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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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

**JUDGMENT APPROVING CLASS ACTION SETTLEMENT
WITH DEFENDANT COMMERZ MARKETS LLC**

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 (collectively "Lead Plaintiffs") and named plaintiff the Government of Guam Retirement Fund ("Guam," and, together with Settling Plaintiffs, the "Settling Plaintiffs"), on behalf of themselves, the other named plaintiffs in the Action, and the other members of the Commerz Settlement Class (defined below), and (b) defendant Commerz Markets LLC ("Commerz," and, together with Lead Plaintiffs, the "Settling Parties") have entered into a Stipulation and Agreement of Settlement with Defendant Commerz Markets LLC dated March 17, 2015 (the "Commerz Stipulation"), that provides for a complete dismissal with prejudice of the claims asserted against Commerz in the Action on the terms and conditions set forth in the Commerz Stipulation, subject to the approval of this Court (the "Commerz Settlement");

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

WHEREAS, by Order dated March 17, 2015 (the “Commerz Preliminary Approval Order”), this Court: (a) preliminarily approved the Commerz Settlement; (b) certified the Commerz Settlement Class solely for purposes of effectuating the Commerz Settlement; (c) ordered that notice of the proposed Commerz Settlement be provided to potential Commerz Settlement Class Members; (d) provided Commerz Settlement Class Members with the opportunity either to exclude themselves from the Commerz Settlement Class or to object to the proposed Commerz Settlement; and (e) scheduled a hearing regarding final approval of the Commerz Settlement;

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

WHEREAS, the Court conducted a hearing on June 26, 2015 (the “Settlement Hearing”) to consider, among other things: (a) whether the terms and conditions of the Commerz Settlement are fair, reasonable and adequate to the Commerz Settlement Class, and should therefore be approved; and (b) whether a judgment should be entered dismissing the Action with prejudice as against Commerz; and

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

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

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

2. **Incorporation of Settlement Documents** – This Judgment incorporates and makes a part hereof: (a) the Commerz Stipulation filed with the Court on March 17, 2015; and (b) the Commerz Notice and the Commerz Summary Notice, both of which were filed with the Court on May 15, 2015.

3. **Class Certification for Settlement Purposes** – The Court hereby affirms its determinations in the Commerz Preliminary Approval Order certifying, for the purposes of the Commerz Settlement only, the Action as a class action pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure on behalf of a class consisting of all persons and entities who or which purchased or otherwise acquired, during the Commerz Settlement Class Period (i.e., the period beginning on August 1, 2011 through and including November 21, 2011), MF Global 6.25% Senior Notes due August 8, 2016 issued on or about August 1, 2011 (“6.25% Senior Notes”) and were damaged thereby (the “Commerz Settlement Class”). Excluded from the Commerz Settlement Class are: (i) Defendants and MF Global; (ii) members of the Immediate Families of the Individual Defendants; (iii) the subsidiaries and affiliates of Defendants and MF Global; (iv) any person or entity who or which was, at any time during the period beginning on May 20, 2010 through and including November 21, 2011, 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 period beginning on May 20, 2010 through and including November 21, 2011, 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.

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

5. **Notice** – The Court finds that the dissemination of the Commerz Notice and the publication of the Commerz Summary Notice: (a) were implemented in accordance with the Commerz Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Commerz Settlement Class Members of (i) the pendency of the Action; (ii) the effect of the proposed Commerz Settlement (including the Releases to be provided thereunder); (iii) their right to object to any aspect of the Commerz Settlement; (iv) their right to exclude themselves from the Commerz Settlement Class; and (v) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Commerz Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the

Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 77z-1, as amended, and all other applicable law and rules.

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

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

8. **Binding Effect** – The terms of the Commerz Stipulation and of this Judgment shall be forever binding on Commerz, Settling Plaintiffs and all other Commerz Settlement Class Members (regardless of whether or not any individual Commerz Settlement Class Member submits a Proof of Claim Form or seeks or obtains a distribution from the Commerz Net Settlement Fund), as well as their respective successors and assigns.

9. **Releases** – The Releases set forth in paragraphs 5 and 6 of the Commerz Stipulation, together with the definitions contained in paragraph 1 of the Commerz Stipulation

relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, and subject to paragraph 10 below, upon the Effective Date of the Commerz Settlement, Settling Plaintiffs and each of the other Commerz Settlement Class Members, on behalf of themselves and their respective heirs, executors, administrators, predecessors, successors, affiliates and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiffs' Claim against Commerz and the other Commerz Releasees, and shall forever be enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Commerz Releasees. This Release shall not apply to any of the Excluded Plaintiffs' Claims.

(b) Without further action by anyone, and subject to paragraph 10 below, upon the Effective Date of the Commerz Settlement, Commerz, on behalf of itself and its administrators, predecessors, successors, affiliates and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Commerz Claim against Settling Plaintiffs and the other Plaintiffs' Releasees, and shall forever be enjoined from prosecuting any or all of the Released Commerz Claims against any of the Plaintiffs' Releasees. This Release shall not apply to any Excluded Commerz Claim.

