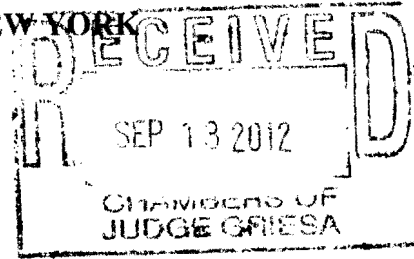


UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



ANDREA BARRON, on behalf of herself and  
all others similarly situated,

Plaintiff,

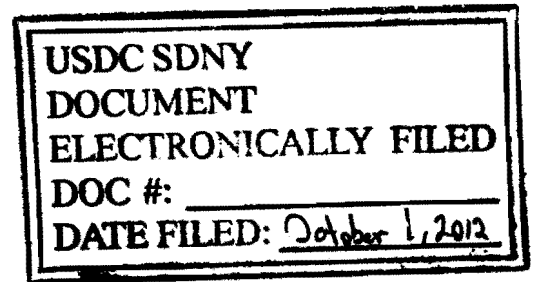
v.

ROMAN IGOLNIKOV, SHELDON S.  
GORDON, MATTHEW STADTMAUER,  
UNION BANCAIRE PRIVÉE, UNION  
BANCAIRE PRIVÉE ASSET  
MANAGEMENT LLC, UBPI HOLDINGS,  
INC., DANIEL DE PICCIOTTO, MICHAEL  
DE PICCIOTTO, GUY DE PICCIOTTO, and  
CHRISTOPHE BERNARD,

Defendants.

Civil Action No. 09-CV-4471 (TPG)

ECF Case



~~PROPOSED~~ ORDER PRELIMINARILY APPROVING  
PROPOSED SETTLEMENT AND PROVIDING FOR NOTICE

WHEREAS, an action is pending in this Court entitled *Baron v. Igolnikov, et al.*, Civil Action No. 09-CV-4471 (TPG) (the “Action”); and

WHEREAS, plaintiff Andrea Barron (“Plaintiff”), on behalf of herself and the Settlement Class (as hereinafter defined), and defendants Union Bancaire Privée, UBP SA (“UBP”), Union Bancaire Privée Asset Management LLC (“UBPAM”), UBPI Holdings, Inc. (“UBPIH”), Roman Igolnikov, Sheldon S. Gordon, Matthew Stadtmauer, Daniel de Picciotto, Michael de Picciotto, Guy de Picciotto, and Christophe Bernard (collectively, the “Individual Defendants”; and together with UBP, UBPAM and UBPIH, the “Defendants”; and together with Plaintiff, the “Parties”) have entered into a Stipulation and Agreement of Settlement dated September 12,

2012 (the “Stipulation”), that, subject to the terms and conditions of the Stipulation and the approval of this Court, provides for the settlement and release of all claims asserted against Defendants in the Action on behalf of the Settlement Class (the “Settlement”); and

WHEREAS, Plaintiff has made an application, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the Stipulation, certifying the Settlement Class for purposes of the Settlement only, and allowing notice to Settlement Class Members, Barred Excluded Persons and Other Notice Recipients as more fully described herein; and

WHEREAS, the Court has read and considered (a) Plaintiff’s motion for preliminary approval of the Settlement and the papers filed and arguments made in connection therewith and (b) the Stipulation and the exhibits attached thereto; and

WHEREAS, unless otherwise defined herein, all capitalized terms contained herein shall have the same meanings as they have in the Stipulation;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. **Class Certification for Settlement Purposes** – Pursuant to Rule 23(a) and Rule 23(b)(3) of the Federal Rules of Civil Procedure, the Court certifies, solely for purposes of effectuating the proposed Settlement, a Settlement Class consisting of all persons and entities who held limited partnership interests in Selectinvest ARV LP as of December 11, 2008 and were damaged thereby (the “Settlement Class”). Excluded from the Settlement Class are (a) all Defendant Excluded Persons (*i.e.*, Defendants; the members of each Individual Defendant’s Immediate Family; any affiliate or subsidiary of UBP or UPBAM including each of the UBP Funds; the executive officers and directors of UBP; the executive officers and directors of each of UBP’s affiliates and subsidiaries (including, but not limited to, UBPAM and each of the UBP

