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

SECURITIES AND EXCHANGE COMMISSION, Plaintiff, v. STANFORD INTERNATIONAL BANK, LTD, *et al.*, Defendants.	Civil Action No. 3:09-cv-00298-N

APPENDIX TO EXPEDITED REQUEST FOR ENTRY OF SCHEDULING ORDER[1] AND MOTION TO APPROVE PROPOSED SETTLEMENT WITH INDEPENDENT, TO APPROVE THE PROPOSED NOTICE OF SETTLEMENT WITH INDEPENDENT, TO ENTER THE BAR ORDER, AND FOR PLAINTIFFS' ATTORNEYS' FEES AND EXPENSES

Ralph S. Janvey, in his capacity as Court-appointed Receiver for Stanford International Bank, Ltd., et al. (the "Receiver"), and the Official Stanford Investors Committee (the "Committee"), file this appendix (the "Appendix") in support of the *Expedited Request for Entry of Scheduling Order and Motion to Approve Proposed Settlement with Independent, to Approve the Proposed Notice of Settlement with Independent, to Enter the Bar Order, and for Plaintiffs' Attorneys' Fees and Expenses* (the "Motion").

[1] Movants request that the Court promptly enter the Scheduling Order, without waiting the twenty-one (21) days contemplated by Local Rule 7.1(e) for interested parties to respond to this Motion, because such Scheduling Order merely approves the notice and objection procedure and sets a final hearing and does not constitute a final approval of the Settlement Agreement.

Exhibit	Description
APPENDIX MATERIALS	
1.	Settlement Agreement with Exhibits
2.	Declaration of Edward C. Snyder
3.	Declaration of James R. Swanson
4.	Declaration of Scott Powers
5.	Order Approving Attorneys' Fees
6.	Declaration of John J. Little

Dated: March 8, 2023

Respectfully submitted,

BAKER BOTTS L.L.P.

By: */s/ Kevin M. Sadler*

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ATTORNEYS FOR THE OFFICIAL STANFORD INVESTORS COMMITTEE

CERTIFICATE OF SERVICE

On March 8, 2023, I electronically submitted the foregoing document with the clerk of the court of the U.S. District Court, Northern District of Texas, using the electronic case filing system of the court. I hereby certify that I will serve the Court-appointed Examiner, all counsel and/or pro se parties of record electronically or by another manner authorized by Federal Rule of Civil Procedure 5(b)(2).

On March 8, 2023, I served a true and correct copy of the foregoing document and the notice of electronic filing by United States Postal Certified Mail, Return Receipt required to the persons noticed below who are non-CM/ECF participants:

R. Allen Stanford, Pro Se
Inmate #35017183
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Coleman, FL 33521

/s/ Benjamin D. Reichard
Benjamin D. Reichard

EXHIBIT 1

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Settlement Agreement") is made and entered into between and among, on the one hand, (i) Ralph S. Janvey, solely in his capacity as the court-appointed receiver for the Stanford Receivership Estate (the "Receiver"); (ii) the Official Stanford Investors Committee (the "Committee"); (iii) individual plaintiffs Guthrie Abbott, Steven Queyrouze, Sarah Elson-Rogers, Salim Estefenn Uribe, Ruth Alfille de Penhos, and Diana Suarez (collectively, the "Rotstain Investor Plaintiffs"); and, on the other hand, (iv) Independent Bank, a Texas banking association, formerly known as Bank of Houston, ("Independent"). The Receiver, the Committee, and the Rotstain Investor Plaintiffs are collectively referred to as the "Plaintiffs." Plaintiffs, on the one hand, and Independent, on the other hand, are referred to in this Agreement individually as a "Party" and together as the "Parties."

WHEREAS, on February 16, 2009, the United States Securities and Exchange Commission (the "SEC") initiated *SEC v. Stanford International Bank, Ltd.*, Civil Action No. 3:09-cv-00298-N (N.D. Tex.) (the "SEC Action"), alleging that Robert Allen Stanford, James M. Davis, Laura Pendergest-Holt, Stanford International Bank, Ltd. ("SIBL"), Stanford Group Company, and Stanford Capital Management, LLC (collectively, the "Stanford SEC Defendants") had engaged in a fraudulent scheme affecting tens of thousands of customers from over one hundred countries;

WHEREAS, in an order dated February 16, 2009, in the SEC Action (ECF No. 10), the United States District Court for the Northern District of Texas assumed exclusive jurisdiction and took possession of (i) the assets, and other tangible and intangible monies and property, as further set forth in that order, of the Stanford SEC Defendants and all entities they owned or controlled as of February 16, 2009, including but not limited to Stanford Financial Group Limited ("SFGL"),

Bank of Antigua Limited, and Stanford Bank (Panama), S.A.[1] (all such entities are collectively, with the Stanford SEC Defendants, the "Stanford Entities"), which comprise the "Receivership Assets," and (ii) the books and records, client lists, account statements, financial and accounting documents, computers, computer hard drives, computer disks, internet exchange servers, telephones, personal digital devices, and other informational resources of or in possession of the Stanford SEC Defendants, or issued by the Stanford SEC Defendants and in possession of any agent or employee of the Stanford SEC Defendants (collectively, the "Receivership Records");

WHEREAS, in that same order (ECF No. 10), Ralph S. Janvey was appointed Receiver for the Receivership Assets and the Receivership Records (collectively, the "Receivership Estate") with the full power of an equity receiver under common law as well as such powers as are enumerated in that order, as amended by orders in that same matter dated March 12, 2009 (ECF No. 157, Case No. 3:09-cv-00298-N (N.D. Tex.)) and dated July 19, 2010 (ECF No. 1130, Case No. 3:09-cv-00298-N (N.D. Tex.)) (collectively, the "Receivership Orders");

WHEREAS, in the Receivership Orders the Court "empowered and directed the Receiver to, among other things . . . devise a mechanism for addressing outstanding claims and liabilities and satisfying valid investor/creditor claims" (ECF No. 96, Case No. 3:09-cv-02384-N-BQ (N.D. Tex.)), and "to [i]nstitute, prosecute, compromise, adjust, intervene in, or become party to such actions or proceedings in state, federal, or foreign courts that the Receiver deems necessary and advisable to preserve the value of the Receivership Estate." ECF No. 1130, ¶ 5(h), Case No. 3:09-cv-00298-N (N.D. Tex.);

[1] The full list of entities that the Stanford SEC Defendants owned or controlled as of February 16, 2009 is attached as **Exhibit C**.

WHEREAS, Ralph S. Janvey has served as Receiver continuously since his appointment and continues to so serve;

WHEREAS, John J. Little was appointed to serve as examiner (the "Examiner") by an order entered in the SEC Action, dated April 20, 2009 (ECF No. 322, Case No. 3:09-cv-00298-N (N.D. Tex.)), to assist the United States District Court for the Northern District of Texas in considering the interests of the worldwide investors in any financial products, accounts, vehicles, or ventures sponsored, promoted, or sold by any defendants in the SEC Action;

WHEREAS, John J. Little has served as Examiner continuously since his appointment and continues to so serve;

WHEREAS, the Committee was created pursuant to an order entered in the SEC Action dated August 10, 2010 (ECF No. 1149, Case No. 3:09-cv-00298-N (N.D. Tex.)) (the "Committee Order"), to represent "the customers of SIBL, who, as of February 16, 2009, had funds on deposit at SIBL, and/or were holding certificates of deposit ("CDs") issued by SIBL" (the "Stanford Investors") "in [the SEC Action] and related matters," and was "authorized and approved" by the United States District Court for the Northern District of Texas "to generally represent the interests of Stanford investors in these proceedings and, under certain circumstances, to bring and take legal actions for the benefit of the Stanford investors, and on behalf of the Receiver and the Receivership Estate." (ECF No. 735, ¶ 13, Case No. 3:09-cv-02384-N-BQ (N.D. Tex.));

WHEREAS, by the Committee Order, the Examiner was named as the initial Chairperson of the Committee;

WHEREAS, the Examiner has served as Chairperson of the Committee continuously since his appointment and continues to so serve;

WHEREAS, on August 23, 2009, Guthrie Abbott, Steven Queyrouze, Peggy Roif Rotstain, Juan Olano, Catherine Burnell, and Jamie Alexis Arroyo Bornstein (the latter four of whom were later replaced by substitute plaintiffs Sarah Elson-Rogers, Salim Estefenn Uribe, Ruth Alfille de Penhos, and Diana Suarez) filed a petition in Harris County District Court—a putative class action captioned *Rotstain, et al. v. Trustmark National Bank, et al.* (the "*Rotstain* Litigation")—naming five banks, including Independent, as defendants. (The bank defendants named as defendants in the *Rotstain* Litigation are referred to collectively as the "Bank Defendants");

WHEREAS, on November 13, 2009, the *Rotstain* Litigation was removed to the United States District Court for the Southern District of Texas (the "Transferor Court") where it was assigned Civil Action No. 4:09-cv-03673 and then transferred to and consolidated with the Stanford multidistrict litigation proceeding in the United States District Court for the Northern District of Texas (the "MDL Court") and assigned Civil Action No. 3:09-cv-02384-N;

WHEREAS, on December 5, 2011, the Committee moved to intervene in the *Rotstain* Litigation to "represent[] the interests of *all* Stanford investors," (ECF No. 96, Case No. 3:09-cv-02384-N-BQ (N.D. Tex.)), which motion the MDL Court granted on December 6, 2012 (ECF No. 129, Case No. 3:09-cv-02384-N-BQ (N.D. Tex.));

WHEREAS, on June 23, 2015, the Rotstain Investor Plaintiffs filed Plaintiffs' Second Amended Class Action Complaint (ECF No. 279, Case No. 3:09-cv-02384-N-BQ (N.D. Tex.)) and on June 15, 2020, the Committee filed the Second Amended Intervenor Complaint against Independent (ECF No. 735, Case No. 3:09-cv-02384-N-BQ (N.D. Tex.)) (collectively with Plaintiffs' Second Amended Class Action Complaint, the "Complaints");

