

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE MF GLOBAL HOLDINGS	:	
LIMITED SECURITIES LITIGATION	:	Civil Action No. 1:11-CV-07866-VM
	:	
THIS DOCUMENT RELATES TO:	:	
	:	
All Securities Actions	:	ECF CASE
(<i>DeAngelis v. Corzine</i>)	:	
	:	

**ORDER PRELIMINARILY APPROVING
PROPOSED SETTLEMENT WITH DEFENDANT
PRICEWATERHOUSECOOPERS LLP AND PROVIDING FOR NOTICE**

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

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

WHEREAS, Lead Plaintiffs have made an application, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for an order preliminarily approving the PwC Settlement in accordance with the PwC Stipulation, certifying the PwC Settlement Class for purposes of the PwC Settlement only, and allowing notice to PwC Settlement Class Members as more fully described herein;

WHEREAS, the Court has read and considered: (a) the Consolidated Second Amended Securities Class Action Complaint filed in this Action on October 3, 2014; (b) Lead Plaintiffs' motion for preliminary approval of the PwC Settlement, and the papers filed and arguments made in connection therewith; and (c) the PwC Stipulation and the exhibits attached thereto; and

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

NOW THEREFORE, IT IS HEREBY ORDERED:

1. **Class Certification for Settlement Purposes** – Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court certifies, solely for purposes of effectuating the proposed PwC Settlement, a class consisting of all persons and entities who or which purchased or otherwise acquired any of the MF Global Securities¹ during the Settlement Class Period (i.e., the period beginning on May 20, 2010 through and including November 21, 2011), and were damaged thereby (the “PwC Settlement Class”). Excluded from the PwC Settlement Class are: (i) Defendants and MF Global; (ii) members of the Immediate Families of the Individual Defendants; (iii) the subsidiaries and affiliates of Defendants and MF Global; (iv) any

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

person or entity who or which was at any time during the Settlement Class Period and/or is a partner, executive officer, director, or controlling person of MF Global, or any of its subsidiaries or affiliates, or of any Defendant; (v) any entity in which any Defendant or MF Global had at any time during the Settlement Class Period and/or has a controlling interest; (vi) Defendants' liability insurance carriers, and any affiliates or subsidiaries thereof; and (vii) the legal representatives, heirs, successors and assigns of any such excluded person or entity; provided, however, that any Investment Vehicle shall not be deemed an excluded person or entity by definition. Also excluded from the PwC Settlement Class are the PwC Entities and such entities shall not be eligible to participate in any recoveries obtained in the Action. Additionally, also excluded from the PwC Settlement Class are any persons and entities who or which exclude themselves from the PwC Settlement Class, or any Other Class(es) (to the extent such persons or entities would be PwC Settlement Class Members absent such exclusion) by submitting a request for exclusion that is accepted by the Court.

2. **Class Findings** – Solely for purposes of the proposed PwC Settlement of this Action, the Court finds that each element required for certification of the PwC Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure has been met: (a) the members of the PwC 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 PwC Settlement Class which predominate over any individual questions; (c) the claims of Lead Plaintiffs in the Action are typical of the claims of the PwC Settlement Class; (d) Lead Plaintiffs and Co-Lead Counsel have and will fairly and adequately represent and protect the interests of the PwC Settlement Class; and (e) 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 PwC Settlement only, Lead Plaintiffs are adequate class representatives and certifies them as class representatives for the PwC Settlement Class. The Court also appoints Co-Lead Counsel as class counsel for the PwC Settlement Class, pursuant to Rule 23(g) of the Federal Rules of Civil Procedure.

4. **Preliminary Approval of the PwC Settlement** – The Court hereby preliminarily approves the PwC Settlement, as embodied in the PwC Stipulation, as being fair, reasonable and adequate to the PwC Settlement Class, 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 20 November, 2015 at 9:30 a.m. in Courtroom 11B of the United States Courthouse, 500 Pearl Street, New York, NY 10007, for the following purposes: (a) to determine whether the proposed PwC Settlement on the terms and conditions provided for in the PwC Stipulation is fair, reasonable and adequate to the PwC Settlement Class, and should be approved by the Court; (b) to determine whether a Judgment substantially in the form attached as Exhibit B to the PwC Stipulation should be entered dismissing the Action with prejudice as against PwC; (c) to determine whether the motion by Co-Lead Counsel for an award of attorneys’ fees and reimbursement of expenses should be approved; and (d) to consider any other matters that may properly be brought before the Court in connection with the PwC Settlement. Notice of the PwC Settlement, Co-Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of expenses, and the Settlement Hearing shall be given to PwC Settlement Class Members as set forth in paragraph 7 of this Order.