Funds); the fund managers of each of the UBP Funds; any entity in which any of the foregoing excluded persons or entities has or had a controlling interest; and the legal representatives, heirs, beneficiaries, successors and assigns of any such excluded person or entity; provided, however, that Defendant Excluded Persons does not include any Defendant and/or any affiliate or subsidiary of any Defendant acting as a nominee, a fiduciary, or an investment vehicle on behalf of any person or entity that is not a Defendant Excluded Person, Barred Excluded Person or person or entity who has been excluded from the Settlement Class pursuant to request, but only to the extent that it is acting as such); (b) all Barred Excluded Persons (*i.e.*, all persons or entities who held limited partnership interests in Selectinvest ARV LP as of December 11, 2008 and who have been designated by Defendants as having executed a release of claims against UBPA and/or one or more of the other Released Defendant Persons concerning Selectinvest ARV LP's investments in the Ascot Fund); and (c) any persons or entities that exclude themselves from the Settlement Class by filing a request for exclusion that is accepted by the Court.

2. **Settlement Class Findings** – Solely for purposes of the proposed Settlement of this Action, the Court finds that each element required for certification of the Settlement Class pursuant to Rule 23(a) and Rule 23(b)(3) of the Federal Rules of Civil Procedure has been met, namely that: (a) the members of the Settlement Class are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiff in the Action are typical of the claims of the Settlement Class; (d) Plaintiff and Plaintiff's Counsel have fairly and adequately represented and protected the interests of the Settlement Class; (e) the questions of law and fact common to the Settlement Class predominate over any individual questions; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the Action.

3. The Court hereby finds and concludes that pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, Plaintiff is an adequate class representative and certifies her as Class Representative for the Settlement Class. The Court also appoints Plaintiff's Counsel as Class Counsel for the Settlement Class.

4. **Preliminary Approval of the Settlement** – The Court hereby preliminarily approves the Settlement, as embodied in the Stipulation, as being fair, reasonable and adequate as to the Settlement Class Members, subject to further consideration at the Settlement Hearing to be conducted as described below.

5. **Settlement Hearing** – The Court will hold a settlement hearing (the “Settlement Hearing”) on December 12, 2012 at 4:30 p.m. in Courtroom 26B of the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007-1312, for the following purposes: (a) to determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, adequate and should be approved by the Court; (b) to determine whether a Judgment substantially in the form annexed as Exhibit B to the Stipulation should be entered settling the claims asserted against Defendants in the Action on behalf of the Settlement Class; (c) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved; (d) to determine whether the motion by Plaintiff's Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. Notice of the Settlement and the Settlement Hearing shall be given to Settlement Class Members and Barred Excluded Persons as set forth in Paragraph 7 of this Order and to Other Notice Recipients as set forth in paragraph 10 of this Order.

6. The Court may adjourn the Settlement Hearing and approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class.

7. **Retention of Claims Administrator and Manner of Notice** – Plaintiff’s Counsel is hereby authorized to retain The Garden City Group, Inc. to supervise and administer the notice procedure and the processing of Claims as more fully set forth below. Notice of the Settlement and the Settlement Hearing shall be given by Plaintiff’s Counsel as follows:

(a) not later than ten (10) business days after entry of this Order (the “Notice Date”), the Claims Administrator shall cause a copy of the Settlement Notice, the Claim Form, and a personalized Cover Letter, substantially in the forms attached hereto as Exhibits 1, 2 and 3, respectively (the “Notice Packet”), to be mailed by first-class mail to all Identified Settlement Class Members at the addresses provided by Defendants;