WHEREAS, "[c]onsistent with his authority under Orders of [the United States District Court for the Northern District of Texas], the Receiver unconditionally assigned his claims against the [Bank] Defendants to the Committee, and further granted the Committee a power of attorney to pursue claims against the [Bank] Defendants on his behalf, including, without limitation, claims for [the Bank] Defendants' participation in and assistance to Stanford's fraudulent scheme, and seeking the return of fraudulent transfers made directly to or otherwise facilitated by the [Bank] Defendants." (ECF No. 735, ¶ 15, Case No. 3:09-cv-02384-N-BQ (N.D. Tex.));

WHEREAS, on November 1, 2019, plaintiffs Paul Blaine Smith, Carolyn Bass Smith, and a group of 1,286 Stanford Investors, filed a petition in Harris County, Texas, District Court against Trustmark National Bank, Independent Bank f/k/a Bank of Houston, The Toronto-Dominion Bank, HSBC Bank PLC, SG Suisse, and Blaise Friedli, which was thereafter removed to the United States District Court for the Southern District of Texas (the "*Smith* Court"), where it was captioned *Smith, et al. v. Independent Bank, et al.*, CA No. 4-20-CV-00675 (S.D. Tex.) (the "*Smith* Litigation");

WHEREAS, on January 28, 2022, the MDL Court transferred the *Rotstain* Litigation back to the Transferor Court where it was re-captioned *Abbott, et al. v. Trustmark National Bank, et al.*, Case No. 4:22-cv-00800 (S.D. Tex.);

WHEREAS, on November 10, 2022, the Transferor Court entered the Fifth and Final Amended Scheduling Order, which set the *Rotstain* Litigation for trial on February 27, 2023 (ECF No. 1326, Case No. 4:22-cv-00800 (S.D. Tex.));

WHEREAS, Independent expressly denies any and all allegations of wrongdoing, fault, liability, or damages whatsoever and is entering into this Settlement Agreement solely to avoid the burden, very substantial expense, and risks of litigation;

WHEREAS, the Plaintiffs have conducted an investigation into the facts and the law relating to the *Rotstain* Litigation and after considering the results of that investigation, litigation of the claims against Independent, and the benefits of this Settlement Agreement, as well as the burden, expense, and risks of litigation, have concluded that a settlement with Independent under the terms set forth below is fair, reasonable, adequate, and in the best interests of the Plaintiffs, the Interested Parties (defined below), and all Persons (defined below) affected by the Stanford Entities or entitled to make claims against the Receivership Assets, and have agreed to enter into the Settlement and this Settlement Agreement and to use their best efforts to effectuate the Settlement and this Settlement Agreement;

WHEREAS, the Parties desire to fully, finally, and forever compromise and effect a global settlement and discharge of all claims against Independent arising from or in any way related to Robert Allen Stanford and the Stanford Entities (the "Stanford-Related Claims");

WHEREAS, the Parties have engaged in extensive, good-faith, and arm's-length negotiations leading to this Settlement Agreement;

WHEREAS, absent approval of this Settlement, the *Rotstain* Litigation and other Stanford-Related Claims against Independent will likely take many more years and cost millions of dollars to litigate to final judgment and through appeals, and the outcome of all such litigation would have been uncertain;

WHEREAS, in *Zacarias v. Stanford Int'l Bank, Ltd.*, 931 F.3d 382, 387 (5th Cir. 2019), the Fifth Circuit confirmed approval of a settlement that was conditioned on the entry of bar orders enjoining Stanford-related suits filed against the defendants in that litigation;

WHEREAS, the Examiner, both in his capacity as Chairperson of the Committee and in his capacity as the Court-appointed Examiner, participated in the negotiation of the Settlement;

WHEREAS, the Committee has approved this Settlement Agreement and the terms of the Settlement, as evidenced by the signature hereon of the Examiner in his capacity as Chairperson of the Committee;

WHEREAS, the Examiner, in his capacity as Examiner, has reviewed this Settlement Agreement and the terms of the Settlement and, as evidenced by his signature hereon, has approved this Settlement Agreement and the terms of the Settlement and will recommend that this Settlement Agreement and the terms of the Settlement be approved by the MDL Court and implemented;[2]

WHEREAS, the Receiver has reviewed and approved this Settlement Agreement and the terms of the Settlement, as evidenced by his signature hereon; and

WHEREAS, the Rotstain Investor Plaintiffs have reviewed and approved this Settlement Agreement and the terms of the Settlement, as evidenced by their counsel's signature on their behalf hereon.

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

I. Agreement Date

1. This Settlement Agreement shall take effect once all Parties have signed the Settlement Agreement as of the date of the last signature to the Settlement Agreement (the "Agreement Date").

[2] The Examiner has also executed this Settlement Agreement to confirm his obligation to post Notice (defined below) on his website, as required herein, but is not otherwise individually a party to the Settlement or the Litigation.

II. Terms Used in this Settlement Agreement

The following terms, as used in this Settlement Agreement and the Bar Order (defined below), have the following meanings:

2. "Attorneys' Fees" means those fees awarded by the MDL Court to Plaintiffs' counsel from the Settlement Amount pursuant to the terms of the applicable engagement agreements.

3. "Bar Order" means an order entered in the SEC Action including findings under Federal Rule of Civil Procedure 54(b) and in substantially the form attached hereto as **Exhibit B**.

4. "Claim" means a Person's potential or asserted right to receive funds from the Receivership Estate or the funds and assets subject to the authority of the Joint Liquidators (defined below).

5. "Claimant" means any Person who has submitted a Claim to the Receiver or to the Joint Liquidators. Where a Claim has been transferred to a third party and such transfer has been acknowledged by the Receiver or the Joint Liquidators, the transferee is a Claimant, and the transferor is not a Claimant unless the transferor has retained a Claim that has not been transferred. Where the Receiver or the Joint Liquidators have disallowed a Claim and the disallowance has become Final, then the submission of the disallowed Claim does not make the Person who submitted it a Claimant.

6. "Confidential Information" means the communications and discussions in connection with the negotiations and mediations that led to the Settlement and this Settlement Agreement. Confidential Information also includes the existence and terms of the Settlement and this Settlement Agreement, but only until the filing of this Settlement Agreement and related documents with the MDL Court.

7. "Distribution Plan" means the plan hereafter approved by the MDL Court for the distribution of the Settlement Amount (net of any attorneys' fees or costs that are awarded by the MDL Court) to Stanford Investors who have had their Claims allowed by the Receiver.

8. "Final" means unmodified after the conclusion of, or expiration of any right of any Person to pursue, any and all possible forms and levels of appeal, reconsideration, or review, judicial or otherwise, including by a court or Forum of last resort, wherever located, whether automatic or discretionary, whether by appeal or otherwise. The Bar Order shall include findings under Federal Rule of Civil Procedure 54(b) and will become Final as set forth in this paragraph as though such order was entered as a judgment at the end of a case, and the continuing pendency of the SEC Action, the *Rotstain* Litigation, or any other litigation or other dispute shall not be construed as preventing such Bar Order from becoming Final.

9. "Forum" means any court, adjudicative body, tribunal, or jurisdiction, whether its nature is federal, foreign, state, administrative, regulatory, arbitral, local, or otherwise.

10. "Hearing" means a formal proceeding in open court before the MDL Court.

11. "Interested Parties" means the Receiver; the Receivership Estate; the Committee; the members of the Committee; the Rotstain Investor Plaintiffs; the Stanford Investors; the Claimants; the Examiner; the Joint Liquidators; or any Person or Persons alleged by the Receiver, the Committee, or other Person or entity on behalf of the Receivership Estate to be liable to the Receivership Estate, whether or not a formal proceeding has been initiated.

12. "Joint Liquidators" means Hugh Dickson and Mark McDonald, in their capacities as the joint liquidators appointed by the Eastern Caribbean Supreme Court in Antigua and Barbuda to take control of and manage the affairs and assets of SIBL or any of their successors or predecessors.

13. "Notice" means a communication, in substantially the form attached hereto as **Exhibit A**, describing (a) the material terms of the Settlement; (b) the material terms of this Settlement Agreement; (c) the rights and obligations of the Interested Parties with regard to the Settlement and this Settlement Agreement; (d) the deadline for the filing of objections to the Settlement, the Settlement Agreement, and the Bar Order; and (e) the date, time, and location of the Hearing to consider final approval of the Settlement, this Settlement Agreement, and the Bar Order.

14. "Person" means any individual, entity, governmental authority, agency or quasi-governmental person or entity, worldwide, of any type, including, without limitation, any individual, partnership, corporation, limited liability company, estate, trust, committee, fiduciary, association, proprietorship, organization, or business, regardless of location, residence, or nationality.

15. "Plaintiffs Released Parties" means the Plaintiffs and each of their counsel. Plaintiffs Released Parties also includes each of the foregoing persons' respective past, present, and future directors, officers, legal and equitable owners, shareholders, members, managers, principals, employees, associates, representatives, distributees, agents, attorneys, trustees, general and limited partners, lenders, insurers and reinsurers, direct and indirect parents, subsidiaries, affiliates, related entities, divisions, partnerships, corporations, executors, administrators, heirs, beneficiaries, assigns, predecessors, predecessors in interest, successors, and successors in interest.

16. "Releasor" means any Person granting a release of any Settled Claim.

