours of attorney and paralegal time

worth $818,652 attributable to the BDO litigation. *See* Valdespino Declaration. Castillo Snyder has over $7 million invested in the Stanford cases overall, and 696 hours and $402,430 in time invested in the BDO litigation. *See* Snyder Declaration. Butzel Long has devoted thousands of hours of time worth several million dollars to Stanford-related matters since 2009, and has 78.6 hours of time worth $56,500 invested in the BDO cases alone. *See* Morgenstern Declaration.

The issues presented in the Committee and Investor Litigation were novel, difficult and complex. Several of the complex legal and factual issues are outlined in the Motion. Given the complexity of the factual and legal issues presented in this case, the preparation, prosecution, and settlement of this case required significant skill and effort on the part of Plaintiffs' Counsel. Although participation in the Committee and Investor Litigation did not necessarily preclude Plaintiffs' Counsel from accepting other employment, the Declarations reveal that the sheer amount of time and resources involved in investigating, preparing, and prosecuting the Committee and Investor Litigation, as reflected by the hours invested in the Committee and Investor Litigation and the Stanford case generally, significantly reduced Plaintiffs' Counsel's ability to devote time and effort to other matters.

The 25% fee requested is also below the typical market rate contingency fee percentage of 33% to 40% that most law firms would demand to handle cases of this complexity and magnitude. *See Schwartz*, 2005 WL 3148350, at *31 (collecting cases and noting that 30% is standard fee in complex securities cases). In certain instances, including the Committee and Investor Litigation prior to the retention of Neligan Foley, the Committee interviewed other potential counsel who refused to take on the lead counsel role in the Committee and Investor Litigation without a higher percentage fee. Buncher Decl. at ¶ 34.

At the time of the BDO Settlement, Plaintiffs were not subject to significant time

limitations in the Committee and Investor Litigation, as the lawsuits were at the dismissal stage. However, had the cases not settled, the BDO Entities had stated their intent to move to compel arbitration of the Committee case [Buncher Decl. at ¶¶ 17-18], and arbitration would have proceeded on a much faster track to a final hearing, placing more significant time limitations on Plaintiffs' counsel to complete discovery and prepare the case for trial.

The $40 million to be paid by BDO USA represents a substantial settlement and value to the Receivership. This factor also supports approval of the requested fee. The Declarations further reflect that Plaintiffs' Counsel have represented numerous receivers, bankruptcy trustees, and other parties in complex litigation matters related to equity receiverships and bankruptcy proceedings similar to the Stanford receivership proceeding. Plaintiffs' Counsel have been actively engaged in the Stanford proceeding since its inception. Thus, the attorneys' experience, reputation and ability also support the fee award. The nature and length of the professional relationship between the law firms and the Committee further support the fee award. Plaintiffs' attorney have been working with the Committee for almost five years on virtually all of the major Stanford third party lawsuits brought by the Committee.

Finally, awards in similar cases, with which this Court is familiar, as well as those discussed in the *Schwarz* opinion, all support the fee award. The Court also notes that a 25% contingency fee has previously been approved as reasonable by this Court in its order approving the Receiver's agreement with the Committee regarding the joint prosecution of fraudulent transfer and other claims by the Receiver and the Committee (the "OSIC-Receiver Agreement"). See SEC Action ECF No. 1267, p. 2 ("The Court finds that the fee arrangement set forth in the Agreement is reasonable."); see also OSIC-Receiver Agreement SEC Action ECF No. 1208, Ex. A, p. 3 (providing a "contingency fee" of 25% of any Net Recovery in actions prosecuted by the

Committee's designated professionals). Thus, the Court finds the same 25% fee is well within the range of reasonableness for cases of the magnitude and complexity of the Committee and Investor Litigation.

For these reasons, the Court hereby approves the award of Plaintiffs' attorneys' fees in the amount of $9,956,265.48 as requested in the Motion. The Receiver is, therefore,

ORDERED to pay Plaintiffs' counsel attorneys' fees in the amount of $9,956,265.48 upon receipt of the Settlement Amount in accordance with the terms of the BDO Settlement Agreement.

