

SECOND AMENDMENT TO SETTLEMENT AGREEMENT

THIS SECOND AMENDMENT TO SETTLEMENT AGREEMENT (the “Second Amendment”) is made and entered into by and among (i) Ralph S. Janvey, solely in his capacity as court appointed Receiver for Stanford International Bank, Ltd., et al. (the “Receiver”); (ii) the Official Stanford Investors’ Committee (the “Committee”); and (iii) Certain Underwriters at Lloyd’s of London,¹ Arch Specialty Insurance Co., and Lexington Insurance Company (collectively referred to as “Underwriters”) (the Receiver, the Committee, and Underwriters are each referred to in this Agreement individually as a “Party” and together as the “Parties”);

WHEREAS, on June 3, 2016, the Parties entered into a Settlement Agreement (“Agreement”), which Agreement the Parties thereafter amended by adopting an amended Exhibit J and extending the deadline for filing a motion to approve the Agreement (the “First Amendment”);

WHEREAS, on May 16, 2017, the United States District Court for the Northern District of Texas (the “Court”) approved the Agreement;

WHEREAS, on June 17, 2019, the United States Court of Appeals for the Fifth Circuit (the “Fifth Circuit”) issued an opinion vacating the Court’s approval of the Agreement and remanding the case for further proceedings (the “Fifth Circuit Opinion”);

WHEREAS, the Fifth Circuit held (1) that the Court erred by abrogating Individual Underwriters’ Insureds’ contractual claims to the policy proceeds without affording them an alternative compensation scheme similar, if not identical to, the Receiver’s claims process (Op. at 26); (2) that the Court erred by extinguishing Individual Underwriters’ Insureds extracontractual

¹ Certain Underwriters at Lloyd’s of London refers to Lloyd’s of London Syndicates 2987, 2488, 1084, 1886, 4000, 1183, and 1274.

claims, if any, against Underwriters (*id.*); and (3) that the Court should clarify whether the Bar Order enjoins investors from pursuing claims against their Stanford brokers (Op. at 28);

WHEREAS, on October 31, 2019, the United States Court of Appeals for the Fifth Circuit issued its mandate based on the Fifth Circuit Opinion;

WHEREAS, the Parties desire to further amend the Agreement to address the issues that led the Fifth Circuit to vacate the Court's approval of the Agreement and have hereby done so by: (1) permitting Individual Underwriters' Insureds an opportunity to present a claim to the proceeds of the settlement through the Receiver's claims process; (2) exempting from the anti-suit injunction any extracontractual claim by an Individual Underwriters' Insured; and (3) clarifying that the Order does not enjoin Stanford Investors from suing their Stanford brokers;

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

1. All terms not otherwise defined herein shall have the meaning set forth in the Agreement.
2. All references in the Agreement to the "Agreement" shall be interpreted to refer to the Agreement, as amended by the First Amendment and Second Amendment.
3. The term "Individual Underwriters' Insureds" means Underwriters' Insureds who are individual persons or an individual person's estate, but not including the Receiver.
4. The second Whereas clause on page 6 of the Agreement shall be deleted and replaced with the following: "**WHEREAS**, the Parties desire to fully, finally, and forever compromise and effect a global settlement and discharge of all claims, disputes, and issues between Underwriters and the Receiver, the Receivership Estate, and the Committee pursuant to

the terms outlined herein, including that Underwriters would have no contractual obligation to Individual Underwriters' Insureds and would have no further obligation of any kind to the Receiver, the Receivership Estate, the Committee, or the Stanford Investors;".

5. Paragraph 1 of the Agreement shall be deleted and replaced with the following:
This Agreement shall take effect as of June 3, 2016 (the "Agreement Date").

6. Paragraph 7 of the Agreement shall be deleted and replaced with the following:
"Distribution Plan" means the plan hereafter approved by the Court for the distribution of the Settlement Amount (net of any attorneys' fees or costs that are awarded by the Court) to Stanford Investors who, as of the date of the approval of the Distribution Plan, have had their Claims allowed by the Receiver ("Allowed Claims") or to Individual Underwriters' Insureds who have a non-released, non-waived contractual claim to the proceeds of the Policies and whose claims are allowed by the Receiver, subject to review by the Court. Nothing in this paragraph or elsewhere in this Agreement is intended to revive nor shall it be construed to revive, a claim belonging to an Individual Underwriters' Insured who, as of June 1, 2020, had waived or released any such claim. Any Individual Underwriters' Insured who has not, as of the Agreement Date, submitted to the Receiver a claim related to the Policies ("Outstanding Insurance Claim"), may seek to participate in the Distribution Plan, by submitting to the Receiver a proof of claim form substantially in the form of Exhibit K within seventy-five (75) days of the Insurance Claim Notice Date (the "Outstanding Insurance Claim Deadline"). Outstanding Insurance Claims submitted on or before the Outstanding Insurance Claim Deadline shall be subject to review and determination by the Receiver, whose determination shall be subject to Court review pursuant to the procedures outlined in the Court's May 4, 2012 Order establishing the Receiver's claims process (Doc. 1584, SEC Action).

7. Paragraph 9 of the Agreement is amended by adding the following sentence to the end: The Judgment and Bar Orders to be entered in the Third-Party Coverage Actions including findings under Federal Rule of Civil Procedure 54(b) will become final as set forth in this paragraph as though such judgment and orders were entered as judgments at the end of the Third-Party Coverage Actions, and the continuing pendency of the Third-Party Coverage Actions shall not be construed as preventing such judgment and orders from becoming final.

8. The fourth sentence of paragraph 35 of the Agreement shall be deleted and replaced with the following: If any Party withdraws from this Agreement pursuant to the terms of this paragraph, then each Party shall be returned to such Party's respective position immediately preceding the Agreement Date, except that the Parties will remain bound by the provisions identified in paragraph 36, which survive termination.

9. The first sentence of paragraph 52 of the Agreement shall be deleted and replaced with the following: The Parties intend this Agreement to be and constitute a final, complete, and worldwide resolution of all matters and disputes between (1) the Interested Parties other than the Individual Underwriters' Insureds, on the one hand, and Underwriters, on the other hand, and (2) Underwriters, on the one hand, and Individual Underwriters' Insureds, on the other hand, with respect to any contractual commitments that Individual Underwriters' Insureds claim Underwriters have under the Policies.

10. The Parties agree that nothing in this Agreement or in the proposed Bar Orders in Exhibits C, D, or E, is intended to prohibit, nor shall it be construed to prohibit, any Stanford Investor from pursuing any claim against any former Stanford officer, director, or employee; provided, however, that no Stanford Investor shall pursue or continue any claim against

Underwriters, whether directly or indirectly, or be entitled to any recovery from the Policies or Underwriters except through the Distribution Plan.

11. All references in the Agreement to Exhibit A shall be understood to refer instead to Amended Exhibit A, attached hereto.

12. All references in the Agreement to Exhibit B shall be understood to refer instead to Amended Exhibit B, attached hereto.

13. All references in the Agreement to Exhibit C shall be understood to refer instead to Amended Exhibit C, attached hereto.

14. All references in the Agreement to Exhibit D shall be understood to refer instead to Amended Exhibit D, attached hereto.

15. All references in the Agreement to Exhibit E shall be understood to refer instead to Amended Exhibit E, attached hereto.

16. Paragraph 44 is amended by striking the reference to Jason Green.

17. Paragraph 59 is amended to provide that notice to Underwriters shall be directed to: Manuel Mungia and Matthew Pepping, Chasnoff Mungia Valkenaar Pepping & Stribling, LLP, 1020 N.E. Loop 410, Ste. 150, San Antonio, Texas 78209, mmungia@chasnoffstribling.com, mpepping@chasnoffstribling.com.

18. The Parties agree that within thirty (30) days of this Second Amendment, they will jointly submit a motion to the Court in the SEC Action, the Coverage Action, and the Third-Party Coverage Actions to approve the Agreement, as amended by the First Amendment and Second Amendment. Within thirty (30) days of the Settlement Effective Date (the “Outstanding Insurance Claim Notice Date”), notice of the opportunity to submit a new claim as set forth in Paragraph 7 of the Agreement (as amended herein) shall be (i) sent by the Receiver by first-class

mail or electronic mail to all persons who have made a claim on the Policies on or before the Settlement Effective Date (with Underwriters to provide the Receiver with the names and contact information of all such persons); (ii) posted by the Receiver and Examiner on their respective websites; and (iii) sent by the Receiver via electronic service to all counsel of record (who are deemed to have consented to electronic service) for any Person who is, at the time of the Notice, a party in any matter in (i) MDL No. 2099, *In re: Stanford Entities Securities Litigation* (N.D. Tex.) (the “MDL”); (ii) the SEC Action; (iii) the Indirect Claims; and (iv) the Third-Party Coverage Actions; and via facsimile transmission and/or first class mail to any other counsel of record for any other such Person. The content of the notice shall be substantially in the form of Exhibit L, attached hereto.

19. The Parties agree that the motion and notice provisions of paragraphs 29 and 30 of the Agreement have been completed and the obligations set forth in those paragraphs have been satisfied.

20. No changes to the Agreement are intended by this Second Amendment other than those expressly set forth herein.

[SIGNATURE PAGE FOLLOWS]

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

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



John J. Little, in his capacity as Examiner

Official Stanford Investors Committee

By: John J. Little
Title: Chairman

Certain Underwriters' at Lloyds London

By: Gary Mann
Title: Senior Claims Adjuster at Brit Global Specialty

Lexington Insurance Company

By: David Scott, Solicitor
Title: Major Loss Adjuster, Financial Lines, American International Group UK Limited


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

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

John J. Little, in his capacity as Examiner



Official Stanford Investors Committee



By: John J. Little
Title: Chairman

Certain Underwriters' at Lloyds London

By: Gary Mann
Title: Senior Claims Adjuster at Brit Global Specialty

Lexington Insurance Company

By: David Scott, Solicitor
Title: Major Loss Adjuster, Financial Lines,
American International Group UK Limited

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


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

John J. Little, in his capacity as Examiner

Official Stanford Investors Committee

By: John J. Little
Title: Chairman

Certain Underwriters' at Lloyds London



By: Gary Mann
Title: Senior Claims Adjuster at Brit Global
Specialty

Lexington Insurance Company

By: David Scott, Solicitor
Title: Major Loss Adjuster, Financial Lines,
American International Group UK Limited

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

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

John J. Little, in his capacity as Examiner

Official Stanford Investors Committee

By: John J. Little


Title: Chairman

Certain Underwriters' at Lloyds London

By: Gary Mann

Title: Senior Claims Adjuster at Brit Global
Specialty

Lexington Insurance Company



By: David Scott, Solicitor

Title: Major Loss Adjuster, Financial Lines,
American International Group UK Limited