17. "Settled Claim" means any action, cause of action, suit, liability, claim, right of action, right of levy or attachment, 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 a Releasor 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 Stanford Entities; (ii) any CD, depository account, or investment of any type associated with any of the Stanford Entities; (iii) Independent's relationships with any of the Stanford Entities and/or any of their personnel; (iv) Independent's provision of services to or for the benefit of or on behalf of any of the Stanford Entities; or (v) any matter that was asserted in, could have been asserted in, or relates to the subject matter of the SEC Action, the *Rotstain* Litigation, the *Smith* Litigation, or any proceeding concerning the Stanford Entities pending or commenced in any Forum. "Settled Claims" specifically includes, without limitation, all claims each Releasor does not know or suspect to exist in his, her, or its favor at the time of release, which, if known by that Person, might have affected their decisions with respect to this Settlement Agreement and the Settlement ("Unknown Claims"). Each Releasor expressly waives, releases, and relinquishes any and all provisions, rights, and benefits conferred by any law or principle, in the United States or elsewhere, that governs or limits the release of unknown or unsuspected claims, including, without limitation, California Civil Code § 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each Releasor acknowledges that he, she, or it may hereafter discover facts different from, or in addition to, those which such Releasor now knows or believes to be true with respect to the Settled

Claims, but nonetheless agrees that this Settlement Agreement, including the releases granted herein, will remain binding and effective in all respects notwithstanding such discovery. Unknown Claims include contingent and non-contingent claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of different or additional facts. These provisions concerning unknown and unsuspected claims and the inclusion of Unknown Claims in the definition of Settled Claims were separately bargained for and are an essential element of this Settlement Agreement and the Settlement.

18. "Settlement" means the agreed resolution of the Settled Claims in the manner set forth in this Settlement Agreement.

19. "Settlement Amount" means One Hundred Million Dollars ($100,000,000.00) in United States currency.

20. "Settlement Effective Date" means the date on which the last of all of the following has occurred: (i) the Bar Order becomes Final; (ii) the Transferor Court dismisses with prejudice the claims against Independent in the *Rotstain* Litigation; and (iii) the *Smith* Court dismisses with prejudice the claims against Independent in the *Smith* Litigation.

21. "Stanford Entities" means Robert Allen Stanford; James M. Davis; Laura Pendergest-Holt; Gilbert Lopez; Mark Kuhrt; SIB; Stanford Group Company; Stanford Capital Management, LLC; Stanford Financial Group; the Stanford Financial Bldg Inc.; the entities listed in **Exhibit C** to this Agreement; and any entity of any type that was owned, controlled by, or affiliated with Robert Allen Stanford, James M. Davis, Laura Pendergest-Holt, Gilbert Lopez, Mark Kuhrt, SIB, Stanford Group Company, Stanford Capital Management, LLC, Stanford Financial Group, or the Stanford Financial Bldg Inc., on or before February 16, 2009.

22. "Independent Released Parties" means Independent and its counsel. Independent Released Parties also includes each of the foregoing persons' respective past, present, and future directors, officers, legal and equitable owners, shareholders, members, managers, principals, employees, associates, representatives, distributees, agents, attorneys, trustees, general and limited partners, lenders, insurers and reinsurers, direct and indirect parents, subsidiaries, affiliates, related entities, divisions, partnerships, corporations, executors, administrators, heirs, beneficiaries, assigns, predecessors, predecessors in interest, successors, and successors in interest. Notwithstanding the foregoing, "Independent Released Parties" shall not include (a) any Person, other than Independent, who is, as of the Agreement Date, a party to the *Rotstain* Litigation; (b) any Person, other than Independent, who is a party to and has been served, or who has waived service and appeared, in one or more of the actions or proceedings listed in **Exhibit F** and (i) against whom, on the Agreement Date, the Receiver or the Committee is asserting claims or causes of action in any such action or proceeding, or (ii) with whom, as of the Agreement Date, the Receiver or the Committee has entered into a settlement agreement relating to any such action or proceeding and such Person's obligations to the Receiver or the Committee remain outstanding in whole or in part; (c) any Person, other than Independent, against whom the Receiver or Committee holds a judgment or other court award that remains unsatisfied in whole or in part as of the Agreement Date; or (d) any Person who is, as of the Agreement Date, a party to one or more of the proceedings identified in **Exhibit G**.

23. "Taxes" means any and all taxes, whether federal, state, local, or other taxes related to the Settlement or the Settlement Amount, and costs incurred in connection with such taxation including, without limitation, the fees and expenses of tax attorneys and accountants.

III. Delivery of Settlement Amount

24. Stay of *Rotstain* Litigation as to Independent: Within three (3) business days of the Agreement Date, the Rotstain Investor Plaintiffs, the Committee, and Independent shall file a joint motion in the *Rotstain* Litigation to stay the *Rotstain* Litigation as to Independent, including a request to vacate all pretrial deadlines and the trial setting as to Independent, pending a final determination concerning approval of the Settlement and the Bar Order.

25. Dismissal of *Rotstain* Litigation: Within five business (5) days after the Bar Order becomes Final, the Committee and the Rotstain Investor Plaintiffs shall file with the Transferor Court an agreed motion to fully and finally dismiss with prejudice without costs or attorneys' fees all claims against Independent in the *Rotstain* Litigation. It being agreed that there would be no just reason for delay, if claims by the Committee and the Rotstain Investor Plaintiffs against parties other than Independent remain pending in the *Rotstain* Litigation at the time the agreed motion is to be filed, the judgment that is requested by the agreed motion and required under this paragraph will be a final judgment under Federal Rule of Civil Procedure 54(b).

26. Dismissal of *Smith* Litigation: Within five business (5) days after the Bar Order becomes Final, the Receiver and the Committee shall file in the *Smith* Litigation a motion to enforce the Bar Order and to dismiss with prejudice without costs or attorneys' fees all claims against Independent in the *Smith* Litigation. It being agreed that there would be no just reason for delay, if claims by the *Smith* Investor Plaintiffs against parties other than Independent remain pending in the *Smith* Litigation at the time the agreed motion is to be filed, the judgment that is requested by the motion and required by this paragraph will be a final judgment under Federal Rule of Civil Procedure 54(b).

27. Delivery of Settlement Amount: Within five (5) business days after the Settlement Effective Date, the Receiver shall provide to Independent's counsel wiring instructions for payment of the Settlement Amount to the Receiver. Thereafter, if and to the extent Independent needs additional information to allow Independent to execute the wire transfer of the Settlement Amount to the Receiver, then the Receiver agrees to make reasonable efforts to provide such information. Within thirty (30) days after the later of the Settlement Effective Date or receipt of the wiring instructions for payment of the Settlement Amount to the Receiver, Independent shall deliver or cause to be delivered the Settlement Amount to the Receiver.

IV. Use and Management of Settlement Amount

28. Management and Distribution of Settlement Amount: If and when the Settlement Amount is delivered to the Receiver pursuant to the terms of this Settlement Agreement, the Receiver shall receive and take custody of the Settlement Amount and shall maintain, manage, and distribute the Settlement Amount in accordance with the Distribution Plan and under the supervision and direction and with the approval of the MDL Court. The Receiver shall be responsible for all Taxes, fees, and expenses that may be due with respect to the Settlement Amount or the management, use, administration, or distribution of the Settlement Amount.

29. No Liability: Independent and the Independent Released Parties shall have no liability, obligation, or responsibility whatsoever with respect to the investment, management, use, administration, or distribution of the Settlement Amount or any portion thereof, including, but not limited to, the costs and expenses of such investment, management, use, administration, or distribution of the Settlement Amount, and any Taxes, fees, and expenses arising therefrom or relating thereto. Nothing in this paragraph shall alter Independent's obligations to deliver the Settlement Amount to the Receiver pursuant to the terms of this Settlement Agreement.

V. Motion for Scheduling Order and Bar Order, and Form and Procedure for Notice

30. Motion: On a date mutually acceptable to the Parties that is not more than twenty (20) days from the Agreement Date, unless otherwise agreed by the Parties in writing, via e-mail or otherwise, the Plaintiffs shall submit to the MDL Court a motion requesting entry of a scheduling order substantially in the form attached as **Exhibit D** (a) preliminarily approving the Settlement; (b) approving the content and plan for publication and dissemination of Notice; (c) setting the date by which any objection to the Settlement or this Settlement Agreement must be filed; and (d) scheduling a Hearing to consider final approval of the Settlement and entry of the Bar Order required by Paragraph 20 of this Settlement Agreement. With respect to the content and plan for publication and dissemination of Notice, the Plaintiffs will propose that Notice be sent via electronic mail, first-class mail or international delivery service to all Interested Parties; sent via electronic service to all counsel of record for any Person who is, at the time of Notice, a party in any case included in the MDL (*In re Stanford Entities Sec. Litig.*, Case No. 3:09-md-02099-N-BQ (N.D. Tex. Oct. 6, 2009)), the SEC Action, the *Rotstain* Litigation, or the *Smith* Litigation, each of whom is deemed to have consented to electronic service through the CM/ECF System; sent via electronic mail, first-class mail or international delivery service, to any other counsel of record for any other Person who is, at the time of service, a party in any case included in the MDL (*In re Stanford Entities Sec. Litig.*, Case No. 3:09-md-02099-N-BQ (N.D. Tex. Oct. 6, 2009)), the SEC Action, the *Rotstain* Litigation, or the *Smith* Litigation; and posted on the websites of the Receiver and the Examiner along with complete copies of this Settlement Agreement and all filings with the MDL Court relating to the Settlement, this Settlement Agreement, and approval of the Settlement. The Plaintiffs will further propose that Notice in substantially the form attached hereto as **Exhibit E** be published once in the national edition of

The Wall Street Journal and once in the international edition of *The New York Times*. In advance of filing the motion papers to accomplish the foregoing, the Plaintiffs shall provide Independent with a reasonable opportunity to review and comment on such motion papers.

