

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

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

STANFORD INTERNATIONAL BANK,
LTD., *et al.*,

Defendants.

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Civil Action No. 3:09-CV-00298-N

SCHEDULING ORDER

WHEREAS, on the one hand, (i) Ralph S. Janvey, solely in his capacity as the receiver (the “Receiver”) for Robert Allen Stanford and other persons and entities pursuant to the orders of this Court entered February 17, 2009, March 12, 2009, and July 19, 2010 in this action; (ii) the Official Stanford Investors Committee, as defined in the order of this Court entered August 10, 2010 in this action (the “Committee”); and (iii) Marcus A. Wide and Hugh Dickson, in their capacities as the joint liquidators of Stanford International Bank, Ltd. and Stanford Trust Company Ltd., and Marcus A. Wide and Hordley Forbes in their capacities as the joint liquidators of Stanford Development Company, pursuant to the orders of the Eastern Caribbean Supreme Court in Antigua and Barbuda entered May 12, 2011, March 30, 2012, and October 15, 2013 (the “Antiguan Liquidators”); and, on the other hand, (iv) Kroll, LLC (f/k/a Kroll Inc.) and Kroll Associates, Inc. (together, “Kroll”) (collectively with the Receiver, the Committee, and the Antiguan Liquidators, the “Parties”), have entered into a global settlement agreement dated as of December 15, 2015 (the “Agreement”), which defines a settlement (the “Settlement”), including a twenty-four million dollar (\$24,000,000.00) payment by or on behalf of Kroll (the “Settlement Amount”);

WHEREAS, the Receiver plans to distribute the Settlement Amount, contingent on the Settlement becoming effective, minus certain attorneys' fees, expenses, and costs, in a manner similar to that approved by this Court in its Orders approving the Receiver's Interim Distribution Plans [*see* Docs. 1877 and 2037];

WHEREAS, unless otherwise defined in this order (the "Scheduling Order"), the capitalized terms in this Scheduling Order shall have the same meanings as they have in the Agreement [*see* Ex. 1];

WHEREAS, on March 7, 2016, the Receiver and the Committee moved on an expedited basis for an order to, *inter alia*: (i) provide for notice of the Agreement, the Settlement, and the Bar Order and Judgment; (ii) set the Objection Deadline by which objections to the Agreement, the Settlement, and the Bar Order and Judgment must be filed and served; (iii) set a date by which the Parties may file responses to any such objections; and (iv) provide for a Hearing on the Agreement, the Settlement, and the Bar Order and Judgment, and any objections;

WHEREAS, the Court has considered all arguments made and all papers filed in connection with the foregoing motion;

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. Hearing: A Hearing is scheduled to 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 10:00 a.m. on July 8, 2016, which is a date at least ninety-one (91) calendar days after entry of this Scheduling Order. The purposes of the Hearing will be: (i) to determine whether the Agreement including its exhibits, attached as Exhibit 1 to this Scheduling Order, and the Settlement it describes, should be approved by the Court; (ii) to determine whether the Bar Order and Judgment, attached as Exhibit 1(D) to

this Scheduling Order, should be entered by the Court; and (iii) to rule upon such other matters as the Court may deem appropriate.

2. Possible Approval: The Court may approve the Agreement and the Settlement, and enter the Bar Order and Judgment, at any time at or after the Hearing, with such modifications as may be consented to by the Parties and without further notice.

3. Notice: The Court finds that the methodology, distribution, and dissemination of Notice proposed by the Parties and required by this Scheduling Order (i) constitute the best practicable notice; (ii) constitute notice that is reasonably calculated, under the circumstances, to apprise all Persons of the Settlement and its effects, including the releases and injunctions provided under its terms, and all rights to object to the Agreement, the Settlement, or the Bar Order and Judgment, and to appear at the Hearing; (iii) are reasonable and constitute due, adequate, and sufficient notice; (iv) 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 (v) will provide to all Persons a full and fair opportunity to be heard on these matters. Notice Costs shall be borne as set forth in the Agreement. The Receiver is hereby ordered to:

a. no later than twenty-one (21) calendar days after entry of this Scheduling Order, cause the long form notice in the form attached as Exhibit 1(B) to this Scheduling Order (the "Long Form Notice") to be sent, by first class mail, postage prepaid, and by e-mail, if the Receiver has an e-mail address, to each Person who (i) held a certificate of deposit, CD, depository account, or investment with Stanford as of February 16, 2009, (ii) has submitted a Proof of Claim to the Receiver or a Proof of Debt to the Antiguan Liquidators, or (iii) held a certificate of deposit, CD, depository account, or investment with Stanford, and has been sued by the Receiver, the Committee, or the Antiguan Liquidators for recovery of payments in excess of such Person's

original investment, provided, however, that if a Person otherwise would receive the Long Form Notice has transferred their claims to a third party, the Receiver shall provide notice to the transferee and is not required to provide notice to the transferor;

b. no later than twenty-one (21) calendar days after entry of this Scheduling Order, cause the Long Form Notice to be distributed by ECF to all parties to and persons who have entered an appearance in any case included in MDL No. 2099, *In re: Stanford Entities Securities Litigation* (N.D. Tex.);

c. no later than twenty-one (21) calendar days after entry of this Scheduling Order, cause the publication notice in the form attached as Exhibit 1(C) to this Scheduling Order (the "Publication Notice") to be published in the print and electronic editions of the following publications: The Wall Street Journal (global edition, as well as the Spanish translation of the Publication Notice attached as Exhibit 1(C) to this Scheduling Order in Colombia, Ecuador, Mexico, Panama, Peru, and Venezuela), The New York Times, and The Daily Observer (Antigua and Barbuda);

d. no later than twenty-one (21) calendar days after entry of this Scheduling Order, cause this Scheduling Order, its exhibits, the Long Form Notice, the Publication Notice, and the motion papers concerning this Scheduling Order to be posted on the Receiver's website (www.stanfordfinancialreceivership.com);

e. no later than twenty-one (21) calendar days after entry of this Scheduling Order, cause the Receiver's website (www.stanfordfinancialreceivership.com) to include Spanish translations of this Scheduling Order, and the Agreement, the Long Form Notice, the Publication Notice, the Antigua Order, and the proposed Bar Order and Judgment, attached as Exhibits 1, 1(B), 1(C), 1(E), and 1(D) to this Scheduling Order; and

f. at or before the Hearing, provide the Court with an affidavit or affirmation stating that the Receiver complied with paragraph 3(a)-(e) of this Scheduling Order.

4. Nominees: Any Person that held a certificate of deposit, CD, depository account, or investment with Stanford as nominee for a beneficial owner must, within seven (7) calendar days of learning of the Long Form Notice, Publication Notice, or this Scheduling Order, either (i) send a copy of the Publication Notice by first class mail to all such beneficial owners, or (ii) provide a list of the names and addresses of such beneficial owners to: Stanford Financial Claims, c/o Gilardi & Co. LLC, P.O. Box 990, Corte Madera, California 94976-0990, Telephone: (866) 964-6301 or (317) 324-0757, E-mail: info@stanfordfinancialclaims.com.

5. Objections and Appearances at the Hearing: Any Person who opposes the Agreement, the Settlement, or the Bar Order and Judgment, or wishes to appear at the Hearing, shall, no later than fifty-six (56) calendar days after the entry of this Scheduling Order (the "Objection Deadline"):

a. file in this action, either by ECF or by mail to the Clerk of the United States District Court for the Northern District of Texas, 1100 Commerce Street, Dallas, Texas 75242, an objection that:

- (i) is signed;
- (ii) contains the name, address, telephone number, and, if available, e-mail address of the objector;
- (iii) contains the name, address, telephone number, and e-mail address of any attorney representing the objector in this matter;
- (iv) states whether the objector, or, if applicable, the objector's attorney, wishes to be heard orally at the Hearing;

(v) states in detail the basis for the objection; and

(vi) attaches any documents the objector wants the Court to consider;

and

b. serve copies of such objection by ECF, or instead by e-mail and first class mail upon each of the following:

Steven S. Sparling
Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Telephone: (212) 715-7736
E-mail: ssparling@kramerlevin.com

and

Ralph S. Janvey
c/o Mark R. Murphy
Davis & Santos, Attorneys & Counselors, P.C.
The Weston Centre
112 E. Pecan Street Suite 900
San Antonio, Texas 78205
Telephone: (210) 853-5882
E-mail: mmurphy@dslawpc.com

An objector shall be deemed to have submitted to the jurisdiction of this Court for all purposes related to the objection, the Agreement, the Settlement, and the Bar Order and Judgment. 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 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 Hearing or take any other action to indicate their approval.

6. Responses to Objections: No later than seven (7) calendar days before the Hearing, the Parties to the Agreement may respond to any objections, by (i) filing such response by ECF in this action, and (ii) to the extent any objector filed and served an objection by the Objection

Deadline in compliance with paragraph 5 of this Scheduling Order other than by ECF, serving such responses upon such objector by first class mail and e-mail, to the extent that objector has provided a mail address and an e-mail address.

7. Computing Time: All deadlines and date requirements pursuant to this Scheduling Order shall be met: (i) in the case of in-person filing with the Clerk of the Court, by filing no later than when the Clerk's office is scheduled to close, (ii) in the case of mail, by sending such mail postmarked no later than the deadline or required date, (iii) in the case of electronic filing via ECF, by electronic filing no later than 11:59 p.m. in the Court's time zone, and (iv) in the case of e-mail, by sending such e-mail no later than 11:59 p.m. in the Court's time zone. If any deadline or date requirement pursuant to this Scheduling Order falls on a Saturday, a Sunday, or a legal holiday specified in Rule 6(a)(6) of the Federal Rules of Civil Procedure, such date shall be adjourned until the next date that is not a Saturday, Sunday, or a legal holiday specified in Rule 6(a)(6) of the Federal Rules of Civil Procedure.

8. Adjustments Concerning Hearing and Deadlines: The date, time, and place for the 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 this action.

9. Stay: To the extent that they are not otherwise stayed, all matters between the Parties hereby are and shall be stayed, other than to effectuate the Agreement and the Settlement, until the Effective Date of the Agreement, or, if Kroll terminates the Agreement and the Settlement pursuant to Section XIV of the Agreement, until the expiration of thirty (30) business days after Kroll sends its notice of termination.

10. Termination: This Scheduling Order shall be terminated and shall become null and void and of no further force and effect, and be without prejudice to the rights of the Parties, if the Agreement and Settlement are terminated pursuant to the Agreement.

11. No Admission of Fact or Wrongdoing: There are no stipulated facts between the Parties concerning the Settled Claims. The Agreement, whether or not consummated, the Settlement, this Scheduling Order, the Bar Order and Judgment, their terms and provisions, the negotiations, proceedings, and agreements connected to them, and all papers in support of them, and the documents and statements referred to in them:

a. are not, and shall not be described, deemed, invoked, offered, received, construed, or interpreted, as a presumption, an admission, a concession, or evidence, of any deficiency in the Settled Claims, or any wrongdoing, fault, error, negligence, violation, or liability on the part of Kroll or the Kroll Released Parties, or any deficiency concerning any defense of Kroll or the Kroll Released Parties; and


b. shall not be discoverable or admissible in any action or proceeding for any reason, whether in this Court, in any other Forum, or otherwise, other than to enforce or effectuate the Agreement, the Settlement, this Scheduling Order, or the Bar Order and Judgment, or in connection with any claims, including but not limited to the Settled Claims, that Kroll may have against any Kroll Released Party, including but not limited to its insurers, reinsurers, employees and agents.

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

13. Resolution: If the Settlement is approved by the Court, a separate Bar Order and Judgment will be entered as described in the Agreement.

IT IS SO ORDERED.

SIGNED on March 23, 2016.


DAVID C. GODBEY
UNITED STATES DISTRICT JUDGE