Arch Specialty Insurance Company



By: Michael T. Skoglund
Title: Vice President Executive Assurance
Claims

AMENDED EXHIBIT A

**LIST OF DEFENDANTS WHO WILL BE DISMISSED ON FULFILLMENT OF
CONDITIONS IDENTIFIED IN PARAGRAPH 44 OF AGREEMENT:**

1. Rebecca Hamric
2. Glen Rigby
3. Linda Wingfield
4. Gilbert Lopez
5. Mark Kuhrt
6. Luis Garcia
7. Henry Amadio
8. Daniel Bogar
9. Bernerd Young
10. Jay Comeaux
11. Suzanne Hamm
12. Jack Staley
13. Claude Reynaud

AMENDED EXHIBIT B

**NON-EXCLUSIVE LIST OF INDIRECT CLAIMS UNAFFECTED BY SETTLEMENT
AND NOT TO BE RELEASED PURSUANT TO SETTLEMENT:**

1. *Janvey v. Alguire, et al.*, No. 3:09-cv-0724 (N.D. Tex.)*
2. *Janvey v. Hamric, et al.*, No. 3:13-cv-775 (N.D. Tex.) (as to Laura Holt only)
3. *Janvey v. Nanes*, No. 3:15-cv-3171 (N.D. Tex.)
4. *Janvey v. Conzelman and Johnson*, No. 3:11-cv-2788 (N.D. Tex.)
5. *Janvey & OSIC v. Giusti*, No. 3:11-cv-292 (N.D. Tex.)
6. *Janvey v. Wieselberg, et al.*, No. 3:10-cv-1394 (N.D. Tex.)
7. *Janvey v. Stanford*, No. 11-cv-1199 (N.D. Tex.)
8. *Troice v. Willis of Colorado, Inc., et al.*, No. 09-1274 (N.D. Tex.)
9. *Janvey v. Willis of Colorado, Inc., et al.*, No. 13-3980 (N.D. Tex.)

* -- The director/officer/employee defendants named in *Janvey v. Alguire*, Case No. 3:09-CV-0724-N (N.D. Tex.) who are not to be dismissed or released pursuant to the Agreement, includes but is not limited to:

- i. Peggy Allen
- ii. Orlando Amaya
- iii. Victoria Anctil
- iv. James F. Anthony
- v. Juan Araujo
- vi. Monica Ardesi
- vii. John Michael Arthur
- viii. Mauricio Aviles
- ix. Brown Baine

- x. Timothy Bambauer
- xi. Isaac Bar
- xii. Jane E. Bates
- xiii. Teral Bennett
- xiv. Lori Bensing
- xv. Fabio Bramanti
- xvi. Fernando Braojos
- xvii. Alan Brookshire
- xviii. Nancy Brownlee
- xix. George Cairnes
- xx. Rafael Carriles
- xxi. Naveen Chaudhary
- xxii. Jane Chernovetzky
- xxiii. Susana Cisneros
- xxiv. Neal Clement
- xxv. Michael Conrad
- xxvi. Bernard Cools-Lartigue
- xxvii. Don Cooper
- xxviii. Jose Cordero
- xxix. Oscar Correa
- xxx. John Cravens
- xxxi. Ken Crimmins
- xxxii. James Cross
- xxxiii. William S. Decker
- xxxiv. Pedro Delgado

EXHIBIT B

- xxxv. Arturo R. Diaz
- xxxvi. Ana Dongilio
- xxxvii. Torben Garde DueNeil Emery
- xxxviii. Jordan Estra
- xxxix. Jason Fair
- xl. Marina Feldman
- xli. Ignacio Felice
- xl.ii. Lori J. Fischer
- xl.iii. James Fontenot
- xl. iv. Juliana Franco
- xl. v. John Fry
- xl. vi. Miguel A. Garces
- xl. vii. Gustavo A. Garcia
- xl. viii. Gregg Gelber
- xl. ix. Mark Gensch
- l. Juan Carlos Gonzalez
- li. Mark Groesbeck
- lii. John Gutfranski
- liii. Jon Hanna
- liv. Dirk Harris
- lv. Kelley L. Hawkins
- lvi. Roberto T. Helguera
- lvii. Martine Hernandez
- lviii. Alfredo Herraes
- lix. Helena M. Herrero

EXHIBIT B

- lx. Robert Hogue
- lxi. John Holliday
- lxii. Marcos Iturriza
- lxiii. Allen Johnson
- lxiv. Susan K. Jurica
- lxv. Marty Karvelis
- lxvi. Faran Kassam
- lxvii. David Wayne Krumrey
- lxviii. Bruce Lang
- lxix. Grady Layfield
- lxx. William Leighton
- lxxi. Robert Lenoir
- lxxii. Humberto Lepage
- lxxiii. Francois Lessard
- lxxiv. Jason Likens
- lxxv. Luis Felipe Lozano
- lxxvi. Anthony Makransky
- lxxvii. Manuel Malvaez
- lxxviii. Michael Mansur
- lxxix. Iris Marcovich
- lxxx. Claudia Martinez
- lxxxi. Aymeric Martinoia
- lxxxii. Douglas McDaniel
- lxxxiii. Gerardo Meave-Flores
- lxxxiv. Lawrence Messina

EXHIBIT B

- lxxxv. Nolan N. Metzger
- lxxxvi. William J. Metzinger
- lxxxvii. Hank Mills
- lxxxviii. Peter Montalbano
- lxxxix. Alberto Montero
- xc. Shawn Morgan
- xc. Spencer Murchison
- xcii. Aaron Nelson
- xciii. Scott Notowich
- xciv. Walter Orejuela
- xcv. Alfonso Ortega
- xcvi. Zack Parrish
- xcvii. Tim Parsons
- xcviii. Beatriz Pena
- xcix. Ernesto Pena
- c. Saraminta Perez
- ci. Tony Perez
- cii. Eduardo Picon
- ciii. Edward Prieto
- civ. Arturo Prum
- cv. Maria Putz
- cvi. Michael Ralby
- cvii. Charles Rawl
- cviii. Steven Restifo
- cix. Walter Ricardo

EXHIBIT B

- cx. Giampiero Riccio
- cx. Juan C. Riera
- cxii. Thomas G. Rudkin
- cxiii. Julio Ruelas
- cxiv. Nicholas P. Salas
- cxv. Tatiana Saldivia
- cxvi. John Santi
- cxvii. Louis Schaufele
- cxviii. Haygood Seawell
- cxix. Leonard Seawell
- cxx. Morris Serrero
- cxxi. Nick Sherrod
- cxxii. Rochelle Sidney
- cxxiii. Peter Siragna
- cxxiv. Nancy Soto
- cxxv. Sanford Steinberg
- cxxvi. David M. Stubbs
- cxxvii. Ana Tanur
- cxxviii. Juan Carlos Terrazas
- cxxix. Yliana Torrealba
- cxxx. Jose Torres
- cxxxi. Audrey Truman
- cxxxii. Roberto Ulloa
- cxxxiii. Miguel Valdez
- cxxxiv. Mario Vieira

EXHIBIT B

- xxxxv. Evely Villalon
- xxxxvi. Daniel Vitrian
- xxxxvii. Charles Vollmer
- xxxxviii. David Whittemore
- xxxxix. Charles Widener
- cxl. Thomas Woolsey
- cxli. Michael Word
- cxlii. Ryan Wrobleske
- cxliii. Ihab Yassine
- cxliv. Leon Zaidner

AMENDED EXHIBIT C

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

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

FINAL BAR ORDER

Before the Court is the Motion to Approve Amended Proposed Settlement with Certain Underwriters at Lloyd’s of London,¹ Arch Specialty Insurance Company, and Lexington Insurance Company (collectively “Underwriters”), to Enter the Bar Order, to Enter the Judgments and Bar Orders, and for Attorneys’ Fees (the “Motion”), filed by Ralph S. Janvey, in his capacity as court-appointed Receiver for Stanford International Bank, Ltd. et al. (the “Receiver”). Docket No. [CITE]. The Motion concerns an Agreement (the “Agreement”)² among and between Underwriters, the Official Stanford Investors Committee, and the Receiver. Underwriters and the Receiver are parties to *Certain Underwriters at Lloyd’s of London, et al. v. Ralph S. Janvey, et al.*, Civil Action No. 3:09-CV-01736 (the “Coverage Action”). The Court-appointed Examiner signed

¹ “Certain Underwriters at Lloyd’s of London” means Lloyd’s of London Underwriting Members in Syndicates 2987, 2488, 1886, 1084, 4000, 1183, and 1274.

² The term “Agreement” refers to the Settlement Agreement, as amended by the First Amendment and Second Amendment, which is attached as Exhibit [CITE] of the Appendix to the Motion. Unless otherwise indicated, all references to the Agreement are intended to refer to the Agreement, as amended by the First Amendment and Second Amendment.

the Agreement as Examiner solely to evidence his support and approval of the Agreement and to confirm his obligations to post the Notice on his website, but is not otherwise individually a party to the Coverage Action or the Agreement.

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

I. INTRODUCTION

On February 16, 2009, this Court appointed Ralph S. Janvey to be the Receiver for the Stanford Entities. Docket No. 10, *Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.*, No. 3:09-cv-298 (N.D. Tex.) (the “SEC Action”). Following his appointment, the Receiver made claims for coverage (the “Direct Claims”) under three insurance policies issued by Underwriters to the Stanford Entities: (1) Financial Institutions Crime and Professional Indemnity Policy, Policy Number 576/MNA851300 (the “PI Policy”); (2) Directors’ and Officers’ Liability and Company Indemnity Policy, Policy Number 576/MNK558900 (the “D&O Policy”); and (3) Excess Blended Wrap Policy, Policy Number 576/MNA831400 (the “Excess Policy,” and collectively with the PI Policy and the D&O Policy, the “Insurance Policies” or the “Policies”).³

The Insurance Policies provide for certain limits of the amount of coverage available. The Parties dispute the available limits, the legal effect of the provisions governing the Policies’ limits, and the amount of the Policies’ remaining limits.

Underwriters dispute there is coverage for the Direct Claims and filed the Coverage Action, seeking a declaration of no coverage under the Insurance Policies. The Receiver counterclaimed,

³ Arch Specialty Insurance Company also referred to the D&O Policy by reference number DOX009453-03; the PI Policy by reference number FIF0009455-03; and the Excess Policy by reference number BFI0009530-03.

alleging, *inter alia*, breach of contract, breach of the duty of good faith and fair dealing, bad faith under the Texas Insurance Code, and violation of the Texas Deceptive Trade Practices Act.

Underwriters filed a motion for judgment on the pleadings, (Doc. 50, Coverage Action), to which the Receiver responded, (Doc. 58, Coverage Action), and which the Court denied, (Doc. 93, Coverage Action). Underwriters and the Receiver engaged in written discovery and electronic discovery, reviewing and analyzing voluminous Stanford documents maintained by the Receivership. Numerous depositions were taken in the United States, London, and Mexico.