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

7. **Retention of Notice Administrator and Manner of Giving Notice** – Garden City Group, LLC (f/k/a The Garden City Group, Inc.) (the “Notice Administrator” or “GCG”), which the Court previously authorized Co-Lead Counsel to retain to supervise and administer the notice procedure in connection with any other settlements or recoveries that may be achieved in this Action as well as the processing of Claims at such time as a plan of allocation for the proceeds of the PwC Settlement and any additional recoveries achieved in the Action is approved by the Court, shall supervise and administer the notice procedure in connection with the proposed PwC Settlement as more fully set forth below. Notice of the PwC Settlement, Co-Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of expenses, and the Settlement Hearing shall be given by Co-Lead Counsel as follows:

(a) not later than seventy-five (75) business days after the date of entry of this Order (the “Notice Date”), the Notice Administrator shall cause a copy of the PwC Notice, substantially in the form attached hereto as Exhibit 1, to be mailed by first-class mail to potential PwC Settlement Class Members who or which may be identified through reasonable effort including, but not limited to, the nominee procedures set forth below;

(b) contemporaneously with the mailing of the PwC Notice, the Notice Administrator shall cause a copy of the PwC Notice to be posted on the website developed by the Notice Administrator for the Action, from which copies of the PwC Notice can be downloaded;

(c) not later than ten (10) business days after the Notice Date, the Notice Administrator shall cause the PwC Summary Notice, substantially in the form attached hereto as

Exhibit 2, to be published once each in *The Wall Street Journal* and *Investor's Business Daily* and to be transmitted once over the *PR Newswire*; and

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

8. **Approval of Form and Content of Notice** – The Court (a) approves, as to form and content, the PwC Notice and the PwC Summary Notice, attached hereto as Exhibits 1 and 2, respectively, and (b) finds that the mailing and distribution of the PwC Notice and the publication of the PwC Summary Notice in the manner and form set forth in paragraph 7 of this Order (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise PwC Settlement Class Members of the pendency of the Action, of the effect of the proposed PwC Settlement (including the Releases to be provided thereunder) and of their right to exclude themselves from the PwC Settlement Class, of Co-Lead Counsel's motion for an award of attorneys' fees and reimbursement of expenses, of their right to object to the PwC Settlement and/or the motion for attorneys' fees and expenses, and of their right to appear at the Settlement Hearing; (iii) constitutes due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed PwC Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. §§ 77z-1, 78u-4, as amended, and all other applicable laws and rules. The date and time of the Settlement Hearing shall be included in the PwC Notice and PwC Summary Notice before they are mailed and published, respectively.

9. **Nominee Procedures** – Brokers and other nominees who purchased or otherwise acquired any MF Global Securities during the Settlement Class Period for the benefit of another person or entity and who in connection with the mailing of the Underwriter and Commerz notices:

(a) provided GCG with the names and addresses of beneficial owners in compliance with the search instructions sent by GCG in connection with the mailing of the Underwriter and Commerz Notices, need do nothing more;

(b) elected to forward the notices of the Underwriter and Commerz Settlements to potential members of those Settlement Classes and who or which complied with the search instructions sent by GCG in connection with the mailing of the Underwriter and Commerz Notices, shall now augment the records they developed in connection with that mailing to add persons and entities for whom or which they purchased or acquired MF Global common stock during the period beginning on June 14, 2010 through and including November 21, 2011, and within seven (7) calendar days of receipt of the PwC Notice from GCG, request from GCG sufficient copies of the PwC Notice to forward to all beneficial owners to whom or which they previously forwarded the Underwriter and Commerz Notices as well as to all beneficial owners identified in the supplemental search, and within seven (7) calendar days of receipt of the notices forward them to all such beneficial owners;