Signed on _____, 2015

_____
DAVID C. GODBEY
UNITED STATES DISTRICT JUDGE

**DECLARATION OF EXAMINER JOHN J. LITTLE**

Pursuant to 28 U.S.C. § 1746, I, John J. Little, hereby declare under penalty of perjury that I have personal knowledge of the following facts:

1. My name is John J. Little. I am over the age of eighteen (18) and am competent to make this Declaration.

2. I am admitted to practice law in the State of Texas, and am admitted to practice before various federal courts, including the United States Supreme Court, the U.S. Courts of Appeal for the Fifth and Eleventh Circuits, the United States Tax Court and the U.S. District Courts for the Northern, Eastern and Southern Districts of Texas. I have been practicing law in Dallas, Texas since 1983, and have been a partner in the Dallas law firm Little Pedersen Fankhauser, LLP, since 1994.

3. By Order dated April 20, 2009, I was appointed by Judge David C. Godbey (the "Court") to serve as the Examiner in the Stanford Financial Group receivership proceedings. *SEC v. Stanford International Bank, Ltd., et al.*, Civil Action No. 3:09-CV-0298-N, Doc. No. 322 (the "Examiner Order"). Pursuant to the Examiner Order, I was directed to "convey to the Court such information as the Examiner, in his sole discretion, shall determine would be useful to the Court in considering the interests of the investors in any financial products, accounts, vehicles or ventures sponsored, promoted or sold by any Defendants[1] in this action (the "Investors")." I have served as Examiner in the Stanford Financial Receivership proceedings continuously since my appointment.

[1] The Defendants include Stanford International Bank, Ltd., Stanford Group Company, Stanford Capital Management, LLC, Robert Allen Stanford, James M. Davis, Laura Pendergest-Holt, Stanford



EXHIBIT 1 tabbies

4. By Order dated August 10, 2010, the Court created the Official Stanford Investors Committee ("OSIC") to represent Stanford Investors in the Stanford Financial Receivership proceedings and all related matters. *SEC v. Stanford International Bank, Ltd., et al.*, Civil Action No. 3:09-CV-0298-N, Doc. No. 1149 (the "OSIC Order"). The OSIC Order defined "Stanford Investors" as "the customers of SIBL who, as of February 16, 2009, had funds on deposit at SIBL and/or were holding certificates of deposit issued by SIBL." OSIC Order at 2. The OSIC Order conferred upon the OSIC "rights and responsibilities similar to those of a committee appointed to serve in a bankruptcy case." The OSIC Order appointed me, as Examiner, to serve as a member of the OSIC and as its initial Chair. I have served as the Chair of the OSIC since its formation and continue to so serve.

5. The OSIC Order specifically authorized the OSIC to pursue claims on a contingency fee basis against (a) Stanford's pre-receivership professionals, and (b) the officers, directors and employees of any Stanford entity.[2] OSIC Order at 8.

6. On May 26, 2011, Philip Wilkinson and Pam Reed, two individual Stanford Investors (as putative representatives of a class of similarly situated plaintiffs), filed an action against BDO USA, LLP and BDO International Ltd. Civil Action No. 3:11-CV-01115-N in the Northern District of Texas, Dallas Division (the "Investor Action"). The action was filed by the law firms Hohmann, Taube & Summers, L.L.P. ("HTS") and

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Financial Group, The Stanford Financial Group Bldg. Inc. The Receivership encompasses Defendants and all entities they own or control.

[2] This authority was limited in that the OSIC could not pursue claims that were duplicative of claims already being prosecuted by the Receiver. OSIC Order at 8.

Castillo Snyder, P.C. ("CS"). An amended complaint was filed in the Investor Action on September 2, 2011, that added BDO Global Coordination, B.V. and Brussels Worldwide Services, BVBA as Defendants. The amended complaint was filed by HTS and CS. BDO USA, LLP, BDO International Ltd., BDO Global Coordination, B.V. and Brussels Worldwide Services, BVBA are referred to collectively herein as the "BDO Entities."