(b) not later than the Notice Date, the Claims Administrator shall cause a copy of the Settlement Notice and Barred Excluded Persons Notice, substantially in the forms attached hereto as Exhibits 1 and 4, respectively, to be mailed by first-class mail to all Barred Excluded Persons identified by Defendants at the addresses provided by Defendants;

(c) not later than ten (10) business days after the Notice Date (the “Publication Notice Date”), the Claims Administrator shall cause the Summary Settlement Notice, substantially in the form annexed hereto as Exhibit 5, to be published once in the international edition of *The Wall Street Journal* and transmitted once over the internet via *PR Newswire*; and

(d) not later than seven (7) calendar days prior to the Settlement Hearing, Plaintiff's Counsel shall serve on Defendants' Counsel and file with the Court proof, by affidavit or declaration, of such mailing and publication.

8. **Approval of Form and Content of Settlement Notices** – The Court approves, as to form and content, the Settlement Notice, the Claim Form, the Cover Letter, and the Summary Settlement Notice, annexed hereto as Exhibits 1, 2, 3 and 5, respectively. The Court finds that the mailing and distribution of the Settlement Notice and Claim Form and the publication of the Summary Settlement Notice in the manner and form set forth in paragraph 7 of this Order (a) is the best notice practicable to members of the Settlement Class under the circumstances; (b) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, of the effect of the proposed Settlement (including the releases contained therein) and of their rights to object to the proposed Settlement, Plan of Allocation, and/or any request for attorneys' fees and reimbursement of Litigation Expenses; to appear at the Settlement Hearing; or to exclude themselves from the Settlement Class; (c) constitutes due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (d) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and all other applicable law and rules. The date and time of the Settlement Hearing shall be included in the Settlement Notice and Summary Settlement Notice before they are mailed and published, respectively.

9. **Approval of Form and Content of Barred Excluded Person Notice** – The Court approves, as to form and content, the Barred Excluded Person Notice, annexed hereto as Exhibit 4. The Court also finds that the notice of the Settlement and the Barred Excluded



Persons Notice to be provided to Barred Excluded Persons satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure to the extent applicable, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

10. **Notice of Discontinuance** – Defendants shall (at no cost to the Settlement Fund, Plaintiff, Plaintiff’s Counsel or the Claims Administrator) cause the Notice of Discontinuance, substantially as attached hereto as Exhibit 6, to be mailed to each of the Other Notice Recipients (*i.e.*, all persons and entities who held limited partnership or other investment interests in any of the Other Notice Funds as of December 11, 2008) at their last known addresses as set forth in the records of the Other Funds in which such Other Notice Recipients invested no later than forty-five (45) days before the Settlement Hearing. The Notice of Discontinuance may be included within a document or documents to be sent by UBP or UBPA to investors in the Other Notice Funds in the ordinary course of business. Not later than seven (7) calendar days prior to the Settlement Hearing, Defendants’ Counsel shall serve on Plaintiff’s Counsel and file with the Court proof, by affidavit or declaration, of such mailing. The Court approves, as to form and content, the Notice of Discontinuance and finds that the proposed mailing of the Notice of Discontinuance to the Other Notice Recipients constitutes due, adequate and sufficient notice of the discontinuance of the Action as a class action to the potentially affected persons and entities and satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure to the extent applicable, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

11. **Participation in the Settlement** – Settlement Class Members who wish to participate in the Settlement and receive a distribution from the Net Settlement Fund must complete and submit the Claim Form approved by this Order in accordance with the instructions

contained therein. Unless the Court orders otherwise, all Claim Forms submitted by Settlement Class Members must be postmarked no later than ninety (90) calendar days after the Notice Date. Notwithstanding the foregoing, Plaintiff's Counsel may, at its discretion, accept for processing late Claims provided such acceptance does not delay the distribution of the Net Settlement Fund to the Settlement Class. By submitting a Claim Form, a Settlement Class Member shall be deemed to have submitted to the jurisdiction of the Court with respect to its Claim and the subject matter of the Settlement.