In addition to the Coverage Action, the Insurance Policies are or may be implicated in numerous other disputes. The Receiver and the Committee filed numerous lawsuits against Underwriters' Insureds (the "Indirect Claims"),⁴ who in turn made or may make claims for coverage under the Policies. Stanford Investors⁵ also made numerous claims against Underwriters Insureds (the "Stanford Investor Claims"),⁶ who in turn made or may make claims for coverage under the Insurance Policies. Underwriters contend that the Insurance Policies do not provide coverage for the Indirect Claims or the Stanford Investor Claims, and they are involved in numerous lawsuits relating to the various claims for coverage under the Policies (the "Third-Party Coverage Actions").⁷ Nonetheless, pursuant to the Policies and as permitted by this Court's prior order (Doc. 831), Underwriters have paid approximately \$30.3 million for the defense costs of

⁴ The term "Underwriters' Insureds" is defined in Paragraph 25 of the Agreement. The term "Indirect Claims" is defined on page 3 of the Agreement.

⁵ The term "Stanford Investors" is defined on pages 4-5 of the Agreement.

⁶ The term "Stanford Investor Claims" is defined in Paragraph 21 of the Agreement.

⁷ The term "Third- Party Coverage Actions" is defined in Paragraph 23 of the Agreement and Exhibit J to the Agreement.

various of Underwriters' Insureds. The Receiver has intervened or sought to intervene in the Third-Party Coverage Actions.

The litigated resolution of the Coverage Action and the Third-Party Coverage Actions would likely cost millions of dollars and the outcome is uncertain. Recognizing the uncertainties, risks, and costs of litigation, the Receiver and Underwriters entered into formal, mediated settlement negotiations beginning in June 2015. In addition to the Receiver and Underwriters, the Examiner participated in the settlement discussions, ensuring that the perspective of the Committee—which the Court appointed to “represent[] in this case and related matters” the “customers of SIBL who, as of February 16, 2009, had funds on deposit at SIBL and/or were holding certificates of deposit issued by SIBL” (Docket No. 1149)—would be heard in connection with any proposed settlement involving the Insurance Policies. Following the last day of mediation, the parties continued their negotiations and arrived at a settlement, which the original Agreement documents.

On June 27, 2016, the Receiver filed a motion to approve the original Agreement. (Doc. 2324.) The Court thereafter entered a Scheduling Order on July 12, 2016 (Doc. 2333), which, *inter alia*, authorized the Receiver to provide notice of the Agreement, established a briefing schedule on the Motion, and set the date for a hearing. On October 28, 2016, the Court held the scheduled hearing. On May 16, 2017, the Court approved the original Agreement.

The Court's approval of the original Agreement was ultimately reversed on appeal by the Fifth Circuit. The opinion reversed the Court's approval of the original Agreement because of the following issues identified by the Fifth Circuit: (1) that the Court erred by abrogating Individual Underwriters' Insureds' contractual claims to the policy proceeds without affording them an alternative compensation scheme similar, if not identical to, the Receiver's claims process (the

“First Issue”) (Op. at 26); (2) that the Court erred by extinguishing Individual Underwriters’ Insureds’ extracontractual claims, if any, against Underwriters (the “Second Issue”) (*id.*); and (3) that the Court should clarify whether the Bar Order enjoins investors from pursuing claims against their Stanford brokers (the “Third Issue”) (Op. at 28).

The Receiver, Underwriters, and OSIC reconvened their settlement negotiations to address the issues identified by the court of appeals and ultimately entered into a Second Amendment to the Agreement, which is now before the Court. Under the terms of the Agreement, Underwriters will pay \$65 million to the Receivership Estate, which (less attorneys’ fees and expenses) will be distributed to Stanford Investors with allowed claims or to Individual Underwriters’ Insureds who have a non-released, non-waived contractual claim to the proceeds of the Policies and whose claims are allowed by the Receiver, subject to review by the Court. In return, Underwriters seek global peace with respect to all claims that have been asserted, or could have been asserted, against Underwriters arising out of, in connection with, or relating to: the events leading to this Receivership, the Coverage Action, the Third-Party Coverage Actions, the Indirect Claims, and the Stanford Investor Claims; all matters that were or could have been asserted in the Coverage Action, the Third-Party Coverage Actions, the Indirect Claims, and the Stanford Investor Claims; the Insurance Policies; Underwriters’ relationship with the Stanford Entities;⁸ and any actual or potential claim of coverage under the Insurance Policies in connection with the SEC Action, the Receivership, the Indirect Claims, the Stanford Investor Claims, or any claim asserted against any person who has ever had any affiliation with any of the Stanford Entities, save and except the Individual Underwriters’ Insureds’ extracontractual claims described in the second sentence of

⁸ The term “Stanford Entities” is defined in Paragraph 20 of the Agreement and Exhibit H to the Agreement.

Paragraph 14 below. Accordingly, the Settlement is conditioned on the Court's approval and entry of this Final Bar Order.

For the reasons set forth herein, the Court finds that the terms of the Agreement are adequate, fair, reasonable, and equitable, and that it should be and is hereby **APPROVED**. The Court further finds that entry of this Final Bar Order is appropriate and that this Final Bar Order adequately addresses the issues with the original bar order identified by the Fifth Circuit. In particular, this Final Bar Order: (1) addresses the First Issue by permitting Individual Underwriters' Insureds an opportunity to present a claim to proceeds of the settlement through the Receiver's claims process; (2) addresses the Second Issue by exempting from the anti-suit injunction any extracontractual claim by an Individual Underwriters' Insured; and (3) addresses the Third Issue by clarifying that the Order does not enjoin Stanford Investors from suing their Stanford brokers.

II. ORDER

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

1. Terms used in this Final Bar Order that are defined in the Agreement or the First Amendment or the Second Amendment, unless expressly otherwise defined herein, have the same meaning as in the Agreement or the First Amendment or the Second Amendment.

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

3. The Court finds that the methodology, form, content and dissemination of the Notice, as supplemented by notice of the Motion, which was filed on the dockets of this action, the Coverage Action, and the Third-Party Coverage Actions: (i) were implemented in accordance with the requirements of the Scheduling Order; (ii) constituted the best practicable notice; (iii) were reasonably calculated, under the circumstances, to apprise all interested Persons of the Agreement, the releases therein, and the injunctions provided for in this Bar Order and in the Judgments and Bar Orders to be entered in the Coverage Action and the Third-Party Coverage Actions; (iv) were reasonably calculated, under the circumstances, to apprise all interested Persons of the right to object to the Agreement, this Bar Order, and the Judgments and Bar Orders to be entered in the Coverage Action and the Third-Party Coverage Actions, and to appear at the Final Approval Hearing; (v) were reasonable and constituted due, adequate, and sufficient notice; (vi) met all applicable requirements of law, including, without limitation, the Federal Rules of Civil Procedure, the United States Constitution (including Due Process), and the Rules of the Court; and (vii) provided to all Persons a full and fair opportunity to be heard on these matters.

4. The Court finds that the Agreement was reached following substantial litigation and an extensive investigation of the facts and resulted from vigorous, good faith, arm's-length, mediated negotiations involving experienced and competent counsel. The competing claims in the Coverage Action and the Third-Party Coverage Actions involve complex legal and factual issues that would require a substantial amount of time and expense to litigate, with uncertainty as to the outcome. The range of possible outcomes includes that there may be no coverage of any kind under the Insurance Policies, that there may be less coverage than the amount provided for in the Agreement, or that there may be more coverage than the amount provided for in the Agreement. In any event, the proceeds of the Insurance Policies represent a finite pool of resources. In the

absence of the Agreement, the proceeds of the Insurance Policies, to whatever extent they are available, would be dissipated through mere happenstance, rather than through consideration of equity or fairness.

5. Further, it is clear that Underwriters would never agree to the terms of the Agreement unless they were assured of “total peace” with respect to all claims that have been, or could be, asserted against Underwriters arising from, in connection with, or relating to the actual or alleged insurer-insured relationship between Underwriters, on the one hand, and Underwriters’ Insureds, the Stanford Entities, and the Stanford Investors, on the other hand, save and except the Individual Underwriters’ Insureds’ extracontractual claims described in the second sentence of Paragraph 14 below.

6. The injunction against any such claims against Underwriters is therefore a necessary and appropriate order ancillary to the relief obtained for the Stanford Entities, and by extension, the victims of the Stanford Ponzi scheme, pursuant to the Agreement. *See Kaleta*, 530 F. App’x at 362 (entering bar order and injunction against investor claims as “ancillary relief” to a settlement in an SEC receivership proceeding).

7. Pursuant to the Agreement and upon motion by the Receiver, this Court will approve a Distribution Plan that will fairly and reasonably distribute the net proceeds of the Settlement Amount (less attorneys’ fees and expenses) to Stanford Investors who have claims approved by the Receiver or to Individual Underwriters’ Insureds who have a non-released, non-waived contractual claim to the proceeds of the Policies and whose claims are allowed by the Receiver. The Receiver’s determinations of contractual claims to the proceeds of the Policies are subject to review by the Court. Nothing in this Judgment and Bar Order should be construed as pre-approving any such claim or requiring the Receiver to approve any such claim. The Court

finds that the Receiver's claims process, the opportunity to submit supplemental claims to the Receiver related to the Policies, and the Distribution Plan contemplated in the Agreement have been designed to ensure that all Stanford Investors and all Individual Underwriters' Insureds have received or will receive an opportunity to pursue their claims through the Receiver's claims process previously approved by the Court (ECF No. 1584).

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

9. Accordingly, the Court finds that the Agreement is, in all respects, fair, reasonable, and adequate, and in the best interests of all Persons claiming an interest in, having authority over, or asserting a claim against Underwriters, Underwriters' Insureds, the Stanford Entities, the Receiver, or the Receivership Estate. The settlement, the terms of which are set forth in the Agreement, is hereby fully and finally approved. The Parties are directed to implement and consummate the Agreement in accordance with its terms and provisions and this Final Bar Order.

10. Based on the considerations outlined herein, the Court further finds that the Agreement and this Order are fair, just, and equitable, notwithstanding the fact that some individuals who may qualify as Individual Underwriters' Insureds will no longer be in a position to assert contractual claims relating to the Policies against Underwriters other than pursuing claims through the Distribution Plan.

11. Pursuant to the provisions of Paragraph 39 of the Agreement, as of the Settlement Effective Date, Underwriters and the Underwriters Released Parties shall be completely released, acquitted, and forever discharged from all Settled Claims by the Receiver or the Committee, including any action, cause of action, suit, liability, claim, right of action, or demand whatsoever, whether or not currently asserted, known, suspected, existing, or discoverable, and whether based

on federal law, state law, foreign law, common law, or otherwise, and whether based on contract, tort, statute, law, equity or otherwise, that the Receiver, the Receivership Estate, the Committee, the Claimants, Underwriters' Insureds, the Stanford Investors, and the Persons, entities and interests represented by those Persons ever had, now has, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity, for, upon, arising from, relating to, or by reason of any matter, cause, or thing whatsoever, that, in full or in part, concerns, relates to, arises out of, or is in any manner connected with (i) the Insurance Policies; (ii) the Stanford Entities; (iii) any certificate of deposit, CD, depository account, or investment of any type with any one or more of the Stanford Entities; (iv) any one or more of Underwriters' relationships with any one or more of the Stanford Entities; (v) any actual or potential claim of coverage under the Insurance Policies in connection with the SEC Action, the Receivership, the Indirect Claims, the Stanford Investor Claims, or any claim asserted against any Stanford Defendant or any other Person who has ever had any affiliation with any Stanford Defendant; (vi) the Coverage Action; (vii) the Third-Party Coverage Actions; (viii) the Indirect Claims; and (ix) all matters that were or could have been asserted in SEC Action, the Coverage Action, the Indirect Claims, the Stanford Investor Claims, and/or the Third-Party Coverage Actions, or any proceeding concerning the Stanford Entities pending or commenced in any Forum.