7. In my capacity as Chair of the OSIC, I negotiated and executed an engagement agreement dated March 11, 2011, pursuant to which the OSIC retained four law firms (HTS, CS, Morgenstern & Blue, LLC ("MB") and Strasburger Price, L.L.P. ("SP") to represent the OSIC in connection with the prosecution of claims against the BDO Entities (the "BDO Claims"). The March 11, 2011 engagement agreement contemplated that the four law firms would be compensated for their services through a contingent fee of twenty-five percent (25%) of the Net Recovery realized in respect of the BDO Claims. The engagement agreement defined Net Recovery as the "total amount obtained from settlement or litigation of the BDO Claims, after deducting allowable expenses." In connection with the execution of the March 11, 2011 engagement agreement, the four law firms entered into an agreement that addressed how those firms would divide the work to be done in prosecuting the BDO Claims and any fees paid with respect to the BDO Claims.

8. On February 27, 2012, the Receiver executed an assignment pursuant to which he assigned any claims the Receivership entities might have against BDO Entities to the OSIC for prosecution.

9. On May 9, 2012, the OSIC filed an action against the BDO Entities. Civil Action No. 3:12-CV-01447-N, in the in the Northern District of Texas, Dallas Division (the "OSIC Action"). The OSIC Action was filed by HTS, CS, SP and Butzel Long, PC ("BL"),[3] as counsel for the OSIC.

11. On or about August 20, 2013, the OSIC voted unanimously to terminate its engagement agreement with HTS concerning the BDO Claims, for cause. By letter dated August 22, 2013, in my capacity as Chair of the OSIC, I terminated the OSIC's engagement agreement with HTS with respect to the BDO Claims.

12. In my capacity as OSIC Chair, I negotiated and executed a Revised Fee Agreement with CSC, BL, SP and Neligan Foley, LLP ("NF"), dated as of April 10, 2014, pursuant to which those firms were engaged to represent the OSIC in the OSIC Action. That Revised Fee Agreement provided for the payment of a contingent fee of twenty-five percent (25%) of the Net Recovery realized in respect of the BDO Claims. The engagement agreement defined Net Recovery as the "total amount obtained from settlement or litigation of the Stanford Trust Claims, after deducting allowable expenses."

13. In my capacity as the OSIC Chair, I have worked closely with the Receiver, his counsel, OSIC's counsel, and putative class counsel to coordinate the prosecution of claims against third parties for the benefit of the Receivership Estate and Stanford Investors, including the claims asserted in the Investor Action and the OSIC Action.

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[3] Peter D. Morgenstern, the principal of MB, became a member Butzel Long, PC, and Butzel Long, PC, became responsible for the obligations of MB under the March 11, 2011 engagement letter.

14. In that regard, I have been involved, as Chair of OSIC, in the OSIC's prosecution of the BDO Claims in the OSIC Action.

15. OSIC's counsel at NF, CS, BL and SP have spent several years and thousands of hours investigating and pursuing the claims asserted in the OSIC Action. As part of their investigation of those claims, OSIC's counsel have reviewed voluminous documents, emails, audit work papers and depositions obtained from the SEC during its investigation of BDO, which the Receiver obtained through a cooperation agreement with the SEC. The materials reviewed by OSIC's counsel included, among other materials, thousands of pages of SEC and other investigation materials, thousands of pages of deposition testimony of BDO personnel and other relevant witnesses together with all of the exhibits to those depositions, thousands of emails of BDO personnel, and the audited financial statements and the detailed audit work papers of BDO for all of the relevant audit years.

16. As OSIC's Chair, I participated in a mediation session addressing the BDO Claims asserted in both the Investor Action and the OSIC Action. That mediation was conducted on August 28, 2014 in New York City, with a retired United States District Judge, the Hon. Layn R. Phillips, presiding as mediator. In addition to myself, the plaintiffs in the Investor Action and the OSIC Action were represented by Pam Reed, one of the individual plaintiffs in the Investor Action (and a member of the OSIC), and by attorneys from NF (Nick Foley, Pat Neligan and Doug Buncher), CS (Ed Snyder), SP (Ed Valdespino) and BL (Peter Morgenstern).