31. Notice Preparation and Dissemination: The Receiver shall be solely responsible for the preparation and dissemination of the Notice pursuant to this Settlement Agreement and as directed by the MDL Court. In the absence of intentional refusal by the Receiver to prepare and disseminate Notice pursuant to this Settlement Agreement or a court order, no Interested Party or any other Person shall have any recourse against the Receiver with respect to any claims that may arise from or relate to the Notice process. In the case of intentional refusal by the Receiver to prepare and disseminate Notice pursuant to this Settlement Agreement or a court order, Independent shall not have any claim against the Receiver other than the ability to seek specific performance. The Parties do not intend to give any other Person any right or recourse against the Receiver in connection with the Notice process.

32. No Recourse Against Independent: No Interested Party or any other Person shall have any recourse against Independent or the Independent Released Parties with respect to any claims that may arise from or relate to the Notice process.

33. Motion Contents: In the motion papers referenced in Paragraph 29 above, the Plaintiffs shall request that the MDL Court, *inter alia*:

a. approve the Settlement and its terms as set out in this Settlement Agreement;

b. enter an order finding that this Settlement Agreement and the releases set forth herein are final and binding on the Parties; and

c. enter in the SEC Action the Bar Order.

34. Parties to Advocate: The Parties shall take all reasonable steps to advocate for and encourage the MDL Court to approve the terms of this Settlement Agreement and to advocate for and encourage the MDL Court to apply the releases and Bar Order to as broad a population as possible.

35. No Challenge: No Party shall challenge the approval of the Settlement, and no Party will encourage or assist any Interested Party in challenging the Settlement.

VI. Rescission if the Settlement is Not Finally Approved, or the Bar Order or Judgments of Dismissal in the Rotstain or Smith Litigation are Not Entered

36. Right to Withdraw: The Parties represent and acknowledge each of the following terms was necessary to the Parties' agreement to this Settlement, are each an essential term of the Settlement and this Settlement Agreement, and that the Settlement would not have been reached in the absence of these terms: (a) MDL Court approval of the Settlement and the terms of this Settlement Agreement without material modification or limitation; (b) entry by the MDL Court of the Bar Order in the SEC Action in substantially the form attached hereto as **Exhibit B**; (c) all such approvals and orders becoming Final, pursuant to Paragraphs 8, 20, 25, and 26 of this Settlement Agreement; and (d) the subsequent Final dismissal with prejudice of all claims against Independent in the *Rotstain* Litigation and the *Smith* Litigation. If the MDL Court refuses to provide the approvals described in (a); if the MDL Court refuses to enter the Bar Order described in (b) without material modification; if the final result of any appeal from the approvals and order described in (a) or (b) is that any of the approvals or order are not affirmed in their entirety and without material modification or limitation; or if the claims against Independent in the *Rotstain* Litigation or the *Smith* Litigation are not fully and finally dismissed with prejudice, then any of the Receiver, the Committee and Independent has the right to withdraw its agreement to the Settlement and to this Settlement Agreement by providing to all other Parties written notice of

such withdrawal within fourteen (14) days of the order or judicial determination giving rise to the right to withdraw. The effective date of the withdrawal will be twenty-one (21) days after the notice of same, during which time the Parties agree to work together in good faith to attempt to negotiate an alternative settlement.

37. In the event that any Party withdraws its agreement to the Settlement or this Settlement Agreement pursuant to Paragraph 36, this Settlement Agreement will be null and void and of no further effect whatsoever, shall not be admissible in any ongoing or future proceedings for any purpose whatsoever (except for the provisions of Paragraph 38 and this paragraph, which shall survive), and shall not be the subject or basis for any claims or defenses by any Party against any other Party other than to enforce the surviving terms of this Settlement Agreement. If any Party withdraws from this Settlement Agreement pursuant to the terms of Paragraph 36, then each Party shall be returned to such Party's respective position immediately prior to such Party's execution of the Settlement Agreement except as set forth in the surviving terms of this Settlement Agreement listed in Paragraph 38.

38. The Parties do not have the right to withdraw from, or otherwise terminate, the Settlement Agreement for any reason other than the reasons identified in Paragraph 36. The following paragraphs of this Settlement Agreement shall survive termination due to withdrawal of the Settlement Agreement: 36, 37, 38, 49 and 50.

VII. Distribution Plan

39. Duties: The Receiver, with the approval and guidance of the MDL Court, shall be solely responsible for preparing, filing a motion seeking approval of, and implementing the Distribution Plan including, without limitation, receiving, managing, and disbursing the Settlement Amount. The Receiver owes no duties to Independent or the Independent Released Parties in

connection with the distribution of the Settlement Amount or the Distribution Plan, and if the Receiver complies with this Settlement Agreement and all orders issued by the MDL Court relating to the Distribution Plan neither Independent nor the Independent Released Parties may assert any claim or cause of action against the Receiver in connection with the distribution of the Settlement Amount or the Distribution Plan. In no event will the Receiver or the Receivership Estate be liable for damages or the payment or re-payment of funds of any kind as a result of any deficiency associated with the distribution of the Settlement Amount or the Distribution Plan.

40. Distribution by Check: The Receiver will make all payments to Claimants pursuant to the Distribution Plan by check where reasonably possible to do so. The Receiver must include the following statement, without alteration (except that additional releasees may be included if the Receiver includes in the distribution check funds from settlements with such other releasees), on the reverse of all checks sent to Claimants pursuant to the Distribution Plan, above where the endorser will sign:

> BY ENDORSING THIS CHECK, I RELEASE ALL CLAIMS, KNOWN OR NOT, AGAINST INDEPENDENT BANK, FORMERLY KNOWN AS BANK OF HOUSTON, ITS AGENTS, HEIRS, ASSIGNS, AND EMPLOYEES (WHETHER CURRENT OR PAST), AND THE INDEPENDENT RELEASED PARTIES ARISING FROM OR RELATING TO STANFORD INTERNATIONAL BANK, LTD. OR ANY OF ITS RELATED ENTITIES AND ACCEPT THIS PAYMENT IN FULL SATISFACTION THEREOF.

The Receiver will use commercially reasonable efforts to cause distributions paid electronically to be conditioned on agreement to the same language.

41. No Responsibility: Independent and the Independent Released Parties shall have no responsibility, obligation, or liability whatsoever with respect to the terms, interpretation, or implementation of the Distribution Plan; the administration of the Settlement; the management,

investment, or distribution of the Settlement Amount or any other funds paid or received in connection with the Settlement; the payment or withholding of Taxes that may be due or owing by the Receiver or any recipient of funds from the Settlement Amount; 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 Settlement or this Settlement Agreement; or any losses, attorneys' fees, expenses, vendor payments, expert payments, or other costs incurred in connection with any of the foregoing matters. As of the Settlement Effective Date, the Plaintiffs, the Plaintiffs Released Parties, the Interested Parties, and all other individuals, persons, or entities Plaintiffs represent or on whose behalf Plaintiffs have been empowered to act by any court fully, finally, and forever release, relinquish, and discharge Independent and the Independent Released Parties from any and all such responsibility, obligation, and liability.

VIII. Releases and Covenant Not to Sue

42. Release of the Independent Released Parties: As of the Settlement Effective Date, each of the Plaintiffs, including, without limitation, the Receiver on behalf of the Receivership Estate (including the Stanford Entities), fully, finally, and forever release, relinquish, and discharge, with prejudice, all Settled Claims against Independent and the Independent Released Parties.

43. Release of Plaintiffs Released Parties: As of the Settlement Effective Date, Independent fully, finally, and forever releases, relinquishes, and discharges, with prejudice, all Settled Claims against the Plaintiffs Released Parties.

44. No Release of Obligations Under Settlement Agreement: Notwithstanding anything to the contrary in this Settlement Agreement, the releases and covenants contained in this

Settlement Agreement do not release the Parties' rights and obligations under this Settlement Agreement or the Settlement, nor do they bar the Parties from enforcing or effectuating this Settlement Agreement or the Settlement.

45. Covenant Not to Sue: Effective as of the Agreement Date, the Plaintiffs, including, without limitation, the Receiver on behalf of the Receivership Estate (including the Stanford Entities), covenant not to, directly or indirectly, or through a third party, institute, reinstitute, initiate, commence, maintain, continue, file, encourage, solicit, support, participate in, collaborate in, or otherwise prosecute against any of the Independent Released Parties any action, lawsuit, cause of action, claim, investigation, demand, complaint, or proceeding, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, concerning or relating to the Settled Claims, whether in a court or any other Forum. Effective as of the Agreement Date, Independent covenants not to, directly or indirectly, or through a third party, institute, reinstitute, initiate, commence, maintain, continue, file, encourage, solicit, support, participate in, collaborate in, or otherwise prosecute against any of the Plaintiffs Released Parties any action, lawsuit, cause of action, claim, investigation, demand, complaint, or proceeding, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, concerning or relating to the Settled Claims, whether in a court or any other Forum. Notwithstanding the foregoing, however, the Parties retain the right to sue for alleged breaches of this Settlement Agreement.

IX. Representations and Warranties

46. No Assignment, Encumbrance, or Transfer: The Plaintiffs, other than the Receiver, represent and warrant that they are the owners of the Settled Claims that they are releasing under this Settlement Agreement and that they have not, in whole or in part, assigned, encumbered, sold,

pledged as security, or in any manner transferred or compromised any of the Settled Claims that they are releasing under this Settlement Agreement. The Receiver represents and warrants that he is the owner of the Settled Claims that he is releasing under this Settlement Agreement and that, other than the assignment of the Settled Claims against Independent that the Receiver transferred to the Committee, he has not, in whole or in part, assigned, encumbered, sold, pledged as security, or in any manner transferred or compromised any of the Settled Claims that he is releasing under this Settlement Agreement. Independent represents that it is the owner of the Settled Claims that it is releasing under this Settlement Agreement and that it has not, in whole or in part, assigned, encumbered, sold, pledged as security, or in any manner transferred or compromised any of the Settled Claims that it is releasing under this Settlement Agreement.