12. Each Claim Form submitted must satisfy the following conditions: (a) the Claim Form must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding paragraph; (b) any person executing the Claim Form on behalf of the Settlement Class Member must submit documentation evidencing that he or she has current authority to act on behalf of the Settlement Class Member to the satisfaction of Plaintiff's Counsel or the Claims Administrator; (c) the Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury; and (d) if the Settlement Class Member wishes to submit an Investment Amount Challenge, it must be so indicated on the Claim Form and the Claim Form must be accompanied by sufficient supporting documentation to establish that the Settlement Class Member's Investment Amount was incorrectly calculated.

13. Any Settlement Class Member that does not timely and validly submit a Claim Form or whose Claim is not otherwise approved by the Court: (a) shall be deemed to have waived his, her or its right to share in the Net Settlement Fund; (b) shall forever be barred from participating in any distributions therefrom; (c) shall be bound by the provisions of the Stipulation and the Settlement and all proceedings, determinations, orders and judgments in the



Action relating thereto, including, without limitation, the Judgment or Alternative Judgment, if applicable, and the releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from commencing, maintaining or prosecuting any of the Released Plaintiff Claims against any of the Released Defendant Persons, as more fully described in the Stipulation and Settlement Notice.

14. **Claim Forms Submitted by Settlement Class Members** – The Court hereby approves the following procedures for the review of Claim Forms submitted by Settlement Class Members in this matter:

(a) Each Claim Form shall be submitted to and reviewed by the Claims Administrator, under the supervision of Plaintiff's Counsel, who shall determine in accordance with the Stipulation whether the Claim shall be allowed, subject to review by the Court pursuant to subparagraph (c) below;

(b) Claim Forms that do not meet the submission requirements may be rejected. Prior to rejecting a Claim, the Claims Administrator shall communicate with the Settlement Class Member (or person(s) acting on behalf of the Settlement Class Member) in writing, to give the Settlement Class Member (or person(s) acting on behalf of the Settlement Class Member) the chance to remedy the deficiencies in the Claim Form submitted. The Claims Administrator, under supervision of Plaintiff's Counsel, shall notify, in a timely fashion and in writing all Settlement Class Members (or person(s) acting on behalf of the Settlement Class Member) whose Claim the Claims Administrator proposes to reject, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim is to be rejected has the right to a review of this determination by the Court if the Claimant so desires and complies with the requirements of subparagraph (c) below;

(c) If any Settlement Class Member (or person(s) acting on behalf of the Settlement Class Member) whose Claim has been rejected desires to contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of the notice informing the Claimant of such rejection, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a rejected Claim cannot be otherwise resolved, Plaintiff's Counsel shall thereafter present the request for review to the Court; and

(d) The administrative determinations of the Claims Administrator concerning the acceptance and rejection of Claims shall be presented to the Court, on notice to Defendants' Counsel, for approval by the Court in the Class Distribution Order.

15. **Investment Amount Challenges** – Any Settlement Class Member that does not request exclusion from the Settlement Class has the right to submit an Investment Amount Challenge with his, her or its Claim Form contesting his, her or its Investment Amount set forth on the Table attached to the Settlement Notice. The Court hereby approves the following procedures for the review of any Investment Amount Challenges submitted in this matter:

(a) The Claims Administrator shall review any Claim Forms containing Investment Amount Challenges and forward such Claim Forms and any supporting documentation to Plaintiff's Counsel. Defendants shall, upon request, provide Plaintiff's Counsel and the Claims Administrator with the documentation used to calculate the challenged Investment Amounts at no cost to the Settlement Fund, Plaintiff, Plaintiff's Counsel or the Claims Administrator and shall work cooperatively with Plaintiff's Counsel and the Claims Administrator in an effort to resolve any Investment Amount Challenges. Defendants shall bear

their own costs in connection with any such assistance in connection with the Investment Amount Challenges;