12. Pursuant to the provisions of Paragraph 40 of the Agreement, as of the Settlement Effective Date, the Receivership's Released Parties shall be completely released, acquitted, and forever discharged from all Settled Claims by Underwriters.

13. Notwithstanding anything to the contrary in this Final Bar Order, the foregoing releases do not release the Parties' rights and obligations under the Agreement or bar the Parties from enforcing or effectuating the terms of the Agreement.

14. The Court hereby permanently bars, restrains and enjoins the Receiver, the Receivership Estate, the Committee, the Claimants, the Stanford Investors, Underwriters' Insureds, the Interested Parties, and all other Persons or entities, whether acting in concert with the foregoing or claiming by, through, or under the foregoing, or otherwise, all and individually, from directly, indirectly, or through a third party, instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, or otherwise prosecuting, against any of the Underwriters or any of the Underwriters Released Parties, any action, lawsuit, cause of action, claim, investigation, demand, complaint, or proceeding of any nature, including but not limited to litigation, arbitration, or other proceeding, in any Forum, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, that in any way relates to, is based upon, arises from, related to, or is connected with (i) the Insurance Policies; (ii) the Stanford Entities; (iii) any certificate of deposit, CD, depository account, or investment of any type with any one or more of the Stanford Entities; (iv) any one or more of Underwriters' relationships with any one or more of the Stanford Entities; (v) any actual or potential claim of coverage under the Insurance Policies in connection with the SEC Action, the Receivership, the Indirect Claims, the Stanford Investor Claims, or any claim asserted against any Stanford Defendant or any other Person who has ever had any affiliation with any Stanford Defendant; (vi) the Coverage Action; (vii) the Third-Party Coverage Actions; (viii) the Indirect Claims; (ix) the Stanford Investor Claims; and (x) all matters that were or could have been asserted in SEC Action, the Coverage Action, the Indirect Claims, the Stanford Investor Claims, and/or the Third-Party Coverage Actions, or any proceeding concerning the Stanford Entities pending or commenced in any Forum. Notwithstanding the foregoing, this Order shall not bar Individual Underwriters' Insureds, who have not previously

released or waived such claims, from asserting against Underwriters extracontractual claims arising out of the Policies, if any. Nothing in this Final Bar Order should be construed as this Court opining on the validity of any extracontractual claims against Underwriters. Nor does anything in this Final Bar Order limit or preclude any defenses that Underwriters may raise in response to any extracontractual claims. Further, nothing in this Final Bar Order shall be construed as barring any Stanford Investor from pursuing any claim against any former Stanford officer, director, or employee; provided, however, that no Stanford Investor shall pursue any claim directly or indirectly against Underwriters.

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

16. The Court finds entry of the bar order in exchange for the payment of the Settlement Amount in accordance with the terms of the Agreement is fair and reasonable based on at least the following considerations: (i) Underwriters are entitled to exhaust policy limits by settling with one but not all insureds; (ii) the insurance proceeds represent a finite pool of resources available

to satisfy claims against Underwriters' Insureds; (iii) there is a substantial dispute over the amount of the proceeds available under the Insurance Policies; (iv) the proceeds of the Insurance Policies may be less than the Settlement Amount, in which case the Agreement would result in the exhaustion of the proceeds under the Insurance Policies; (v) in the absence of the settlement and bar order outlined herein, Underwriters would be unwilling to pay the Settlement Amount and thus allowing any Person to retain the right to litigate the questions of coverage and available policy limits could work to the detriment of all persons interested in the Insurance Policies; (vi) in the absence of a settlement, the potential beneficiaries of the Insurance Policies might recover substantially less than is being made available pursuant to the Insurance Policies; (vii) the Settlement Amount is fair and equitable taking into account the merits of the claims and potential claims released and Underwriters' defenses to those claims and potential claims; (viii) the Settlement is fair and equitable taking into consideration that the Individual Underwriters' Insureds will be entitled to pursue recovery of any contractual claims against Underwriters or for coverage under the Policies through the Receiver's claims process; and (ix) the Agreement represents a fair and reasonable balancing of the various interests implicated by the Insurance Policies and disputes and controversies related thereto.

17. Nothing in this Final Bar Order or the Agreement and no aspect of the Agreement or negotiation thereof is or shall be construed to be an admission or concession of any violation of any statute or law, of any fault, liability or wrongdoing, or of any infirmity in the claims or defenses of the Parties with regard to any of the complaints, claims, allegations or defenses in the Coverage Action, the Indirect Claims, the Stanford Investor Claims, the Third-Party Coverage Actions, or any other proceeding.

18. Nothing in this Final Bar Order is intended to release the Receiver or the Committee's claims in the proceedings identified in Exhibit B to the Agreement, or prevent, bar, restrain, or enjoin the continuation of such proceedings by the Receiver or the Committee.

19. Underwriters are hereby ordered to deliver the Settlement Amount (\$65,000,000) as described in Paragraphs 19 and 26 of the Agreement. Further, the Parties are ordered to act in conformity with all other provisions the Agreement.

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

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

22. This Final Bar Order shall be served by counsel for the Receiver, via email, first class mail or international delivery service, on any person or entity that filed an objection to approval of the Agreement as amended by the Second Amendment or this Final Bar Order.

Signed on _____, 20__

DAVID C. GODBEY
UNITED STATES DISTRICT JUDGE

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

² The term “Agreement” refers to the Settlement Agreement, as amended by the First Amendment and Second Amendment, which is attached as Exhibit [CITE] of the Appendix to the Motion. Unless otherwise indicated, all references to the Agreement are intended to refer to the Agreement, as amended by the First Amendment and Second Amendment.

Underwriters and the Receiver are parties to *Certain Underwriters at Lloyd's of London, et al. v. Ralph S. Janvey, et al.*, Civil Action No. 3:09-CV-01736 (the "Coverage Action"). The Court-appointed Examiner signed the Agreement as Examiner solely to evidence his support and approval of the Agreement and to confirm his obligations to post the Notice on his website, but is not otherwise individually a party to the Coverage Action or the Agreement.

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

I. INTRODUCTION

On February 16, 2009, this Court appointed Ralph S. Janvey to be the Receiver for the Stanford Entities. Docket No. 10, *Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.*, No. 3:09-cv-298 (N.D. Tex.) (the "SEC Action"). Following his appointment, the Receiver made claims for coverage (the "Direct Claims") under three insurance policies issued by Underwriters to the Stanford Entities: (1) Financial Institutions Crime and Professional Indemnity Policy, Policy Number 576/MNA851300 (the "PI Policy"); (2) Directors' and Officers' Liability and Company Indemnity Policy, Policy Number 576/MNK558900 (the "D&O Policy"); and (3) Excess Blended Wrap Policy, Policy Number 576/MNA831400 (the "Excess Policy," and collectively with the PI Policy and the D&O Policy, the "Insurance Policies" or the "Policies").³

The Insurance Policies provide for certain limits of the amount of coverage available. The Parties dispute the available limits, the legal effect of the provisions governing the Policies' limits, and the amount of the Policies' remaining limits.

³ Arch Specialty Insurance Company also referred to the D&O Policy by reference number DOX009453-03; the PI Policy by reference number FIF0009455-03; and the Excess Policy by reference number BFI0009530-03.

Underwriters dispute there is coverage for the Direct Claims and filed the Coverage Action, seeking a declaration of no coverage under the Insurance Policies. The Receiver counterclaimed, alleging, *inter alia*, breach of contract, breach of the duty of good faith and fair dealing, bad faith under the Texas Insurance Code, and violation of the Texas Deceptive Trade Practices Act. Underwriters filed a motion for judgment on the pleadings, (Doc. 50), to which the Receiver responded, (Doc. 58), and which the Court denied, (Doc. 93). Underwriters and the Receiver engaged in written discovery and electronic discovery, reviewing and analyzing voluminous Stanford documents maintained by the Receivership. Numerous depositions were taken in the United States, London, and Mexico.

In addition to the Coverage Action, the Insurance Policies are or may be implicated in numerous other disputes. The Receiver and the Committee filed numerous lawsuits against Underwriters' Insureds (the "Indirect Claims"),⁴ who in turn made or may make claims for coverage under the Policies. Stanford Investors⁵ also made numerous claims against Underwriters Insureds (the "Stanford Investor Claims"),⁶ who in turn made or may make claims for coverage under the Insurance Policies. Underwriters contend that the Insurance Policies do not provide coverage for the Indirect Claims or the Stanford Investor Claims, and they are involved in numerous lawsuits relating to the various claims for coverage under the Policies (the "Third-Party Coverage Actions").⁷ Nonetheless, pursuant to the Policies and as permitted by this

⁴ The term "Underwriters' Insureds" is defined in Paragraph 25 of the Agreement. The term "Indirect Claims" is defined on page 3 of the Agreement.

⁵ The term "Stanford Investors" is defined on pages 4-5 of the Agreement.

⁶ The term "Stanford Investor Claims" is defined in Paragraph 21 of the Agreement.

⁷ The term "Third- Party Coverage Actions" is defined in Paragraph 23 of the Agreement and Exhibit J to the Agreement.

Court's prior order (Docket No. 831, SEC Action), Underwriters have paid approximately \$30.3 million for the defense costs of various of Underwriters' Insureds. The Receiver has intervened or sought to intervene in the Third-Party Coverage Actions.

The litigated resolution of the Coverage Action and the Third-Party Coverage Actions would likely cost millions of dollars and the outcome is uncertain. Recognizing the uncertainties, risks, and costs of litigation, the Receiver and Underwriters entered into formal, mediated settlement negotiations beginning in June 2015. In addition to the Receiver and Underwriters, the Examiner participated in the settlement discussions, ensuring that the perspective of the Committee—which the Court appointed to “represent[] in this case and related matters” the “customers of SIBL who, as of February 16, 2009, had funds on deposit at SIBL and/or were holding certificates of deposit issued by SIBL” (Docket No. 1149, SEC Action)—would be heard in connection with any proposed settlement involving the Insurance Policies. Following the last day of mediation, the parties continued their negotiations and arrived at a settlement, which the original Agreement documents.