47. No Additional Claims. The Parties represent and warrant to each other that, other than the *Rotstain* Litigation and the *Smith* Litigation, and any claims by any Stanford Investors filed with the Joint Liquidators or the Receiver, they are not presently aware of (a) any undismissed or otherwise extant claim or action against Independent or any of the Independent Released Parties concerning (i) the Settled Claims or (ii) the wrongdoing of the Stanford Entities that was the subject of the Complaints, or (b) any person or entity intending to file such an action. The Parties further represent and warrant to each other that they are not aware of a current decision of the Fifth Circuit or Supreme Court invalidating the Bar Order.

48. Authority: Each person executing this Settlement Agreement or any related documents represents and warrants that he or she has the full authority to execute the documents on behalf of the Person each represents and that each has the authority to take appropriate action required or permitted to be taken pursuant to this Settlement Agreement to effectuate its terms.

The Committee represents and warrants that the Committee has approved this Settlement Agreement in accordance with the by-laws of the Committee.

X. No Admission of Fault or Wrongdoing

49. The Settlement, this Settlement Agreement, and the negotiation and mediation thereof shall in no way constitute, be construed as, or be evidence of 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 asserted or that could have been asserted in the *Rotstain* Litigation, the SEC Action, the *Smith* Litigation, or any other proceeding relating to any Settled Claim, or any other proceeding in any Forum. The Settlement and this Settlement Agreement are a resolution of disputed claims in order to avoid the risk and very substantial expense of protracted litigation. The Settlement, this Settlement Agreement, and evidence thereof shall not be used, directly or indirectly, in any way, in the *Rotstain* Litigation, the SEC Action, the *Smith* Litigation, or in any other proceeding, other than to enforce the terms and/or intent of the Settlement and this Settlement Agreement or to defend against or facilitate a dismissal of any other proceeding against Independent.

XI. Confidentiality

50. Confidentiality: Except as necessary to obtain MDL Court approval of this Settlement Agreement, to provide the Notices as required by this Settlement Agreement, to enforce the terms of the Settlement and this Settlement Agreement, the Parties and their counsel will keep confidential and shall not publish, communicate, or otherwise disclose, directly or indirectly, in any manner whatsoever, Confidential Information to any Person except that (i) a Party may disclose Confidential Information to a person or entity to whom disclosure is required pursuant to law or regulation, but only after providing prompt notice to the other Parties; (ii) Independent shall

be permitted to disclose to its own officers, shareholders, employees, affiliates, current and potential insurers, insurance brokers, regulators, lawyers, auditors, or accountants, on a confidential or attorney-client basis, the Settlement, the Settlement Agreement, its terms, the amount of the Settlement, and information about the Settlement negotiations; and (iii) a Party may disclose Confidential Information to a person or entity if the Party has obtained prior written consent from all other Parties. Notwithstanding anything else in this Settlement Agreement or otherwise, such consent may be transmitted by e-mail. Notwithstanding any provision to the contrary in the foregoing, the Parties agree that the Independent and the Independent Released Parties may make public disclosures regarding the Settlement and the Settlement Agreement as required by applicable securities and other laws and regulations, as well as conduct ancillary stakeholder communications, and they need not meet and confer with or provide notice to Plaintiffs before making such disclosure(s).

XII. Non-Disparagement

51. In connection with the Settlement and this Settlement Agreement, the Plaintiffs and their counsel shall not make, disseminate, or publish any statement outside of court, including a statement in the press, that would denigrate or embarrass the Independent Released Parties, or that is otherwise negative or derogatory towards the Independent Released Parties. Nothing in this paragraph shall prevent the Receiver or his counsel from reporting the Receiver's activities to the MDL Court, the Examiner, or the SEC; from responding as necessary to inquiries from the MDL Court or other governmental authorities; or from carrying out any of the Receiver's duties under any order addressing the scope of the Receiver's duties, including but not limited to the Second Amended Receivership Order (SEC Action, ECF No. 1130) or other order addressing the scope of the Receiver's duties.

52. In connection with the Settlement and this Settlement Agreement, the named Executive Officers of Independent[3] shall not make, disseminate, or publish any statement outside of court, including a statement in the press, which would denigrate or embarrass the Plaintiffs. Nothing in this paragraph shall prevent Independent from reporting its activities to the Transferor Court or the MDL Court; from responding as necessary to inquiries from the Transferor Court or the MDL Court or other governmental authorities; from taking any step it believes, in its sole and absolute discretion, is necessary to enforce the Settlement or this Settlement Agreement; from responding to any request by the Plaintiffs or any other person for discovery from Independent in any other litigation related to the Stanford Entities or any subpoena or request for production; or from discussing the Settled Claims, the Settlement, and this Settlement Agreement with its own officers, shareholders, employees, affiliates, current and potential insurers, insurance brokers, regulators, lawyers, auditors or accountants. Notwithstanding the foregoing, however, Independent does not have a duty to cooperate in responding to discovery requests and/or trial subpoenas (except as required by law) in the *Rotstain* Litigation, the SEC Action, the *Smith* Litigation, or in any other action relating to the Stanford Ponzi scheme. Any violation of the terms of this paragraph shall not be a basis to withdraw from the Settlement Agreement. The relief available for any violation of the terms of this paragraph shall be limited to money damages.

XIII. Miscellaneous

53. Final and Complete Resolution: The Parties intend this Settlement Agreement and the Settlement to be and constitute, to the greatest extent possible, a final, complete, and worldwide resolution of all matters and disputes between (1) the Plaintiffs Released Parties, and the Interested

[3] See https://www.independent-bank.com/our-company/leadership.html

Parties, on the one hand, and (2) the Independent Released Parties on the other hand, and this Settlement Agreement, including its exhibits, shall be interpreted to effectuate this purpose.

54. Binding Agreement: As of the Agreement Date, this Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. No Party may assign any of its rights or obligations under this Settlement Agreement without the express written consent of the other Parties.

55. Incorporation of Recitals: The Recitals (i.e., "whereas" clauses) contained in this Settlement Agreement are essential terms of this Settlement Agreement and are incorporated herein for all purposes.

56. Disclaimer of Reliance: In executing this Settlement Agreement, the Parties unequivocally represent, acknowledge, and state that they were represented by counsel in the negotiation and formation of this Settlement Agreement, which negotiation was conducted by the Parties at arm's length, and the Parties are relying solely upon each Party's own independent knowledge, understanding, and investigation of the matters pertinent hereto and have not seen, heard, or relied upon any promises, statements, representations, covenants, or warranties, whether written or oral, express or implied, made by one another or by any representative or other Person or entity and that no such Party had any duty to make any disclosures, except to the extent that a matter is expressly stated in this Settlement Agreement. The Parties hereby waive, release, and disclaim any right or ability to seek to revoke, rescind, vacate, or otherwise avoid the operation and effect of this Settlement Agreement on the basis of any alleged fraudulent inducement, misrepresentation, or material omission by any of the undersigned or their representatives, or on the basis of mutual or unilateral mistake of fact or law, or newly discovered information, and

acknowledge that they are completely satisfied with this settlement, as reflected in this Settlement Agreement.

57. Third-Party Beneficiaries: This Settlement Agreement is not intended to and does not create rights enforceable by any Person other than the Parties (or their respective heirs, executors, administrators, successors, and assigns, as provided in Paragraph 54 of this Settlement Agreement), except that the Independent Released Parties and the Plaintiffs Released Parties are third-party beneficiaries of and may enforce the release or covenant not to sue in Section VIII of this Settlement Agreement as it relates to said Person.

58. Negotiation, Drafting, and Construction: The Parties agree and acknowledge that they each have reviewed and cooperated in the preparation of this Settlement Agreement, that no Party should or shall be deemed the drafter of this Settlement Agreement or any provision hereof, and that any rule, presumption, or burden of proof that would construe this Settlement Agreement, any ambiguity, or any other matter, against the drafter shall not apply and is waived. The Parties are entering into this Settlement Agreement freely, after good-faith, arm's-length negotiation, with the advice of counsel, and in the absence of coercion, duress, and undue influence. The titles and headings in this Settlement Agreement are for convenience only, are not part of this Settlement Agreement, and shall not bear on the meaning of this Settlement Agreement. The words "include," "includes," or "including" shall be deemed to be followed by the words "without limitation." The words "and" and "or" shall be interpreted broadly to have the most inclusive meaning, regardless of any conjunctive or disjunctive tense. Words in the masculine, feminine, or neuter gender shall include any gender. The singular shall include the plural and vice versa. "Any" shall be understood to include and encompass "all," and "all" shall be understood to include and encompass "any."

59. Cooperation: The Parties agree to execute any additional documents reasonably necessary to finalize and carry out the terms of this Settlement Agreement. In the event a third party or any Person other than a Party at any time challenges any term of this Settlement Agreement or the Settlement, including the Bar Order, the Parties agree to cooperate with each other, including using reasonable efforts to make documents or personnel available as needed to defend any such challenge. Further, the Parties shall reasonably cooperate to defend and enforce the Bar Order required under Paragraph 20 of this Settlement Agreement.

60. Notice: Any notices, documents, or correspondence of any nature required to be sent pursuant to this Settlement Agreement shall be transmitted by both e-mail and overnight delivery to the following recipients, and will be deemed transmitted upon receipt by the overnight delivery service.