(c) neither previously provided names and address to GCG nor forwarded the Underwriter and Commerz Notices to beneficial owners, such brokers and nominees shall (a) within seven (7) calendar days of receipt of the PwC Notice, request from GCG sufficient copies of the PwC Notice to forward to all persons and entities on whose behalf they purchased or acquired any of the MF Global Securities during the period beginning on May 20, 2010

through and including November 21, 2011, and within seven (7) calendar days of receipt of those notices forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of the PwC Notice, send a list of the names and addresses of all such beneficial owners to GCG in which event GCG shall promptly mail the PwC Notice to such beneficial owners. Nominees who elect to send the PwC Notice to their beneficial owners shall send a statement to GCG confirming that the mailing was made and shall retain their mailing records for use in connection with any further notices that may be provided in the Action. Upon full compliance with this Order, nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this Order by providing GCG with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by nominees in compliance with the terms of this Order shall be paid from the PwC Settlement Fund, with any disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court.

10. **Participation in the Settlement** – PwC Settlement Class Members who or which wish to participate in the PwC Settlement and to be eligible to receive a distribution from the PwC Net Settlement Fund will be required to complete and submit a Proof of Claim Form in accordance with the instructions to be set forth therein and by the date to be set by the Court therein. At this time, a plan of allocation for the distribution of the net proceeds of the PwC Settlement has not been proposed by Lead Plaintiffs. When such a plan is proposed, PwC Settlement Class Members will be given notice of the proposed plan and afforded the opportunity to object before the Court rules on approval of the plan.

11. **Exclusion From the Settlement Class** – Any PwC Settlement Class Member who or which wishes to exclude himself, herself or itself from the PwC Settlement Class must

request exclusion in writing within the time and in the manner set forth in the PwC Notice, which shall provide that: (a) any such request for exclusion from the PwC Settlement Class must be mailed or delivered such that it is received no later than twenty-eight (28) calendar days prior to the Settlement Hearing, to: *In re MF Global Holdings Limited Securities Litigation, EXCLUSIONS*, c/o the Notice Administrator at the address to be set forth in the PwC Notice, and (b) that each request for exclusion must: (i) state the name, address and telephone number of the person or entity requesting exclusion, and in the case of entities the name and telephone number of the appropriate contact person; (ii) state that such person or entity “requests exclusion from the PwC Settlement Class in *In re MF Global Holdings Limited Securities Litigation, Civil Action No. 1:11-CV-7866*”; (iii) state the amount of each MF Global Security (in terms of number of shares of common stock and face value of the respective notes) that the person or entity requesting exclusion purchased/acquired and/or sold during the Settlement Class Period, as well as the dates and prices of each such purchase/acquisition and sale; and (iv) 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, or is otherwise accepted by the Court.

12. Any person or entity who or which timely and validly requests exclusion in compliance with the terms stated in this Order and is excluded from the PwC Settlement Class shall not be an PwC Settlement Class Member, shall not be bound by the terms of the PwC Settlement or any orders or judgments in the Action relating to the PwC Settlement, and shall not receive any payment out of the PwC Net Settlement Fund. Additionally, any person or entity who or which requests exclusion from the PwC Settlement Class shall be deemed to have also requested exclusion from any class(es) covered by any other settlement(s) presented to the Court

for consideration of final approval concurrently with consideration of the PwC Settlement for final approval. Similarly, any person or entity who or which requests exclusion from any Other Class(es) shall be deemed to have requested exclusion from the PwC Settlement Class. All terms and conditions applicable to all persons and entities who or which requested exclusion from the PwC Settlement Class and who or which are excluded from the PwC Settlement Class as set forth in the preceding sentence shall also apply to persons and entities who or which request exclusion from any Other Class(es) to the extent such persons or entities would be PwC Settlement Class Members absent such exclusion.

13. Any persons or entities who or which, pursuant to request, are excluded from the PwC Settlement Class shall be deemed to be excluded from any other settlement class(es) and litigation class that may yet be certified by the Court (as well as the other classes covered by any other settlement(s) presented to the Court for consideration of final approval concurrently with consideration of the PwC Settlement for final approval), shall not be bound by the terms of any orders or judgments in the Action relating to those settlements or the Action as applicable, and shall not be entitled to receive any payment from recoveries that might be obtained on behalf of those classes in the Action.