On June 27, 2016, the Receiver filed a motion to approve the original Agreement. (SEC Action, Doc. 2324.) The Court thereafter entered a Scheduling Order on July 12, 2016 (SEC Action, Doc. 2333), which, *inter alia*, authorized the Receiver to provide notice of the Agreement, established a briefing schedule on the Motion, and set the date for a hearing. On October 28, 2016, the Court held the scheduled hearing. On May 16, 2017, the Court approved the original Agreement.

The Court's approval of the original Agreement was ultimately reversed on appeal by the Fifth Circuit. The opinion reversed the Court's approval of the original Agreement because of the following issues identified by the Fifth Circuit: (1) that the Court erred by abrogating

Individual Underwriters' Insureds' contractual claims to the policy proceeds without affording them an alternative compensation scheme similar, if not identical to, the Receiver's claims process (the "First Issue") (Op. at 26); (2) that the Court erred by extinguishing Individual Underwriters' Insureds' extracontractual claims, if any, against Underwriters (the "Second Issue") (*id.*); and (3) that the Court should clarify whether the Bar Order enjoins investors from pursuing claims against their Stanford brokers (the "Third Issue") (Op. at 28).

The Receiver, Underwriters, and OSIC reconvened their settlement negotiations to address the issues identified by the court of appeals and ultimately entered into a Second Amendment to the Agreement, which is now before the Court. Under the terms of the Agreement, Underwriters will pay \$65 million to the Receivership Estate, which (less attorneys' fees and expenses) will be distributed to Stanford Investors with allowed claims or to Individual Underwriters' Insureds who have a non-released, non-waived contractual claim to the proceeds of the Policies and whose claims are allowed by the Receiver, subject to review by the Court. In return, Underwriters seek global peace with respect to all claims that have been asserted, or could have been asserted, against Underwriters arising out of, in connection with, or relating to: the events leading to this Receivership, the Coverage Action, the Third-Party Coverage Actions, the Indirect Claims, and the Stanford Investor Claims; all matters that were or could have been asserted in the Coverage Action, the Third-Party Coverage Actions, the Indirect Claims, and the Stanford Investor Claims; the Insurance Policies; Underwriters' relationship with the Stanford Entities;⁸ and any actual or potential claim of coverage under the Insurance Policies in connection with the SEC Action, the Receivership, the Indirect Claims, the Stanford Investor Claims, or any claim asserted against any person who has ever had any affiliation with any of the

⁸ The term "Stanford Entities" is defined in Paragraph 20 of the Agreement and Exhibit H to the Agreement.

Stanford Entities, save and except the Individual Underwriters' Insureds' extracontractual claims described in the second sentence of Paragraph 14 below. Accordingly, the Settlement is conditioned on the Court's approval and entry of this Final Judgment and Bar Order.

For the reasons set forth herein, the Court finds that the terms of the Agreement are adequate, fair, reasonable, and equitable, and that it should be and is hereby **APPROVED**. The Court further finds that entry of this Final Judgment and Bar Order is appropriate and that this Final Judgment and Bar Order adequately addresses the issues with the original bar order identified by the Fifth Circuit. In particular, this Final Judgment and Bar Order: (1) addresses the First Issue by permitting Individual Underwriters' Insureds an opportunity to present a claim to proceeds of the settlement through the Receiver's claims process; (2) addresses the Second Issue by exempting from the anti-suit injunction any extracontractual claim by an Individual Underwriters' Insured; and (3) addresses the Third Issue by clarifying that the Order does not enjoin Stanford Investors from suing their Stanford brokers.

II. ORDER

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

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

2. As this case is related to the equitable receivership proceedings in the SEC Action, the Court has "broad powers and wide discretion to determine the appropriate relief in [this] equity receivership," including the authority to enter the Final Judgment and Bar Order.

SEC v. Kaleta, 530 F. App'x 360, 362 (5th Cir. 2013) (internal quotations omitted). Moreover, the Court has jurisdiction over the subject matter of this action, and the Receiver is the proper party to seek entry of this Final Judgment and Bar Order.

3. The Court finds that the methodology, form, content and dissemination of the Notice, as supplemented by notice of the Motion, which was filed on the dockets of this action, the SEC Action, and the Third-Party Coverage Actions: (i) were implemented in accordance with the requirements of the Scheduling Order; (ii) constituted the best practicable notice; (iii) were reasonably calculated, under the circumstances, to apprise all interested Persons of the Agreement, the releases therein, and the injunctions provided for in this Final Judgment and Bar Order, the Final Bar Order to be entered in the SEC Action, and the Judgments and Bar Orders to be entered in the Third-Party Coverage Actions; (iv) were reasonably calculated, under the circumstances, to apprise all interested Persons of the right to object to the Agreement, this Final Judgment and Bar Order, the Final Bar Order to be entered in the SEC Action, and the Judgments and Bar Orders to be entered in the Third-Party Coverage Actions, and to appear at the Final Approval Hearing; (v) were reasonable and constituted due, adequate, and sufficient notice; (vi) met all applicable requirements of law, including, without limitation, the Federal Rules of Civil Procedure, the United States Constitution (including Due Process), and the Rules of the Court; and (vii) provided to all Persons a full and fair opportunity to be heard on these matters.

4. The Court finds that the Agreement was reached following substantial litigation and an extensive investigation of the facts and resulted from vigorous, good faith, arm's-length, mediated negotiations involving experienced and competent counsel. The competing claims in the Coverage Action and the Third-Party Coverage Actions involve complex legal and factual

issues that would require a substantial amount of time and expense to litigate, with uncertainty as to the outcome. The range of possible outcomes includes that there may be no coverage of any kind under the Insurance Policies, that there may be less coverage than the amount provided for in the Agreement, or that there may be more coverage than the amount provided for in the Agreement. In any event, the proceeds of the Insurance Policies represent a finite pool of resources. In the absence of the Agreement, the proceeds of the Insurance Policies, to whatever extent they are available, would be dissipated through mere happenstance, rather than through consideration of equity or fairness.

5. Further, it is clear that Underwriters would never agree to the terms of the Agreement unless they were assured of “total peace” with respect to all claims that have been, or could be, asserted against Underwriters arising from, in connection with, or relating to the actual or alleged insurer-insured relationship between Underwriters, on the one hand, and Underwriters’ Insureds, the Stanford Entities, and the Stanford Investors, on the other hand, save and except the Individual Underwriters’ Insureds’ extracontractual claims described in the second sentence of Paragraph 14 below.

6. The injunction against any such claims against Underwriters is therefore a necessary and appropriate order ancillary to the relief obtained for the Stanford Entities, and by extension, the victims of the Stanford Ponzi scheme, pursuant to the Agreement. *See Kaleta*, 530 F. App’x at 362 (entering bar order and injunction against investor claims as “ancillary relief” to a settlement in an SEC receivership proceeding).

7. Pursuant to the Agreement and upon motion by the Receiver in the SEC Action, this Court will approve a Distribution Plan that will fairly and reasonably distribute the net proceeds of the Settlement Amount (less attorneys’ fees and expenses) to Stanford Investors who

have claims approved by the Receiver or to Individual Underwriters' Insureds who have a non-released, non-waived contractual claim to the proceeds of the Policies and whose claims are allowed by the Receiver. The Receiver's determinations of contractual claims to the proceeds of the Policies are subject to review by the Court. Nothing in this Judgment and Bar Order should be construed as pre-approving any such claim or requiring the Receiver to approve any such claim. The Court finds that the Receiver's claims process, the opportunity to submit supplemental claims to the Receiver related to the Policies, and the Distribution Plan contemplated in the Agreement have been designed to ensure that all Stanford Investors and all Individual Underwriters' Insureds have received or will receive an opportunity to pursue their claims through the Receiver's claims process previously approved by the Court (Docket No. 1584, SEC Action).

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

9. Accordingly, the Court finds that the Agreement is, in all respects, fair, reasonable, and adequate, and in the best interests of all Persons claiming an interest in, having authority over, or asserting a claim against Underwriters, Underwriters' Insureds, the Stanford Entities, the Receiver, or the Receivership Estate. The settlement, the terms of which are set forth in the Agreement, is hereby fully and finally approved. The Parties are directed to implement and consummate the Agreement in accordance with its terms and provisions and this Final Judgment and Bar Order.

10. Based on the considerations outlined herein, the Court further finds that the Agreement and this Order are fair, just, and equitable, notwithstanding the fact that some individuals who may qualify as Individual Underwriters' Insureds will no longer be in a position

to assert contractual claims relating to the Policies against Underwriters other than pursuing claims through the Distribution Plan.

11. Pursuant to the provisions of Paragraph 39 of the Agreement, as of the Settlement Effective Date, Underwriters and the Underwriters Released Parties shall be completely released, acquitted, and forever discharged from all Settled Claims by the Receiver or the Committee, including any action, cause of action, suit, liability, claim, right of action, or demand whatsoever, whether or not currently asserted, known, suspected, existing, or discoverable, and whether based on federal law, state law, foreign law, common law, or otherwise, and whether based on contract, tort, statute, law, equity or otherwise, that the Receiver, the Receivership Estate, the Committee, the Claimants, Underwriters' Insureds, the Stanford Investors, and the Persons, entities and interests represented by those Persons ever had, now has, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity, for, upon, arising from, relating to, or by reason of any matter, cause, or thing whatsoever, that, in full or in part, concerns, relates to, arises out of, or is in any manner connected with (i) the Insurance Policies; (ii) the Stanford Entities; (iii) any certificate of deposit, CD, depository account, or investment of any type with any one or more of the Stanford Entities; (iv) any one or more of Underwriters' relationships with any one or more of the Stanford Entities; (v) any actual or potential claim of coverage under the Insurance Policies in connection with the SEC Action, the Receivership, the Indirect Claims, the Stanford Investor Claims, or any claim asserted against any Stanford Defendant or any other Person who has ever had any affiliation with any Stanford Defendant; (vi) the Coverage Action; (vii) the Third-Party Coverage Actions; (viii) the Indirect Claims; and (ix) all matters that were or could have been asserted in SEC Action, the Coverage Action, the

Indirect Claims, the Stanford Investor Claims, and/or the Third-Party Coverage Actions, or any proceeding concerning the Stanford Entities pending or commenced in any Forum.

12. Pursuant to the provisions of Paragraph 40 of the Agreement, as of the Settlement Effective Date, the Receivership's Released Parties shall be completely released, acquitted, and forever discharged from all Settled Claims by Underwriters.

13. Notwithstanding anything to the contrary in this Final Judgment and Bar Order, the foregoing releases do not release the Parties' rights and obligations under the Agreement or bar the Parties from enforcing or effectuating the terms of the Agreement.