To Independent:

Independent Bank
Ankita Puri
EVP, Chief Legal Officer
7777 Henneman Way
McKinney, TX 75070
E-mail: Ankita.Puri@iFinancial.com
Telephone: (214) 307-7610

And

Charles L. Babcock
Jackson Walker, LLP
1401 McKinney Street, Ste. 1900
Houston, Texas 77010
E-mail: cbabcock@jw.com
713-752-4210

To the Committee and Rotstain Investor Plaintiffs:

Edward C. Snyder
One Riverwalk Place
700 N. St. Mary's, Suite 405
San Antonio, TX 78205
Telephone: (210) 630-4200

Fax: (210) 630-4210
E-mail: esnyder@casnlaw.com

and

James R. Swanson
Fishman Haygood, LLP
201 St. Charles Avenue, 46th Floor
New Orleans, LA 70170-4600
Telephone: (504) 586-5252
Fax: (504) 586-5250
E-mail: jswanson@fishmanhaygood.com

and

John J. Little
John J. Little Law, PLLC
8150 N. Central Expressway, 10th Floor
Dallas, TX 75206
Telephone: (214) 989-4180
Cell: (214) 573.2307
Fax: (214) 367-6001
E-mail: john@johnjlittlelaw.com

and

Kevin Sadler
Baker Botts LLP
1001 Page Mill Road
Building One, Suite 200
Palo Alto, CA 94304-1007
Telephone: 650.739.7518
Fax: 650.739.7618
E-mail: kevin.sadler@bakerbotts.com

To Receiver:

Ralph S. Janvey
Krage & Janvey, L.L.P.
2100 Ross Ave
Suite 2600
Dallas, TX 75201
Telephone: 214.397.1912
Fax: 214.220.0230
E-mail: rjanvey@kjllp.com

Each Party shall provide notice of any change to the service information set forth above to all other Parties by the means set forth in this paragraph.

61. Choice of Law: This Settlement Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to the choice-of-law principles of Texas or any other jurisdiction.

62. Mandatory, Exclusive Forum Selection Clause: Any dispute, controversy, or claim arising out of or related to the Settlement or this Settlement Agreement, including breach, interpretation, effect, or validity of this Settlement Agreement, whether arising in contract, tort, or otherwise, shall be brought exclusively in the United States District Court for the Northern District of Texas. Solely with respect to any such action, the Parties irrevocably stipulate and consent to personal and subject matter jurisdiction and venue in such court, and waive any argument that such court is inconvenient, improper, or otherwise an inappropriate forum.

63. Costs to Enforce Settlement Agreement: Each Party shall bear its own costs and fees for any action to enforce the Settlement or this Settlement Agreement.

64. United States Currency: All dollar amounts in this Settlement Agreement are expressed in United States dollars.

65. Timing: If any deadline imposed by this Settlement Agreement falls on a non-business day, then the deadline is extended until the next business day.

66. Waiver: The waiver by a Party of any right or breach of this Settlement Agreement by another Party shall not be deemed a waiver of any other right or prior or subsequent breach of this Settlement Agreement. Any waiver by a Party of any right or breach of this Settlement Agreement by another Party must be in writing and signed by all Parties.

67. Exhibits: The exhibits annexed to this Settlement Agreement are incorporated by reference as though fully set forth in this Settlement Agreement.

68. Integration and Modification: This Settlement Agreement sets forth the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, and communications, whether oral or written, with respect to such subject matter. Neither this Settlement Agreement, nor any provision or term of this Settlement Agreement, may be amended, modified, revoked, supplemented, waived, or otherwise changed except by a writing signed by all of the Parties.

69. Counterparts and Signatures: This Settlement Agreement may be executed in one or more counterparts, each of which for all purposes shall be deemed an original but all of which taken together shall constitute one and the same instrument. A signature delivered by fax or other electronic means shall be deemed to be, and shall have the same binding effect as, a handwritten, original signature.

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

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

Ralph S Janvey

Date: 3/6/2023

John J. Little, in his capacity as Examiner

_____ Date: _____

67. Exhibits: The exhibits annexed to this Settlement Agreement are incorporated by reference as though fully set forth in this Settlement Agreement.

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

_____ Date: _____

John J. Little, in his capacity as Examiner

_____ Date: MARCH 7, 2023

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35468024v.2

Official Stanford Investors Committee

By:_____ Date: March 7, 2023
John J. Little, Chairperson

Guthrie Abbott

By:_____ Date:_____
James R. Swanson, Counsel

Steven Queyrouze

By:_____ Date:_____
James R. Swanson, Counsel

Sarah Elson-Rogers

By:_____ Date:_____
James R. Swanson, Counsel

Salim Estefenn Uribe

By:_____ Date:_____
James R. Swanson, Counsel

Ruth Alfille de Penhos

By:_____ Date:_____
James R. Swanson, Counsel

Official Stanford Investors Committee

By:_____ Date: _____
John J. Little, Chairperson

Guthrie Abbott

By:_____ Date: March 7, 2023
James R. Swanson, Counsel

Steven Queyrouze

By:_____ Date: March 7, 2023
James R. Swanson, Counsel

Sarah Elson-Rogers

By:_____ Date: March 7, 2023
James R. Swanson, Counsel

Salim Estefenn Uribe

By:_____ Date: March 7, 2023
James R. Swanson, Counsel

Ruth Alfille de Penhos

By:_____ Date: March 7, 2023
James R. Swanson, Counsel

35444706v.2
35468024v.2

Diana Suarez

By: _____ Date: March 7, 2023
James R. Swanson, Counsel

Independent Bank

Date: _____

By: _____
Mark Haynie
Title: EVP Special Counsel/Corporate Secretary

Diana Suarez

By:_____ Date:_____
James R. Swanson, Counsel

Independent Bank

By: _____ Date: March 7, 2023
Mark Haynie
Title: EVP Special Counsel/Corporate Secretary

EXHIBIT A

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

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

NOTICE OF SETTLEMENT AND BAR ORDER PROCEEDINGS

PLEASE TAKE NOTICE that Ralph S. Janvey, in his capacity as the Court-appointed Receiver for the Stanford Receivership Estate (the "Receiver") and the Official Stanford Investors Committee (the "Committee") (the Receiver and the Committee, collectively, the "Movants"), have reached an agreement (the "Settlement Agreement") to settle all claims asserted or that could have been asserted against Independent Bank formerly known as Bank of Houston ("Independent") in *Rotstain, et al. v. Trustmark National Bank, et al.*, Civil Action No. 4:22-cv-00800 (S.D. Tex.) (the "*Rotstain* Litigation").

PLEASE TAKE FURTHER NOTICE that the Movants have filed an Expedited Request for Entry of Scheduling Order and Motion to Approve Proposed Settlement with Independent, to Approve the Proposed Notice of Settlement with Independent, to Enter the Bar Order, and For Plaintiffs' Attorneys' Fees and Expenses (the "Motion"), filed in *SEC v. Stanford Int'l Bank, Ltd.*, No. 3:09-cv-0298-N (N.D. Tex.) (the "SEC Action"). Copies of the Settlement Agreement, the Motion, and other supporting papers may be obtained from the Court's docket in the SEC Action

(ECF No. ____), and are also available on the websites of the Receiver (http://www.stanfordfinancialreceivership.com) and the Examiner (www.lpf-law.com/examiner-stanford-financial-group/). Copies of these documents may also be requested by email, by sending the request to Lara Richards at lrichards@fishmanhaygood.com; or by telephone, by calling (504) 586-5252. All capitalized terms not defined in this Notice of Settlement and Bar Order Proceedings are defined in the Settlement Agreement, attached as Exhibit 1 of the Appendix to the Motion.

PLEASE TAKE FURTHER NOTICE that the Motion requests that the Court approve the Settlement and enter a bar order permanently enjoining, among others, Interested Parties,[1] including Stanford Investors,[2] Plaintiffs,[3] Claimants,[4] and Joint Liquidators[5] from pursuing Settled Claims,[6] including claims you may possess, against Independent.

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[1] "Interested Parties" means the Receiver; the Receivership Estate; the Committee; the members of the Committee; the Plaintiffs; the Rotstain Investor Plaintiffs; the Stanford Investors; the Claimants; the Examiner; the Joint Liquidators; or any Person or Persons alleged by the Receiver, the Committee, or other Person or entity on behalf of the Receivership Estate to be liable to the Receivership Estate, whether or not a formal proceeding has been initiated.

[2] "Stanford Investors" means the customers of Stanford International Bank, Ltd. ("SIBL"), who, as of February 16, 2009, had funds on deposit at SIBL, and/or were holding certificates of deposit issued by SIBL.

[3] "Plaintiffs" means the Receiver, the Committee, and the Rotstain Investor Plaintiffs. The Rotstain Investor Plaintiffs are the individual plaintiffs in the *Rotstain* Litigation (Guthrie Abbott, Steven Queyrouze, Salim Estefenn Uribe, Sarah Elson-Rogers, Diana Suarez, and Ruth Alfille de Penhos).

[4] "Claimants" means any Persons who have submitted a Claim to the Receiver or to the Joint Liquidators. Where a Claim has been transferred to a third party and such transfer has been acknowledged by the Receiver or the Joint Liquidators, the transferee is a Claimant, and the transferor is not a Claimant unless the transferor has retained a Claim that has not been transferred. Where the Receiver or the Joint Liquidators have disallowed a Claim and the disallowance has become Final, then the submission of the disallowed Claim does not make the Person who submitted it a Claimant.

[5] "Joint Liquidators" means Hugh Dickson and Mark McDonald, in their capacities as the joint liquidators appointed by the Eastern Caribbean Supreme Court in Antigua and Barbuda to take control of and manage the affairs and assets of SIBL or any of their successors or predecessors.

[6] "Settled Claim" generally means any action, cause of action, suit, liability, claim, right of action, right of levy or attachment, 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

PLEASE TAKE FURTHER NOTICE that the settlement amount is one hundred million U.S. dollars ($100,000,000.00) (the "Settlement Amount"). The Settlement Amount, less any fees and costs awarded by the Court to the attorneys for Plaintiffs and expenses paid by the Receiver (the "Net Settlement Amount"), will be deposited with and distributed by the Receiver pursuant to a Distribution Plan hereafter to be approved by the Court in the SEC Action (*see* subparagraph f below).

This matter may affect your rights and you may wish to consult an attorney.