(b) The Claims Administrator shall notify, in a timely fashion and in writing, any Settlement Class Member who has submitted an Investment Amount Challenge whether (or to what extent) his, her or its Investment Amount Challenge has been accepted. The notice to be provided to each contesting Claimant whose Investment Amount Challenge is rejected or is not accepted in full shall state that the Claimant has the right to a review of any such determination by the Court if the Claimant so desires and complies with the requirements of subparagraph (c) below; and

(c) If any Settlement Class Member whose Investment Amount Challenge has been rejected or has not been accepted in full desires to contest this determination, the Claimant must, within twenty (20) days after the date of mailing of the notice informing the Claimant of the determination, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the determination along with any supporting documentation, and requesting a review thereof by the Court. The Claims Administrator shall promptly forward any such requests for Court review and all supporting documentation to Plaintiff's and Defendants' Counsel. If a dispute concerning an Investment Amount Challenge cannot otherwise be resolved, Plaintiff's Counsel shall submit such dispute to the Court for resolution. Defendants shall cooperate with Plaintiff's Counsel in providing any documentation relevant to resolving any Investment Amount Challenges submitted to the Court and Defendants shall be responsible for providing responses, if any, to any Investment Amount Challenge that is submitted to the Court.

16. **Exclusion from the Settlement Class** – Any member of the Settlement Class who wishes to exclude himself, herself or itself from the Settlement Class must request exclusion in writing within the time and in the manner set forth in the Settlement Notice, which shall provide that: (a) any such request for exclusion from the Settlement Class must be mailed or delivered such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing, to: *Barron v. Igolnikov*, EXCLUSIONS, c/o The Garden City Group, Inc., P.O. Box 9349, Dublin, OH 43017-4249, and (b) that each request for exclusion must (i) state the name, address and telephone number of the person or entity requesting exclusion; (ii) state that such person or entity “requests exclusion from the Settlement Class in *Barron v. Igolnikov*, Civil Action No. 09-CV-4471 (TPG)”; and (iii) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion shall not be effective unless it provides all the required information and is received within the time stated above, unless the Court orders otherwise.

17. Any Settlement Class Member that timely and validly requests exclusion in compliance with the terms stated in this Order and is excluded from the Settlement Class shall not be a Settlement Class Member, and shall not be bound by the terms of the Settlement or any orders or judgments in the Action and shall not receive any payment out of the Net Settlement Fund.

18. Any Settlement Class Member who does not timely and validly request exclusion from the Settlement Class in the manner stated in this Order: (a) shall be deemed to have waived his, her or its right to be excluded from the Settlement Class; (b) shall be forever barred from requesting exclusion from the Settlement Class in this or any other proceeding; (c) shall be bound by the provisions of the Stipulation and Settlement and all proceedings, determinations,

orders and judgments in the Action, including, but not limited to, the Judgment or Alternative Judgment, if applicable, and the releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from commencing, maintaining or prosecuting any of the Released Plaintiff Claims against any of the Released Defendant Persons, as more fully described in the Stipulation and Settlement Notice.

19. **Appearance and Objections at Settlement Hearing** – Any Settlement Class Member who does not request exclusion from the Settlement Class may enter an appearance in the Action, at his, her or its own expense, individually or through counsel of his, her or its own choice, by filing with the Clerk of Court and delivering a notice of appearance to Plaintiff's Counsel and Defendants' Counsel as set forth in paragraph 20 below such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing, or as the Court may otherwise direct. Any Settlement Class Member that does not enter an appearance will be represented by Plaintiff's Counsel.