14. Any PwC Settlement Class Member who or which does not timely and validly request exclusion from the PwC 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 PwC Settlement Class; (b) shall be forever barred from requesting exclusion from the PwC Settlement Class in this or any other proceeding; (c) shall be bound by the provisions of the PwC Stipulation, the PwC Settlement, and all proceedings, determinations, orders and judgments in the Action relating to the PwC Settlement, including, but not limited to, the PwC Judgment, and the Releases provided

for therein whether favorable or unfavorable to the PwC Settlement Class; and (d) shall be barred from commencing, maintaining or prosecuting any of the Released Plaintiffs' Claims against any of the PwC Releasees, as more fully described in the PwC Stipulation and PwC Notice.

15. **Appearance and Objections at Settlement Hearing** – Any PwC Settlement Class Member who or which does not request exclusion from the PwC Settlement Class or from any Other Class(es) 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 both Co-Lead Counsel and PwC's Counsel, at the addresses set forth in paragraph 16 below, such that it is received no later twenty-eight (28) calendar days prior to the Settlement Hearing, or as the Court may otherwise direct. Any PwC Settlement Class Member who does not enter an appearance will be represented by Co-Lead Counsel.

16. Any PwC Settlement Class Member who does not request exclusion from the PwC Settlement Class or from any Other Class(es) may file a written objection to the proposed PwC Settlement and show cause, if he, she or it has any cause, why the proposed PwC Settlement should not be approved. Any member of the PwC Settlement Class, the Underwriter Settlement Class, the Commerz Settlement Class or any class(es) certified in connection with any Other Settlement(s) may file a written objection to Co-Lead Counsel's motion for an award of attorneys' fees and reimbursement of expenses and show cause, if he, she or it has any cause, why Co-Lead Counsel's motion for an award of attorneys' fees and reimbursement of expenses should not be approved. Notwithstanding the foregoing, no member of any of the aforementioned classes as applicable shall be heard or entitled to contest the approval of the terms and conditions of the proposed PwC Settlement and/or Co-Lead Counsel's motion for an

award of attorneys’ fees and reimbursement of expenses unless that person or entity has filed a written objection with the Court and served copies of such objection on Co-Lead Counsel and, if it is to the PwC Settlement to which they are objecting, on PwC’s Counsel as well at the addresses set forth below such that they are received no later than twenty-eight (28) calendar days prior to the Settlement Hearing.

Co-Lead Counsel

PwC’s Counsel

Bernstein Litowitz Berger
& Grossmann LLP
Salvatore J. Graziano, Esq. AND
1285 Avenue of the Americas
New York, NY 10019

Bleichmar Fonti
Tountas & Auld LLP
Javier Bleichmar, Esq.
7 Times Square, 27th Floor
New York, NY 10036

King & Spalding LLP
David M. Fine, Esq.
1185 Avenue of the Americas
New York, NY 10036

17. Any objections, filings and other submissions by an objecting class member: (a) must state the name, address and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the class member’s objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the class member wishes to bring to the Court’s attention; and (c) must include documents sufficient to prove class membership including the amount of each MF Global Security (in terms of number of shares of common stock and face value of the respective notes) that the objecting class member purchased/acquired and/or sold during the Settlement Class Period, as well as the dates and prices of each such purchase/acquisition and/or sale.

18. Any member of the PwC Settlement Class, Underwriter Settlement Class, Commerz Settlement Class, or any other class on whose behalf a settlement is presented to the Court for consideration for final approval concurrently with consideration of the PwC Settlement for final approval who or which 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, as applicable, to any aspect of the proposed PwC Settlement or Co-Lead Counsel’s motion for an award of attorneys’ fees

and reimbursement of expenses and shall be forever barred and foreclosed from objecting to the fairness, reasonableness or adequacy of the PwC Settlement or the requested attorneys' fees and expenses, or from otherwise being heard concerning the PwC Settlement or the requested attorneys' fees and expenses in this or any other proceeding.

19. **Stay and Temporary Injunction** – Until otherwise ordered by the Court, the Court stays all proceedings in the Action between the Settling Parties other than proceedings necessary to carry out or enforce the terms and conditions of the PwC Stipulation and as otherwise necessary as to pending claims against other defendants in the Action. Pending final determination of whether the PwC Settlement should be approved, the Court bars and enjoins Lead Plaintiffs, and all other members of the PwC Settlement Class, from commencing or prosecuting any and all of the Released Plaintiffs' Claims against each and all of the PwC Releasees.