The material terms of the Settlement Agreement include the following:

a) Independent will pay $100 million, which will be deposited with the Receiver as required pursuant to the Settlement Agreement;

b) Plaintiffs will fully release the Independent Released Parties[7] from Settled Claims, *e.g.*, claims arising from or relating to Robert Allen Stanford, the

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contract, tort, statute, law, equity or otherwise, that a Releasor 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 Stanford Entities; (ii) any CD, depository account, or investment of any type associated with any of the Stanford Entities; (iii) Independent's relationships with any of the Stanford Entities and/or any of their personnel; (iv) Independent's provision of services to or for the benefit of or on behalf of any of the Stanford Entities; or (v) any matter that was asserted in, could have been asserted in, or relates to the subject matter of the SEC Action, the *Rotstain* Litigation, the *Smith* Litigation, or any proceeding concerning the Stanford Entities pending or commenced in any Forum. "Settled Claims" specifically includes, without limitation, all claims each Releasor does not know or suspect to exist in his, her, or its favor at the time of release, which, if known by that Person, might have affected their decisions with respect to the Settlement Agreement and the Settlement ("Unknown Claims"). Each Releasor expressly waives, releases, and relinquishes any and all provisions, rights, and benefits conferred by any law or principle, in the United States or elsewhere, that govern or limit the release of unknown or unsuspected claims, including, without limitation, California Civil Code § 1542. *See* Paragraph 17 of the Settlement Agreement for a complete definition of Settled Claim. (ECF No. __.)

[7] "Independent Released Parties" means Independent and its counsel. Independent Released Parties also includes each of the foregoing persons' respective past, present, and future directors, officers, legal and equitable owners, shareholders, members, managers, principals, employees, associates, representatives, distributees, agents, attorneys, trustees, general and limited partners, lenders, insurers and reinsurers, direct and indirect parents, subsidiaries, affiliates, related entities, divisions, partnerships, corporations, executors, administrators, heirs,

Stanford Entities,[8] or any conduct by the Independent Released Parties relating to Robert Allen Stanford or the Stanford Entities, with prejudice;

c) The Settlement Agreement seeks entry of a Bar Order in the SEC Action, which permanently enjoins, among others, Interested Parties, including all Stanford Investors, Rotstain Investor Plaintiffs, and Claimants, from bringing, encouraging, assisting, continuing, or prosecuting, against Independent or any of the Independent Released Parties, the *Rotstain* Litigation, the *Smith* Litigation, or any action, lawsuit, cause of action, claim, investigation, demand, complaint, or proceeding of any nature, including, without limitation, contribution or indemnity claims, arising from or relating to a Settled Claim;

d) The Committee and the Rotstain Investor Plaintiffs will fully and finally dismiss their claims against Independent in the *Rotstain* Litigation with prejudice. The *Smith* Litigation will be dismissed as against Independent with prejudice pursuant to the Bar Order in the SEC Action.

e) The Receiver will disseminate notice of the Settlement Agreement (i.e., this Notice) to Interested Parties, through one or more of the following: mail, email, international delivery, CM/ECF notification, facsimile transmission, and/or publication on the websites maintained by the Examiner (www.lpf-

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beneficiaries, assigns, predecessors, predecessors in interest, successors, and successors in interest. *See* Paragraph 22 of the Settlement Agreement for a complete definition of Settled Claim. (ECF No. __.)

[8] "Stanford Entities" means Robert Allen Stanford; James M. Davis; Laura Pendergest-Holt; Gilbert Lopez; Mark Kuhrt; Leroy King; SIBL; Stanford Group Company; Stanford Capital Management, LLC (collectively, the "Stanford SEC Defendants"); Stanford Financial Group Ltd.; Bank of Antigua Limited; Stanford Bank (Panama), S.A.; the entities listed in Exhibit C to the Settlement Agreement (ECF No. __); and all entities the Stanford SEC Defendants owned or controlled as of February 16, 2009.

law.com/examiner-stanford-financial-group/) and the Receiver (http://www.stanfordfinancialreceivership.com);

f) The Receiver will develop and submit to the Court for approval a plan for distributing the Net Settlement Amount (the "Distribution Plan");

g) Under the Distribution Plan, once approved, the Net Settlement Amount will be distributed by the Receiver, under the supervision of the Court, to Stanford Investors who have submitted Claims that have been allowed by the Receiver;

h) Persons who accept funds from the Settlement Amount will, upon accepting the funds, fully release the Independent Released Parties from any and all Settled Claims; and

i) The *Rotstain* Litigation and the *Smith* Litigation will be dismissed with prejudice as to Independent, with each party bearing its own costs and attorneys' fees.

Attorneys for the Plaintiffs seek a fee award based upon 25% of the Settlement Amount, pursuant to 25% contingency fee agreements with the Plaintiffs. Twenty-Five percent of the net recovery from the Settlement is to be calculated but shall not exceed $25,000,000.00.

The final hearing on the Motion is set for [_____] (the "Final Approval Hearing"). Any objection to the Settlement Agreement or its terms, the Motion, the Bar Order, or the request for approval of the Plaintiffs' attorneys' fees must be filed, in writing, with the Court in the SEC Action no later than [insert date of 21st day before Final Approval Hearing] with such written objection complying with the requirements of Paragraph 4 of the Scheduling Order (ECF No. __) in the SEC Action. Any objections not filed by this date will be deemed waived and will not be considered by the Court. Those wishing to appear and to orally present their written

objections at the Final Approval Hearing must include a request to so appear within their written objections.

EXHIBIT B

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SECURITIES AND EXCHANGE COMMISSION, Plaintiff, v. STANFORD INTERNATIONAL BANK, LTD, *et al.*, Defendants.	:	Case No. 3:09-cv-00298

FINAL BAR ORDER

Before the Court is the Expedited Request for Entry of Scheduling Order and Motion to Approve Proposed Settlement with Independent, to Approve the Proposed Notice of Settlement with Independent, and to Enter the Bar Order (ECF No. ____, the "Motion") filed by Ralph S. Janvey, in his capacity as the Court-appointed Receiver for the Stanford Receivership Estate (the "Receiver"), and the Court-appointed Official Stanford Investors Committee (the "Committee"), the latter being a plaintiff in *Rotstain, et al. v. Trustmark National Bank, et al.*, Civil Action No. 4:22-cv-00800 (S.D. Tex.) (the "*Rotstain* Litigation").[1] The Motion concerns a proposed settlement (the "Settlement") between and among, on the one hand, the Receiver, the Committee, and the *Rotstain* Investor Plaintiffs, and on the other hand, Independent Bank formerly known as

[1] Terms used in this Final Bar Order that are defined in the settlement agreement that is attached as Exhibit 1 of the Appendix to the Motion (ECF No. __) (the "Settlement Agreement"), unless expressly otherwise defined herein, have the same meaning as in the Settlement Agreement (which is deemed incorporated herein by reference).

Bank of Houston ("Independent"). The Receiver, the Committee, and the *Rotstain* Investor Plaintiffs are collectively referred to as "Plaintiffs." Plaintiffs, on the one hand, and Independent, on the other hand, are referred to individually as a "Party" and together as the "Parties." John J. Little signed the Settlement Agreement as chair of the Committee. Mr. Little, the Court-appointed Examiner (the "Examiner"), also signed the Settlement Agreement in his capacity as Examiner solely to evidence his support and approval of the Settlement and to confirm his obligation to post the Notice on his website; but Mr. Little as Examiner is not otherwise individually a party to the Settlement Agreement, this litigation, or the *Rotstain* Litigation.

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

I. INTRODUCTION

This litigation and the *Rotstain* Litigation arise from a series of events leading to the collapse of Stanford International Bank, Ltd. ("SIBL") and other companies owned or controlled by Robert Allen Stanford (with SIBL, the "Stanford Entities").[2] On February 16, 2009, this Court appointed Ralph S. Janvey to be the Receiver for the Receivership Estate. (ECF No. 10.) After years of investigation, Plaintiffs believe that they have identified claims against a number of third parties, including Independent, which Plaintiffs allege enabled the Stanford Ponzi scheme. In the *Rotstain* Litigation, some or all of Plaintiffs assert claims against Independent and other defendants for (i) aiding, abetting, or participation in violations of the Texas Securities Act; and (ii) knowing

[2] All references in this Order to the *Rotstain* Litigation and the action titled *Smith, et al. v. Independent Bank, et al.*, CA No. 4-20-CV-00675 (S.D. Tex.) (the "*Smith* Litigation") shall also apply to any actions severed from that case.

participation in breach of fiduciary duty.[3] Independent denies that it is liable under any of those claims and asserts numerous defenses to each of those claims.

The Parties have engaged in good-faith, arm's-length negotiations.. In these negotiations, potential victims of the Stanford Ponzi scheme were well-represented. 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 (the 'Stanford Investors')" (ECF No. 1149)—the Receiver, and the Examiner—who the Court appointed to advocate on behalf of "investors in any financial products, accounts, vehicles or ventures sponsored, promoted or sold by any Defendant in this action" (ECF No. 322)—all participated in these extensive, arm's-length negotiations. On February 24, the Parties reached an agreement in principle resulting in the Settlement. The Parties continued negotiating in order to document the exact terms of the Settlement in the written Settlement Agreement.

Under the terms of the Settlement Agreement, Independent will pay $100 million ($100,000,000.00) (the "Settlement Amount") to the Receivership Estate, which (less Attorneys' Fees and expenses) will be distributed to Stanford Investors. In return, Independent is to obtain total peace with respect to all claims that have been, or could have been, asserted against Independent or any other of the Independent Released Parties, arising in any respect out of the events leading to these proceedings. Accordingly, the Settlement is conditioned on the Court's approval and entry of this Final Bar Order enjoining Interested Parties and other Persons holding

[3] Claims were also brought against Independent for (1) aiding, abetting, or participation in fraudulent transfers; (2) aiding, abetting, or participation in a fraudulent scheme; (3) aiding, abetting, or participation in conversion; (4) civil conspiracy, and (5) breach of fiduciary duty. Those claims were either dismissed by the Court or abandoned by Plaintiffs over the course of the litigation.

any potential claim against Independent relating to these proceedings from asserting or prosecuting claims against Independent or any of the Independent Released Parties.