17. The August 2014 mediation session resulted in an agreement in principle between the plaintiffs and the BDO Entities pursuant to which the BDO Entities agreed to pay $40 million to settle the BDO Claims asserted in the Investor Action and the OSIC Action.

18. Following the August 2014 mediation, the OSIC's counsel and putative class counsel have engaged in extensive negotiations with counsel for the BDO Entities to draft and finalize a settlement agreement and the various documents necessary to obtain Court approval of the settlement reached with the BDO Entities. I have worked closely with OSIC's counsel and with putative class counsel throughout those subsequent negotiations, and throughout the process of documenting the agreement in principle that was reached with the BDO Entities.

19. Ultimately, a Settlement Agreement was entered into in early May 2015, by the Plaintiffs in the Investor Action and the OSIC Action with the BDO Entities.

20. It is my opinion that the settlement OSIC and the putative class plaintiffs reached with the BDO Entities is fair and reasonable, in the best interests of the Stanford Receivership estate and the Stanford Investors, and should be approved by the Court. My opinion is based upon my involvement in the investigation and prosecution of the claims asserted in the Investor Action and the OSIC Action, the risks, uncertainty and the length of time it would take to get to trial in both of those actions, and the limited availability of insurance coverage to fund recoveries in those actions.

21. The Receiver and the OSIC have agreed in principal with putative class counsel and the named Plaintiffs in the Investor Action that any proceeds recovered from

the OSIC Action or the Investor Action will be distributed through the Receiver's existing (and already approved and operating) mechanism for identifying and approving claims and making distributions. Using the Receiver's existing process will be far more efficient, and likely result in larger distributions to Stanford Investors, than the alternative of creating one or more parallel claim and distribution process(es) for class actions.

22. As noted above, the OSIC entered into a Revised Fee Agreement with CS, NF, BL and SP that provided for the payment of a contingent fee of twenty-five percent (25%) of the Net Recovery realized in respect of the BDO Claims.

23. The Court has previously approved a contingent fee arrangement between OSIC and its counsel that provides for the payment of a 25% contingent fee on net recoveries from certain lawsuits prosecuted by OSIC.[4] Civil Action No. 3:09-CV-0298-N, Doc. No. 1267.

24. The Revised Fee Agreement entered between OSIC and its counsel here (NF, CS, BL and SP) was modeled after the contingency fee agreement already approved by the Court in the primary receivership proceeding. Civil Action No. 3:09-CV-0298-N, Doc. No. 1267.

25. For the same reasons the Court previously found the twenty-five percent (25%) contingency fee agreement between the OSIC and its counsel to be reasonable, *see id.*, p. 2, the Court should find the twenty-five percent (25%) contingency fee applicable to the settlement with the BDO Entities to be reasonable and approve it for payment.

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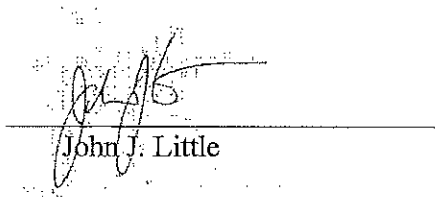
[4] The referenced Order addressed the OSIC's prosecution of certain fraudulent transfer and unjust enrichment actions.

26. It is my opinion that the attorneys' fee requested is reasonable in comparison to the total net amount to be recovered for the benefit of the Stanford Investors. The twenty-five percent (25%) contingency fee was heavily negotiated between OSIC and its Counsel, and is substantially below the typical market rate contingency fee percentage of 33% to 40% that most law firms would demand to handle cases of this complexity and magnitude.

27. I respectfully submit that an award of attorneys' fees equal to twenty-five percent (25%) of the Net Recovery from the settlement with BDO is reasonable and appropriate considering the significant time, effort, and resources which OSIC's counsel have invested in investigating the Stanford fraud, prosecuting and resolving the BDO Claims, and prosecuting the other Stanford-related litigation.

Executed on May 2, 2015.



John J. Little