14. The Court hereby permanently bars, restrains and enjoins the Receiver, the Receivership Estate, the Committee, the Claimants, the Stanford Investors, Underwriters' Insureds, the Interested Parties, and all other Persons or entities, whether acting in concert with the foregoing or claiming by, through, or under the foregoing, or otherwise, all and individually, from directly, indirectly, or through a third party, instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, or otherwise prosecuting, against any of the Underwriters or any of the Underwriters Released Parties, any action, lawsuit, cause of action, claim, investigation, demand, complaint, or proceeding of any nature, including but not limited to litigation, arbitration, or other proceeding, in any Forum, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, that in any way relates to, is based upon, arises from, related to, or is connected with (i) the Insurance Policies; (ii) the Stanford Entities; (iii) any certificate of deposit, CD, depository account, or investment of any type with any one or more of the Stanford Entities; (iv) any one or more of Underwriters' relationships with any one or more of the Stanford Entities; (v) any actual or potential claim of

coverage under the Insurance Policies in connection with the SEC Action, the Receivership, the Indirect Claims, the Stanford Investor Claims, or any claim asserted against any Stanford Defendant or any other Person who has ever had any affiliation with any Stanford Defendant; (vi) the Coverage Action; (vii) the Third-Party Coverage Actions; (viii) the Indirect Claims; (ix) the Stanford Investor Claims; and (x) all matters that were or could have been asserted in SEC Action, the Coverage Action, the Indirect Claims, the Stanford Investor Claims, and/or the Third-Party Coverage Actions, or any proceeding concerning the Stanford Entities pending or commenced in any Forum. Notwithstanding the foregoing, this Order shall not bar Individual Underwriters' Insureds, who have not previously released or waived such claims, from asserting against Underwriters extracontractual claims arising out of the Policies, if any. Nothing in this Final Judgment and Bar Order should be construed as this Court opining on the validity of any extracontractual claims against Underwriters. Nor does anything in this Final Judgment and Bar Order limit or preclude any defenses that Underwriters may raise in response to any extracontractual claims. Further, nothing in this Final Judgment and Bar Order shall be construed as barring any Stanford Investor from pursuing any claim against any former Stanford officer, director, or employee; provided, however, that no Stanford Investor shall pursue any claim directly or indirectly against Underwriters.

15. Underwriters and the Underwriters Released Parties have no responsibility, obligation, or liability whatsoever with respect to the content of the Notice; the notice process; the Distribution Plan; the implementation of the Distribution Plan; the management, investment, disbursement, allocation, or other administration or oversight of the Settlement Amount, any other funds paid or received in connection with the Agreement, or any portion thereof; the payment or withholding of Taxes; the determination, administration, calculation, review, or

challenge of claims to the Settlement Amount, any portion of the Settlement Amount, or any other funds paid or received in connection with the Agreement; or any losses, attorneys' fees, expenses, vendor payments, expert payments, or other costs incurred in connection with any of the foregoing matters. No appeal, challenge, decision, or other matter concerning any subject set forth in this paragraph shall operate to terminate or cancel the Agreement or this Final Judgment and Bar Order.

16. The Court finds entry of the bar order in exchange for the payment of the Settlement Amount in accordance with the terms of the Agreement is fair and reasonable based on at least the following considerations: (i) Underwriters are entitled to exhaust policy limits by settling with one but not all insureds; (ii) the insurance proceeds represent a finite pool of resources available to satisfy claims against Underwriters' Insureds; (iii) there is a substantial dispute over the amount of the proceeds available under the Insurance Policies; (iv) the proceeds of the Insurance Policies may be less than the Settlement Amount, in which case the Agreement would result in the exhaustion of the proceeds under the Insurance Policies; (v) in the absence of the settlement and bar order outlined herein, Underwriters would be unwilling to pay the Settlement Amount and thus allowing any Person to retain the right to litigate the questions of coverage and available policy limits could work to the detriment of all persons interested in the Insurance Policies; (vi) in the absence of a settlement, the potential beneficiaries of the Insurance Policies might recover substantially less than is being made available pursuant to the Insurance Policies; (vii) the Settlement Amount is fair and equitable taking into account the merits of the claims and potential claims released and Underwriters' defenses to those claims and potential claims; (viii) the Settlement is fair and equitable taking into consideration that the Individual Underwriters' Insureds will be entitled to pursue recovery of any contractual claims against

Underwriters or for coverage under the Policies through the Receiver's claims process; and (ix) the Agreement represents a fair and reasonable balancing of the various interests implicated by the Insurance Policies and disputes and controversies related thereto.

17. Nothing in this Final Judgment and Bar Order or the Agreement and no aspect of the Agreement or negotiation thereof is or shall be construed to be an admission or concession of any violation of any statute or law, of any fault, liability or wrongdoing, or of any infirmity in the claims or defenses of the Parties with regard to any of the complaints, claims, allegations or defenses in the Coverage Action, the Indirect Claims, the Stanford Investor Claims, the Third-Party Coverage Actions, or any other proceeding.

18. Nothing in this Final Judgment and Bar Order is intended to release the Receiver or the Committee's claims in the proceedings identified in Exhibit B to the Agreement, or prevent, bar, restrain, or enjoin the continuation of such proceedings by the Receiver or the Committee.

19. Underwriters are hereby ordered to deliver the Settlement Amount (\$65,000,000) as described in Paragraphs 19 and 26 of the Agreement. Further, the Parties are ordered to act in conformity with all other provisions the Agreement.

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

21. This Final Judgment and Bar Order shall be served by counsel for the Receiver, via email, first class mail or international delivery service, on any person or entity that filed an objection to approval of the Agreement as amended by the Second Amendment or this Final Judgment and Bar Order.

22. Each party is to bear its own costs. All relief not expressly granted herein is denied. The Clerk of the Court is directed to enter Judgment in conformity herewith.

Signed on _____, 20__

DAVID C. GODBEY
UNITED STATES DISTRICT JUDGE

² The term “Agreement” refers to the Settlement Agreement, as amended by the First Amendment and Second Amendment, which is attached as Exhibit [CITE] of the Appendix to the Motion. Unless otherwise indicated, all references to the Agreement are intended to refer to the Agreement, as amended by the First Amendment and Second Amendment.

and approval of the Agreement and to confirm his obligations to post the Notice on his website, but is not otherwise individually a party to this action or the Agreement.

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

I. INTRODUCTION

On February 16, 2009, this Court appointed Ralph S. Janvey to be the Receiver for the Stanford Entities. Docket No. 10, *Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.*, No. 3:09-cv-298 (N.D. Tex.) (the “SEC Action”). Following his appointment, the Receiver made claims for coverage (the “Direct Claims”) under three insurance policies issued by Underwriters to the Stanford Entities: (1) Financial Institutions Crime and Professional Indemnity Policy, Policy Number 576/MNA851300 (the “PI Policy”); (2) Directors’ and Officers’ Liability and Company Indemnity Policy, Policy Number 576/MNK558900 (the “D&O Policy”); and (3) Excess Blended Wrap Policy, Policy Number 576/MNA831400 (the “Excess Policy,” and collectively with the PI Policy and the D&O Policy, the “Insurance Policies” or the “Policies”).³

The Insurance Policies provide for certain limits of the amount of coverage available. The Parties dispute the available limits, the legal effect of the provisions governing the Policies’ limits, and the amount of the Policies’ remaining limits.

Underwriters dispute there is coverage for the Direct Claims and filed *Certain Underwriters at Lloyd’s of London, et al. v. Ralph S. Janvey, et al.*, Civil Action No. 3:09-CV-1736 (the “Coverage Action”), seeking a declaration of no coverage under the Insurance

³ Arch Specialty Insurance Company also referred to the D&O Policy by reference number DOX009453-03; the PI Policy by reference number FIF0009455-03; and the Excess Policy by reference number BFI0009530-03.

Policies. The Receiver counterclaimed, alleging, *inter alia*, breach of contract, breach of the duty of good faith and fair dealing, bad faith under the Texas Insurance Code, and violation of the Texas Deceptive Trade Practices Act. Underwriters filed a motion for judgment on the pleadings, (Doc. 50, Coverage Action), to which the Receiver responded, (Doc. 58, Coverage Action), and which the Court denied, (Doc. 93, Coverage Action). Underwriters and the Receiver engaged in written discovery and electronic discovery, reviewing and analyzing voluminous Stanford documents maintained by the Receivership. Numerous depositions were taken in the United States, London, and Mexico.

In addition to the Coverage Action, the Insurance Policies are or may be implicated in numerous other disputes. The Receiver and the Committee filed numerous lawsuits against Underwriters' Insureds (the "Indirect Claims"),⁴ who in turn made or may make claims for coverage under the Policies. Stanford Investors⁵ also made numerous claims against Underwriters Insureds (the "Stanford Investor Claims"),⁶ who in turn made or may make claims for coverage under the Insurance Policies. Underwriters contend that the Insurance Policies do not provide coverage for the Indirect Claims or the Stanford Investor Claims, and they are involved in numerous lawsuits relating to the various claims for coverage under the Policies (the "Third-Party Coverage Actions"), including this lawsuit.⁷ Nonetheless, pursuant to the Policies and as permitted by this Court's prior order (Docket No. 831, SEC Action), Underwriters have

⁴ The term "Underwriters' Insureds" is defined in Paragraph 25 of the Agreement. The term "Indirect Claims" is defined on page 3 of the Agreement.

⁵ The term "Stanford Investors" is defined on pages 4-5 of the Agreement.

⁶ The term "Stanford Investor Claims" is defined in Paragraph 21 of the Agreement.

⁷ The term "Third- Party Coverage Actions" is defined in Paragraph 23 of the Agreement and Exhibit J to the Agreement.

paid approximately \$30.3 million for the defense costs of various of Underwriters' Insureds. The Receiver has intervened or sought to intervene in the Third-Party Coverage Actions.

The litigated resolution of the Coverage Action and the Third-Party Coverage Actions would likely cost millions of dollars and the outcome is uncertain. Recognizing the uncertainties, risks, and costs of litigation, the Receiver and Underwriters entered into formal, mediated settlement negotiations beginning in June 2015. In addition to the Receiver and Underwriters, the Examiner participated in the settlement discussions, ensuring that the perspective of the Committee—which the Court appointed to “represent[] in this case and related matters” the “customers of SIBL who, as of February 16, 2009, had funds on deposit at SIBL and/or were holding certificates of deposit issued by SIBL” (Docket No. 1149, SEC Action)—would be heard in connection with any proposed settlement involving the Insurance Policies. Following the last day of mediation, the parties continued their negotiations and arrived at a settlement, which the original Agreement documents.

On June 27, 2016, the Receiver filed a motion to approve the original Agreement. (SEC Action, Doc. 2324.) The Court thereafter entered a Scheduling Order on July 12, 2016 (SEC Action, Doc. 2333), which, *inter alia*, authorized the Receiver to provide notice of the Agreement, established a briefing schedule on the Motion, and set the date for a hearing. On October 28, 2016, the Court held the scheduled hearing. On May 16, 2017, the Court approved the original Agreement.