20. Any Settlement Class Member who does not request exclusion from the Settlement Class may file a written objection to the proposed Settlement, the proposed Plan of Allocation and/or the motion for an award of attorneys' fees and reimbursement of Litigation Expenses and appear and show cause, if he, she or it has any cause, why the proposed Settlement, the proposed Plan of Allocation and/or Plaintiff's Counsel's motion for attorneys' fees and reimbursement of Litigation Expenses should not be approved; provided, however, that no Settlement Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, the proposed Plan of Allocation and/or the motion for attorneys' fees and reimbursement of Litigation Expenses unless that Settlement Class Member has filed a written objection with the Court and served copies of such objection in the manner

provided in the Settlement Notice such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing on both of the following:

Gerald H. Silk, Esq.  
Lauren A. McMillen, Esq.  
Bernstein Litowitz Berger &  
Grossmann LLP  
1285 Avenue of the Americas  
New York, NY 10019

Stephen R. DiPrima, Esq.  
Emil A. Kleinhaus, Esq.  
Graham W. Meli, Esq.  
Wachtell, Lipton, Rosen & Katz  
51 West 52nd Street  
New York, NY 10019

21. Any objections, filings and other submissions by an objecting Settlement Class Member (a) must state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; and (b) must contain a statement of his, her, or its objection, as well as the specific reasons for each objection, including the legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention.

22. Any Settlement Class Member who does not make his, her or its objection in the manner provided herein shall be deemed to have waived his, her or its right to object to the Settlement, the Plan of Allocation and the motion for attorneys' fees and reimbursement of Litigation Expenses and shall forever be barred and foreclosed from objecting to the fairness, reasonableness or adequacy of the Settlement, the Plan of Allocation or the requested attorneys' fees and Litigation Expenses, or from otherwise being heard concerning the Settlement, the Plan of Allocation or the requested attorneys' fees and Litigation Expenses in this or any other proceeding.

23. **Settlement Administration Fees and Expenses** – All reasonable costs incurred in providing notice to Settlement Class Members and Barred Excluded Persons as well as in administering the Settlement shall be paid as set forth in the Stipulation without further approval from Defendants or further order of the Court.



24. **Settlement Fund** – The contents of the Settlement Fund to be held by Valley National Bank (which the Court approves as the Escrow Agent) shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as they shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

25. **Taxes** – Plaintiff's Counsel is authorized and directed to prepare any tax returns and any other tax reporting form for or in respect of the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation.

26. **Termination of Settlement** – If the Stipulation is terminated, the Settlement is not approved, or the Effective Date of the Stipulation does not occur, this Order shall become null and void and be without prejudice to the rights of Plaintiff, the Settlement Class Members, members of the Putative Litigation Class, and Defendants; and the Parties and the members of the Putative Litigation Class shall be deemed to have reverted to their respective positions in this Action immediately prior to February 27, 2012, as provided in the Stipulation.

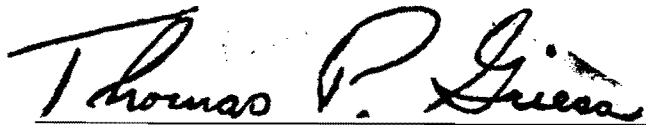
27. **Use of this Order** – This Order, the proposed Settlement, the Stipulation and any and all of their respective terms (and all negotiations, discussions and proceedings in connection therewith): (a) shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum, or other tribunal other than as may be necessary to enforce the terms of this Order and/or the proposed Settlement; (b) shall not be described as, construed as, interpreted as or offered or received against any Released Defendant Person as evidence of and/or deemed to be evidence of any presumption,

concession, or admission by any Released Defendant Person as to any liability or wrongdoing on his, her or its part or the validity of any claim by any of the Released Plaintiff Persons or the merits of any of his, her or its defenses; and (c) shall not be described as, construed as, interpreted as, or offered or received against any Released Plaintiff Person as evidence of any infirmity in the claims of any Released Plaintiff Person or that the damages recoverable from Defendant would not have exceeded the Settlement Amount.

28. **Supporting Papers** – Plaintiff’s Counsel shall file and serve papers in support of the proposed Settlement no later than thirty-five (35) calendar days prior to the Settlement Hearing; if reply papers are necessary, they are to be filed and served no later than seven (7) calendar days prior to the Settlement Hearing.

29. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

SO ORDERED this 1<sup>st</sup> day of October, 2012.



The Honorable Thomas P. Griesa  
United States District Judge