10. Notwithstanding paragraphs 9(a) – (b) above, nothing in this Judgment shall bar any action by any of the Settling Parties to enforce or effectuate the terms of the Commerz Stipulation or this Judgment.

11. **Bar Order** – The Court hereby: (a) permanently bars, enjoins and restrains any person or entity from commencing, prosecuting, or asserting any Barred Claims against any of the Commerz Releasees, whether as claims, cross-claims, counterclaims, third-party claims, or otherwise, and whether asserted in the Action or any other proceeding, in this Court, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere; and (b) permanently bars, enjoins, and restrains the Commerz Releasees from commencing, prosecuting, or asserting any Barred Claims against any person or entity, whether as claims, cross-claims, counterclaims, third-party claims or otherwise, and whether asserted in the Action or any other proceeding, in this Court, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere.

12. **Judgment Reduction** – Any final verdict or judgment obtained by or on behalf of the Commerz Settlement Class arising out of the 6.25% Senior Notes offering against any person or entity subject to the Bar Order shall be reduced by the greatest of: (i) an amount that corresponds to the percentage of responsibility of Commerz as an underwriter of that offering for common damages arising out of that offering; (ii) the amount paid by or on behalf of Commerz to the Commerz Settlement Class for common damages arising out of the 6.25% Senior Notes offering; or (iii) the amount Commerz would have been required under the applicable agreements among the underwriters of the 6.25% Senior Notes to contribute to any judgment with respect to the 6.25% Senior Notes offering if not for the Bar Order, i.e., the percentage that corresponds to the percentage of the 6.25% Senior Notes offering that Commerz committed to take down in that offering (including any over allotment); provided, however, there shall be no reduction for any amounts Commerz would be responsible to contribute under those agreements with respect solely

to any and all costs or fees (including but not limited to attorneys' fees) incurred by or for which the underwriters of the 6.25% Senior Notes may otherwise become responsible that are related in any way to such judgment.

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

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

(a) shall be offered against any of the Commerz Releasees as evidence of, or construed as, or deemed to be evidence of (i) any presumption, concession, or admission by any of the Commerz Releasees with respect to the truth of any fact alleged by Settling Plaintiffs, the validity of any claim that was or could have been asserted by Settling Plaintiffs or any member of the Commerz Settlement Class, or the deficiency of any defense that has been or could have been asserted by Commerz in this Action or in any other litigation, or (ii) any liability, negligence, fault, or other wrongdoing of any kind of any of the Commerz Releasees or in any way referred to for any other reason as against any of the Commerz Releasees, in any civil, criminal or administrative action or

proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Commerz 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 Commerz Releasees had meritorious defenses, or that damages recoverable against Commerz under the Complaint would not have exceeded the Commerz 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 Commerz Stipulation; or

(c) shall be construed against any of Releasees as an admission, concession, or presumption that the consideration to be given under the Commerz Settlement represents the amount which could be or would have been recovered against Commerz after trial; provided, however, that the Settling Parties and the Releasees and their respective counsel may refer to this Judgment and the Commerz Stipulation to effectuate the protections from liability granted hereunder and thereunder or otherwise to enforce the terms of the Commerz Settlement.

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

proceeds of the Commerz Settlement Fund; (e) any motion to approve the Class Distribution Order; and (f) the Commerz Settlement Class Members for all matters relating to the Commerz Settlement.

16. At this time, motions for approval of a plan of allocation or for an award of attorneys' fees and reimbursement of Litigation Expenses to Plaintiffs' Counsel have not been made. Following additional notice to Commerz Settlement Class Members and an opportunity to be heard, separate orders shall be entered regarding approval of a plan of allocation and the motion of Co-Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses. Such orders shall in no way affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of the Commerz Settlement.

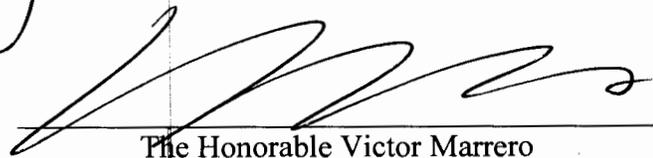
17. **Modification of the Agreement of Settlement** – Without further approval from the Court, Settling Plaintiffs and Commerz are hereby authorized to agree to and adopt such amendments or modifications of the Commerz Stipulation or any exhibits attached thereto to effectuate the Commerz Settlement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

18. **Termination of Settlement** – If the Commerz Settlement is terminated as provided in the Commerz Stipulation or the Effective Date of the Commerz Settlement otherwise fails to occur, this Judgment shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Commerz Stipulation, and this Judgment shall be without prejudice to the rights of Settling Plaintiffs, the other Commerz Settlement Class Members and

Commerz, and the Settling Parties shall revert to their respective positions in the Action as of May 8, 2014, as provided in the Commerz Stipulation.

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

SO ORDERED this *26th* day of *June*, 2015.



The Honorable Victor Marrero
United States District Judge

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