The Court's approval of the original Agreement was ultimately reversed on appeal by the Fifth Circuit. The opinion reversed the Court's approval of the original Agreement because of the following issues identified by the Fifth Circuit: (1) that the Court erred by abrogating Individual Underwriters' Insureds' contractual claims to the policy proceeds without affording

them an alternative compensation scheme similar, if not identical to, the Receiver's claims process (the "First Issue") (Op. at 26); (2) that the Court erred by extinguishing Individual Underwriters' Insureds' extracontractual claims, if any, against Underwriters (the "Second Issue") (*id.*); and (3) that the Court should clarify whether the Bar Order enjoins investors from pursuing claims against their Stanford brokers (the "Third Issue") (Op. at 28).

The Receiver, Underwriters, and OSIC reconvened their settlement negotiations to address the issues identified by the court of appeals and ultimately entered into a Second Amendment to the Agreement, which is now before the Court. Under the terms of the Agreement, Underwriters will pay \$65 million to the Receivership Estate, which (less attorneys' fees and expenses) will be distributed to Stanford Investors with allowed claims or to Individual Underwriters' Insureds who have a non-released, non-waived contractual claim to the proceeds of the Policies and whose claims are allowed by the Receiver, subject to review by the Court. In return, Underwriters seek global peace with respect to all claims that have been asserted, or could have been asserted, against Underwriters arising out of, in connection with, or relating to: the events leading to this Receivership, the Coverage Action, the Third-Party Coverage Actions, the Indirect Claims, and the Stanford Investor Claims; all matters that were or could have been asserted in the Coverage Action, the Third-Party Coverage Actions, the Indirect Claims, and the Stanford Investor Claims; the Insurance Policies; Underwriters' relationship with the Stanford Entities;⁸ and any actual or potential claim of coverage under the Insurance Policies in connection with the SEC Action, the Receivership, the Indirect Claims, the Stanford Investor Claims, or any claim asserted against any person who has ever had any affiliation with any of the Stanford Entities, save and except the Individual Underwriters' Insureds' extracontractual claims

⁸ The term "Stanford Entities" is defined in Paragraph 20 of the Agreement and Exhibit H to the Agreement.

described in the second sentence of Paragraph 14 below. Accordingly, the Settlement is conditioned on the Court's approval and entry of this Judgment and Bar Order.

For the reasons set forth herein, the Court finds that the terms of the Agreement are adequate, fair, reasonable, and equitable, and that it should be and is hereby **APPROVED**. The Court further finds that entry of this Judgment and Bar Order is appropriate and that this Judgment and Bar Order adequately addresses the issues with the original bar order identified by the Fifth Circuit. In particular, this Judgment and Bar Order: (1) addresses the First Issue by permitting Individual Underwriters' Insureds an opportunity to present a claim to proceeds of the settlement through the Receiver's claims process; (2) addresses the Second Issue by exempting from the anti-suit injunction any extracontractual claim by an Individual Underwriters' Insured; and (3) addresses the Third Issue by clarifying that the Order does not enjoin Stanford Investors from suing their Stanford brokers.

II. ORDER

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

1. Terms used in this Judgment and Bar Order that are defined in the Agreement or the First Amendment or the Second Amendment, unless expressly otherwise defined herein, have the same meaning as in the Agreement or the First Amendment or the Second Amendment.

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

has jurisdiction over the subject matter of this action, and the Receiver is the proper party to seek entry of this Judgment and Bar Order.

3. The Court finds that the methodology, form, content and dissemination of the Notice, as supplemented by notice of the Motion, which was filed on the dockets of the SEC Action, the Coverage Action, and the Third-Party Coverage Actions: (i) were implemented in accordance with the requirements of the Scheduling Order; (ii) constituted the best practicable notice; (iii) were reasonably calculated, under the circumstances, to apprise all interested Persons of the Agreement, the releases therein, and the injunctions provided for in this Judgment and Bar Order, the Final Bar Order to be entered in the SEC Action, and the Judgments and Bar Orders to be entered in the Coverage Action and the other Third-Party Coverage Actions; (iv) were reasonably calculated, under the circumstances, to apprise all interested Persons of the right to object to the Agreement, this Judgment and Bar Order, the Final Bar Order to be entered in the SEC Action, the Judgments and Bar Orders to be entered in the Coverage Action and the other Third-Party Coverage Actions, and to appear at the Final Approval Hearing; (v) were reasonable and constituted due, adequate, and sufficient notice; (vi) met all applicable requirements of law, including, without limitation, the Federal Rules of Civil Procedure, the United States Constitution (including Due Process), and the Rules of the Court; and (vii) provided to all Persons a full and fair opportunity to be heard on these matters.

4. The Court finds that the Agreement was reached following substantial litigation and an extensive investigation of the facts and resulted from vigorous, good faith, arm's-length, mediated negotiations involving experienced and competent counsel. The competing claims in the Coverage Action and the Third-Party Coverage Actions involve complex legal and factual issues that would require a substantial amount of time and expense to litigate, with uncertainty as

to the outcome. The range of possible outcomes includes that there may be no coverage of any kind under the Insurance Policies, that there may be less coverage than the amount provided for in the Agreement, or that there may be more coverage than the amount provided for in the Agreement. In any event, the proceeds of the Insurance Policies represent a finite pool of resources. In the absence of the Agreement, the proceeds of the Insurance Policies, to whatever extent they are available, would be dissipated through mere happenstance, rather than through consideration of equity or fairness.

5. Further, it is clear that Underwriters would never agree to the terms of the Agreement unless they were assured of “total peace” with respect to all claims that have been, or could be, asserted against Underwriters arising from, in connection with, or relating to the actual or alleged insurer-insured relationship between Underwriters, on the one hand, and Underwriters’ Insureds, the Stanford Entities, and the Stanford Investors, on the other hand, save and except the Individual Underwriters’ Insureds’ extracontractual claims described in the second sentence of Paragraph 14 below.

6. The injunction against any such claims against Underwriters is therefore a necessary and appropriate order ancillary to the relief obtained for the Stanford Entities, and by extension, the victims of the Stanford Ponzi scheme, pursuant to the Agreement. *See Kaleta*, 530 F. App’x at 362 (entering bar order and injunction against investor claims as “ancillary relief” to a settlement in an SEC receivership proceeding).

7. Pursuant to the Agreement and upon motion by the Receiver in the SEC Action, this Court will approve a Distribution Plan that will fairly and reasonably distribute the net proceeds of the Settlement Amount (less attorneys’ fees and expenses) to Stanford Investors who have claims approved by the Receiver or to Individual Underwriters’ Insureds who have a non-

released, non-waived contractual claim to the proceeds of the Policies and whose claims are allowed by the Receiver. The Receiver's determinations of contractual claims to the proceeds of the Policies are subject to review by the Court. Nothing in this Judgment and Bar Order should be construed as pre-approving any such claim or requiring the Receiver to approve any such claim. The Court finds that the Receiver's claims process, the opportunity to submit supplemental claims to the Receiver related to the Policies, and the Distribution Plan contemplated in the Agreement have been designed to ensure that all Stanford Investors and all Individual Underwriters' Insureds have received or will receive an opportunity to pursue their claims through the Receiver's claims process previously approved by the Court (Docket No. 1584, SEC Action).

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

9. Accordingly, the Court finds that the Agreement is, in all respects, fair, reasonable, and adequate, and in the best interests of all Persons claiming an interest in, having authority over, or asserting a claim against Underwriters, Underwriters' Insureds, the Stanford Entities, the Receiver, or the Receivership Estate. The settlement, the terms of which are set forth in the Agreement, is hereby fully and finally approved. The Parties are directed to implement and consummate the Agreement in accordance with its terms and provisions and this Judgment and Bar Order.

10. Based on the considerations outlined herein, the Court further finds that the Agreement and this Order are fair, just, and equitable notwithstanding the fact that some individuals who may qualify as Individual Underwriters' Insureds will no longer be in a position

to assert contractual claims relating to the Policies against Underwriters other than pursuing claims through the Distribution Plan.

11. Pursuant to the provisions of Paragraph 39 of the Agreement, as of the Settlement Effective Date, Underwriters and the Underwriters Released Parties shall be completely released, acquitted, and forever discharged from all Settled Claims by the Receiver or the Committee, including any action, cause of action, suit, liability, claim, right of action, or demand whatsoever, whether or not currently asserted, known, suspected, existing, or discoverable, and whether based on federal law, state law, foreign law, common law, or otherwise, and whether based on contract, tort, statute, law, equity or otherwise, that the Receiver, the Receivership Estate, the Committee, the Claimants, Underwriters' Insureds, the Stanford Investors, and the Persons, entities and interests represented by those Persons ever had, now has, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity, for, upon, arising from, relating to, or by reason of any matter, cause, or thing whatsoever, that, in full or in part, concerns, relates to, arises out of, or is in any manner connected with (i) the Insurance Policies; (ii) the Stanford Entities; (iii) any certificate of deposit, CD, depository account, or investment of any type with any one or more of the Stanford Entities; (iv) any one or more of Underwriters' relationships with any one or more of the Stanford Entities; (v) any actual or potential claim of coverage under the Insurance Policies in connection with the SEC Action, the Receivership, the Indirect Claims, the Stanford Investor Claims, or any claim asserted against any Stanford Defendant or any other Person who has ever had any affiliation with any Stanford Defendant; (vi) the Coverage Action; (vii) the Third-Party Coverage Actions; (viii) the Indirect Claims; and (ix) all matters that were or could have been asserted in SEC Action, the Coverage Action, the

Indirect Claims, the Stanford Investor Claims, and/or the Third-Party Coverage Actions, or any proceeding concerning the Stanford Entities pending or commenced in any Forum.

12. Pursuant to the provisions of Paragraph 40 of the Agreement, as of the Settlement Effective Date, the Receivership's Released Parties shall be completely released, acquitted, and forever discharged from all Settled Claims by Underwriters.

13. Notwithstanding anything to the contrary in this Judgment and Bar Order, the foregoing releases do not release the Parties' rights and obligations under the Agreement or bar the Parties from enforcing or effectuating the terms of the Agreement.