20. **Settlement Administration Fees and Expenses** – All reasonable costs incurred in identifying PwC Settlement Class Members and notifying them of the PwC Settlement as well as in administering the PwC Settlement shall be paid as set forth in the PwC Stipulation without further order of the Court.

21. **Settlement Fund** – The contents of the PwC Settlement Fund held by Citibank, N.A. (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 PwC Stipulation and/or further order(s) of the Court.

22. **Taxes** – Co-Lead Counsel are authorized and directed to prepare any tax returns and any other tax reporting form for or in respect of the PwC Settlement Fund, to pay from the

PwC Settlement Fund any Taxes owed with respect to the PwC 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 PwC Stipulation.

23. **Termination of Settlement** – If the PwC Settlement is terminated as provided in the PwC Stipulation, the PwC Settlement is not approved, or the Effective Date of the PwC Settlement otherwise fails to occur, this Order shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the PwC Stipulation, and this Order shall be without prejudice to the rights of Lead Plaintiffs, the other PwC Settlement Class Members and PwC, and the Settling Parties shall revert to their respective positions in the Action as of February 25, 2015, as provided in the PwC Stipulation.

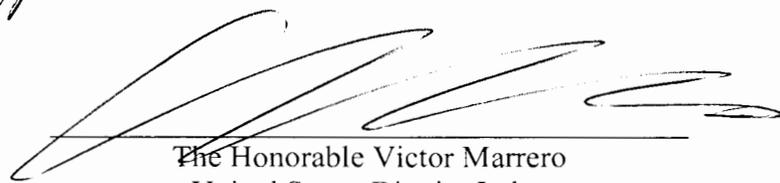
24. **Use of this Order** – Neither this Order, the PwC Stipulation (whether or not consummated), the exhibits thereto including the Plan of Allocation to be proposed by Lead Plaintiffs (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the PwC Stipulation, nor any proceedings taken pursuant to or in connection with the PwC Stipulation and/or approval of the PwC Settlement (including any arguments proffered in connection therewith): (a) shall be offered against any of the PwC Releasees as evidence of, or construed as, or deemed to be evidence of (i) any presumption, concession, or admission by any of the PwC Releasees with respect to the truth of any fact alleged by Lead Plaintiffs, the validity of any claim that was or could have been asserted by Lead Plaintiffs or any member of the PwC Settlement Class, or the deficiency of any defense that has been or could have been asserted by PwC in this Action or in any other litigation, or (ii) any liability, negligence, fault, or other wrongdoing of any kind of any of the PwC Releasees or in

any way referred to for any other reason as against any of the PwC Releasees, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the PwC Stipulation; (b) shall be offered against any of the Plaintiffs' Releasees, as evidence of, or construed as, or deemed to be evidence of (i) any presumption, concession or admission by any of the Plaintiffs' Releasees that any of their claims are without merit, that any of the PwC Releasees had meritorious defenses, or that damages recoverable against PwC under the Complaint would not have exceeded the PwC Settlement Amount, or (ii) any liability, negligence, fault or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Plaintiffs' Releasees, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the PwC Stipulation; or (c) shall be construed against any of Releasees as an admission, concession, or presumption that the consideration to be given under the PwC Settlement represents the amount which could be or would have been recovered against PwC after trial; *provided, however*, that if the PwC Stipulation is approved by the Court, the Settling Parties and the Releasees and their respective counsel may refer to it to effectuate the protections from liability granted thereunder or otherwise to enforce the terms of the PwC Settlement.

25. **Supporting Papers** – Co-Lead Counsel shall file and serve the opening papers in support of the proposed PwC Settlement and Co-Lead Counsel's motion for an award of attorneys' fees and reimbursement of litigation expenses no later than forty-two (42) calendar days prior to the Settlement Hearing; and reply papers, if any, shall be filed and served no later than seven (7) calendar days prior to the Settlement Hearing.

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

SO ORDERED this 20th day of April, 2015.

A handwritten signature in black ink, consisting of several large, sweeping loops and a final flourish, positioned above a horizontal line.

The Honorable Victor Marrero
United States District Judge