14. The Court hereby permanently bars, restrains and enjoins the Receiver, the Receivership Estate, the Committee, the Claimants, the Stanford Investors, Underwriters' Insureds, the Interested Parties, and all other Persons or entities, whether acting in concert with the foregoing or claiming by, through, or under the foregoing, or otherwise, all and individually, from directly, indirectly, or through a third party, instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, or otherwise prosecuting, against any of the Underwriters or any of the Underwriters Released Parties, any action, lawsuit, cause of action, claim, investigation, demand, complaint, or proceeding of any nature, including but not limited to litigation, arbitration, or other proceeding, in any Forum, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, that in any way relates to, is based upon, arises from, related to, or is connected with (i) the Insurance Policies; (ii) the Stanford Entities; (iii) any certificate of deposit, CD, depository account, or investment of any type with any one or more of the Stanford Entities; (iv) any one or more of Underwriters' relationships with any one or more of the Stanford Entities; (v) any actual or potential claim of

coverage under the Insurance Policies in connection with the SEC Action, the Receivership, the Indirect Claims, the Stanford Investor Claims, or any claim asserted against any Stanford Defendant or any other Person who has ever had any affiliation with any Stanford Defendant; (vi) the Coverage Action; (vii) the Third-Party Coverage Actions; (viii) the Indirect Claims; (ix) the Stanford Investor Claims; and (x) all matters that were or could have been asserted in SEC Action, the Coverage Action, the Indirect Claims, the Stanford Investor Claims, and/or the Third-Party Coverage Actions, or any proceeding concerning the Stanford Entities pending or commenced in any Forum. Notwithstanding the foregoing, this Order shall not bar Individual Underwriters' Insureds, who have not previously released or waived such claims, from asserting against Underwriters extracontractual claims arising out of the Policies, if any. Nothing in this Judgment and Bar Order should be construed as this Court opining on the validity of any extracontractual claims against Underwriters. Nor does anything in this Judgment and Bar Order limit or preclude any defenses that Underwriters may raise in response to any extracontractual claims. Further, nothing in this Judgment and Bar Order shall be construed as barring any Stanford Investor from pursuing any claim against any former Stanford officer, director, or employee; provided, however, that no Stanford Investor shall pursue any claim directly or indirectly against Underwriters.

15. Underwriters and the Underwriters Released Parties have no responsibility, obligation, or liability whatsoever with respect to the content of the Notice; the notice process; the Distribution Plan; the implementation of the Distribution Plan; the management, investment, disbursement, allocation, or other administration or oversight of the Settlement Amount, any other funds paid or received in connection with the Agreement, or any portion thereof; the payment or withholding of Taxes; the determination, administration, calculation, review, or

challenge of claims to the Settlement Amount, any portion of the Settlement Amount, or any other funds paid or received in connection with the Agreement; or any losses, attorneys' fees, expenses, vendor payments, expert payments, or other costs incurred in connection with any of the foregoing matters. No appeal, challenge, decision, or other matter concerning any subject set forth in this paragraph shall operate to terminate or cancel the Agreement or this Judgment and Bar Order.

16. The Court finds entry of the bar order in exchange for the payment of the Settlement Amount in accordance with the terms of the Agreement is fair and reasonable based on at least the following considerations: (i) Underwriters are entitled to exhaust policy limits by settling with one but not all insureds; (ii) the insurance proceeds represent a finite pool of resources available to satisfy claims against Underwriters' Insureds; (iii) there is a substantial dispute over the amount of the proceeds available under the Insurance Policies; (iv) the proceeds of the Insurance Policies may be less than the Settlement Amount, in which case the Agreement would result in the exhaustion of the proceeds under the Insurance Policies; (v) in the absence of the settlement and bar order outlined herein, Underwriters would be unwilling to pay the Settlement Amount and thus allowing any Person to retain the right to litigate the questions of coverage and available policy limits could work to the detriment of all persons interested in the Insurance Policies; (vi) in the absence of a settlement, the potential beneficiaries of the Insurance Policies might recover substantially less than is being made available pursuant to the Insurance Policies; (vii) the Settlement Amount is fair and equitable taking into account the merits of the claims and potential claims released and Underwriters' defenses to those claims and potential claims; (viii) the Settlement is fair and equitable taking into consideration that the Individual Underwriters' Insureds will be entitled to pursue recovery of any contractual claims against

Underwriters or for coverage under the Policies through the Receiver's claims process; and (ix) the Agreement represents a fair and reasonable balancing of the various interests implicated by the Insurance Policies and disputes and controversies related thereto.

17. Nothing in this Judgment and Bar Order or the Agreement and no aspect of the Agreement or negotiation thereof is or shall be construed to be an admission or concession of any violation of any statute or law, of any fault, liability or wrongdoing, or of any infirmity in the claims or defenses of the Parties with regard to any of the complaints, claims, allegations or defenses in the Coverage Action, the Indirect Claims, the Stanford Investor Claims, the Third-Party Coverage Actions, or any other proceeding.

18. Nothing in this Judgment and Bar Order is intended to release the Receiver or the Committee's claims in the proceedings identified in Exhibit B to the Agreement, or prevent, bar, restrain, or enjoin the continuation of such proceedings by the Receiver or the Committee.

19. Underwriters are hereby ordered to deliver the Settlement Amount (\$65,000,000) as described in Paragraphs 19 and 26 of the Agreement. Further, the Parties are ordered to act in conformity with all other provisions the Agreement.

20. The Court retains continuing and exclusive jurisdiction over the Parties for purposes of, among other things, the administration, interpretation, consummation, and enforcement of the Agreement, the Scheduling Order, and this Judgment and Bar Order, including, without limitation, the injunctions, bar orders, and releases herein, and to enter orders concerning implementation of the Agreement, the Distribution Plan, and any payment of attorneys' fees and expenses to the Receiver's counsel.

21. As a consequence of the bar order contained in the Final Bar Order entered in the SEC Action, the Final Judgment and Bar Order entered in the Coverage Action, the Judgments

and Bar Orders entered in the Third-Party Coverage Actions, and Paragraph 14 above, the Court has barred, and therefore hereby dismisses with prejudice all claims by [INSERT UNDERWRITER'S INDIVIDUAL INSURED'S NAME] for breach of contract against Underwriters.

22. This Judgment and Bar Order shall be served by counsel for the Receiver, via email, first class mail or international delivery service, on any person or entity that filed an objection to approval of the Agreement, as amended by the Second Amendment, or this Judgment and Bar Order.

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

24. Each party is to bear its own costs. All relief not expressly granted herein is denied. The Clerk of the Court is directed to enter Judgment in conformity herewith.

Signed on _____, 20__

DAVID C. GODBEY
UNITED STATES DISTRICT JUDGE

Exhibit K

Official
Office
Use
Only

UNITED STATES DISTRICT COURT NORTHERN
DISTRICT OF TEXAS DALLAS DIVISION

SEC v. Stanford International Bank, Ltd., ET AL.

Case No. 3:09-CV-0298-N

PROOF OF CLAIM FORM - INSURANCE CLAIMS

Please Type or Print in the Boxes Below

Do NOT use Red Ink, Pencil, or Staples

Must Be Postmarked
No Later Than

ADD DATE

STANFORD

PART I: CLAIMANT IDENTIFICATION

Last Name

M.I.

First Name

Date of Birth

MM / DD / YYYY

Last Four Digits of Social Security Number

or

Taxpayer Identification Number

Telephone Number (Primary Daytime)

Telephone Number (Alternate)

Email Address

MAILING INFORMATION

Address

Address

City

State

ZIP Code

Foreign Province

Foreign Postal Code

Foreign Country Name/Abbreviation

FOR CLAIMS
PROCESSING
ONLY

OB

CB

ATP
KE
ICI

BE
DR
EM

FL
ME
ND

OP
RE
SH

MM / DD / YYYY

FOR CLAIMS
PROCESSING
ONLY



11



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

\$.

[illegible]

IF YOU DO NOT FILL IN THIS CIRCLE THESE ADDITIONAL PAGES MAY NOT BE REVIEWED.
YOU MUST READ AND SIGN THE RELEASE ON PAGE 3. FAILURE TO SIGN THE RELEASE
MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.



PART IV. DECLARATIONS AND SIGNATURE

SUPPORTING DOCUMENTATION: Please attach to your Proof of Claim Form the documents that support your Proof of Claim Forms as further specified above. **DO NOT SEND ORIGINAL DOCUMENTS.** If such documentation is not available, please attach an explanation of why the documents are unavailable.

VERIFICATION OF CLAIMS: All Proof of Claim Forms submitted are subject to verification by the Receiver and approval by the Court. It is important to provide complete and accurate information to facilitate this effort. Claimants may be asked to supply additional information to complete this process **CONSENT TO JURISDICTION:** If you submit a Proof of Claim Form in this case, you consent to the jurisdiction of the District Court for all purposes related to this claim and agree to be bound by its decisions, including, without limitation, a determination as to the validity and amount of any claims asserted against the Receivership Entities. In submitting a Proof of Claim Form, you agree to be bound by the actions of the District Court even if that means your claim is limited or denied.

I (WE) DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT ALL OF THE FOREGOING INFORMATION SUPPLIED ON THIS PROOF OF CLAIM FORM BY THE UNDERSIGNED IS TRUE AND CORRECT.

Executed this _____ day of _____
(Month/Year)

(Sign your name here)

(Type or print your name here)

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

Reminder Checklist:

1. Please sign the above declaration.
2. Remember to attach copies of supporting documentation, if available.
3. Keep a copy of your Proof of Claim and all supporting documentation for your records.
4. If you move, please send the Claims Agent your new address.
5. Contact the Claims Agent at (866) 964-6301 or (317) 324-0757 with any questions. Inquiries can also be sent via email to info@stanfordfinancialclaims.com

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



THIS PAGE INTENTIONALLY LEFT BLANK



Exhibit L

Content of notice of the opportunity to submit an Outstanding Insurance Claim:

You are receiving this notice because you previously made a claim with Certain Underwriters at Lloyd's of London,¹ Arch Specialty Insurance Co., and Lexington Insurance Company (collectively referred to as "Underwriters") for insurance coverage pursuant to certain insurance policies issued to the Stanford Financial Group. The Receiver, Ralph S. Janvey, and the Official Stanford Investors Committee have entered into a settlement agreement with Underwriters pursuant to which Underwriters will pay the Receiver the total sum of \$65 million (the "Settlement Amount") to resolve Underwriters' liability for all contractual claims to coverage under such policies. You may access a copy of the settlement agreement and the court orders approving the settlement at the following web address: [add].

Pursuant to the terms of the Receiver's settlement with Underwriters, the Court has ordered that all claims to recover insurance proceeds from the policies issued by Underwriters shall be determined exclusively through the Receiver's claims process. The Court has ordered that any individual insured under the policies who has not, as of [add], already submitted such a claim to the Receiver may nevertheless seek to participate in the distribution of the Settlement Amount, by submitting to the Receiver the enclosed proof of claim form no later than [insert date that is seventy-five (75) days of the date of the notice]. All proofs of claim submitted on or before [insert date that is seventy-five (75) days of the date of the notice] shall be subject to review and determination by the Receiver, whose determination shall be subject to Court review pursuant to the procedures outlined in the Court's May 4, 2012 Order establishing the Receiver's claims process [add web address]. Your submission of a proof of claim does not guarantee that your claim will be approved or that you will be entitled to a distribution. However, **if you fail to submit a proof of claim to the Receiver on or before [insert date that is seventy-five (75) days of the date of the notice], you will be forever barred from receiving any distribution of the Settlement Amount and you will have no further opportunity to recover any proceeds from the insurance policies issued by Underwriters.**

If you have any questions concerning this notice, please send an email to info@stanfordfinancialclaims.com or call [add].

¹ Certain Underwriters at Lloyd's of London refers to Lloyd's of London Syndicates 2987, 2488, 1084, 1886, 4000, 1183, and 1274.