On March _, 2023, Plaintiffs filed the Motion. (ECF No. ___). The Court thereafter entered a Scheduling Order on____ __, 2023 (ECF No. ____), which, *inter alia*, authorized the Receiver to provide notice of the Settlement, established a briefing schedule on the Motion, and set the Motion for a hearing. On [_____], the Court held the scheduled hearing. For the reasons set forth herein, the Court finds that the terms of the Settlement Agreement are adequate, fair, reasonable, and equitable, and that the Settlement should be and is hereby **APPROVED**. The Court further finds that entry of this Final Bar Order is appropriate and necessary.

II. ORDER

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

1. 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); *see also Zacarias v. Stanford Int'l Bank, Ltd.,* 945 F.3d 883, 897 (5th Cir. 2019) (receivership court authority includes entering "bar orders foreclosing suit against third-party defendants with whom the receiver is also engaged in litigation"). Moreover, the Court has jurisdiction over the subject matter of this action, and the Receiver and the Committee are proper parties to seek entry of this Final Bar Order.

2. The Court finds that the methodology, form, content, and dissemination of the Notice: (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 Parties of the Settlement, the releases and dismissal therein, and the injunctions provided for in this Final Bar Order; (iv) were reasonably calculated, under the

circumstances, to apprise all Interested Parties of the right to object to the Settlement and this Final Bar Order, 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.

3. The Court finds that the Settlement, including, without limitation, the Settlement Amount, was reached following an extensive investigation of the facts and resulted from vigorous, good faith, arm's-length negotiations involving experienced and competent counsel. The Court further finds that (i) significant issues exist as to the merits and value of the claims asserted against Independent by Plaintiffs and by others whose potential claims are foreclosed by this Final Bar Order; (ii) such claims contain complex and novel issues of law and fact that would require a substantial amount of time and expense to litigate, with uncertainty regarding whether such claims would be successful; (iii) a significant risk exists that future litigation costs would dissipate Receivership Assets and that Plaintiffs and Claimants may not ultimately prevail on their claims; (iv) Plaintiffs and other Claimants will receive partial satisfaction of their claims from the Settlement Amount being paid pursuant to the Settlement; and (v) Independent would not have agreed to the terms of the Settlement in the absence of this Final Bar Order and assurance of "total peace" with respect to all claims that have been, or could be, asserted by any Persons arising from any aspect of Independent's relationship with the Stanford Entities. *See SEC v. Kaleta*, No. 4:09-3674, 2012 WL 401069, at *4 (S.D. Tex. Feb. 7, 2012), *aff'd*, 530 F. App'x 360 (5th Cir. 2013) (approving these factors for consideration in evaluating whether a settlement and bar order are sufficient, fair, and necessary). The injunction against such claims as set forth herein is therefore

a necessary and appropriate order ancillary to the relief obtained for victims of the Stanford Ponzi scheme pursuant to the Settlement. *See Kaleta*, 530 F. App'x at 362 (affirming a bar order and injunction against investor claims as "ancillary relief" to a settlement in an SEC receivership proceeding). After careful consideration of the record and applicable law, the Court concludes that the Settlement is the best option for maximizing the net amount recoverable from Independent for the Receivership Estate, Plaintiffs, and the Claimants.

4. Pursuant to the Settlement 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 to Stanford Investors who have Claims approved by the Receiver. The Court finds that the Receiver's claims process and the Distribution Plan contemplated in the Settlement Agreement have been designed to ensure that all Stanford Investors have received an opportunity to pursue their Claims through the Receiver's claims process previously approved by the Court (ECF No. 1584).

5. 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.

6. Accordingly, the Court finds that the Settlement 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 Independent, the Stanford Entities, or the Receivership Estate, including but not limited to Plaintiffs and the Interested Parties. The Court also finds that this Final Bar Order is a necessary component to achieve the Settlement. The Settlement, the terms of which are set forth in the Settlement Agreement, is hereby fully and finally approved. The Parties are directed to implement and consummate the Settlement in accordance with the terms and provisions of the Settlement Agreement and this Final Bar Order.

7. Pursuant to the provisions of paragraph 42 of the Settlement Agreement, as of the Settlement Effective Date, Independent and the Independent Released Parties shall be completely released, acquitted, and forever discharged from any action, cause of action, suit, liability, claim, right of action, right of levy or attachment, 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 Plaintiffs, including without limitation the Receiver on behalf of the Receivership Estate (including the Stanford Entities); the Committee; the Claimants; and the Persons, entities and interests represented by those parties 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 Stanford Entities; (ii) any certificate of deposit, depository account, or investment of any type with any one or more of the Stanford Entities; (iii) Independent's or any of the Independent Released Parties' relationships with any one or more of the Stanford Entities and/or any of their personnel or any Person acting by, through, or in concert with any Stanford Entity; (iv) Independent's or any of the other Independent Released Parties' provision of services to or for the benefit of or on behalf of any one or more of the Stanford Entities; or (v) any matter that was asserted in, could have been asserted in, or relates in any respect to the subject matter of this action, the *Rotstain* Litigation, the *Smith* Litigation, or any other proceeding concerning any of the Stanford Entities pending or commenced in any Forum.

8. Pursuant to the provisions of paragraph 43 of the Settlement Agreement, as of the Settlement Effective Date, Plaintiffs Released Parties shall be completely released, acquitted, and forever discharged from all Settled Claims by Independent.

9. Notwithstanding anything to the contrary in this Final Bar Order, the foregoing releases do not release the Parties' rights and obligations under the Settlement or the Settlement Agreement or bar the Parties from enforcing or effectuating the terms of the Settlement or the Settlement Agreement. Further, the foregoing releases do not bar or release any claims, including but not limited to the Settled Claims, that Independent may have against any Independent Released Party, including but not limited to Independent's insurers, reinsurers, employees, and agents.

10. The Court hereby permanently bars, restrains, and enjoins Plaintiffs, the Claimants, the Interested Parties, and all other Persons or entities anywhere in the world, 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 Independent or any of the Independent Released Parties, the *Rotstain* Litigation, the *Smith* Litigation, or any action, lawsuit, cause of action, claim, investigation, demand, levy, complaint, or proceeding of any nature in any Forum, including, without limitation, any court of first instance or any appellate court, 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, or is connected with the Stanford Entities; this case; the subject matter of this case; the *Rotstain* Litigation; the *Smith* Litigation; or any Settled Claim. The foregoing specifically includes any claim, however denominated and whether brought in the *Rotstain* Litigation, the *Smith* Litigation, or any other Forum, seeking

contribution, indemnity, damages, or other remedy where the alleged injury to such Person, entity, or Interested Party, or the claim asserted by such Person, entity, or Interested Party, is based upon such Person's, entity's, or Interested Party's liability to any Plaintiff, Claimant, or Interested Party arising out of, relating to, or based in whole or in part upon money owed, demanded, requested, offered, paid, agreed to be paid, or required to be paid to any Plaintiff, Claimant, Interested Party, or other Person or entity, whether pursuant to a demand, judgment, claim, agreement, settlement or otherwise. Notwithstanding the foregoing, there shall be no bar of any claims, including but not limited to the Settled Claims, that Independent may have against any Independent Released Party, including but not limited to Independent's insurers, reinsurers, employees, and agents. Further, the Parties retain the right to sue for alleged breaches of the Settlement Agreement.

11. The releases and the covenants not to sue set forth in the Settlement Agreement, and the releases, bars, injunctions, and restraints set forth in this Final Bar Order, do not limit in any way the evidence that Plaintiffs may offer against the remaining defendants in the *Rotstain* Litigation or the *Smith* Litigation.

12. Nothing in this Final Bar Order shall impair, affect, or be construed to impair or affect in any way whatsoever, any right of any Person, entity, or Interested Party to (i) claim a credit or offset, however determined or quantified, if and to the extent provided by any applicable statute, code, or rule of law, against any judgment amount, based upon the Settlement or payment of the Settlement Amount; (ii) designate a "responsible third party" or "settling person" under Chapter 33 of the Texas Civil Practice and Remedies Code; or (iii) take discovery under applicable rules in litigation; provided for the avoidance of doubt that nothing in this paragraph shall be interpreted to permit or authorize any action or claim seeking to impose any liability of any kind

(including but not limited to liability for contribution, indemnification or otherwise) upon Independent or any other Independent Released Party.

13. Independent and the Independent 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 administration of the Settlement; the management, investment, distribution, allocation, or other administration or oversight of the Settlement Amount, any other funds paid or received in connection with the Settlement, 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 Settlement or the Settlement 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 Settlement, the Settlement Agreement, or this Final Bar Order.

14. Nothing in this Final Bar Order or the Settlement Agreement and no aspect of the Settlement or negotiation or mediation 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 *Rotstain* Litigation, the *Smith* Litigation, or any other proceeding.

15. The Committee and the *Rotstain* Investor Plaintiffs are hereby ordered to file the agreed motion to dismiss and motion for final judgment in the *Rotstain* Litigation as specified in paragraph 25 of the Settlement Agreement by the deadline set forth in that paragraph. The Receiver and the Committee are hereby ordered to file the agreed motion to enforce the Bar Order

and to dismiss all claims against Independent in the *Smith* Litigation as specified in paragraph 26 of the Settlement Agreement by the deadline set forth in that paragraph. Independent is hereby ordered to deliver or cause to be delivered the Settlement Amount ($100 million) pursuant to the terms and subject to the conditions in paragraph 27 of the Settlement Agreement. Further, the Parties are ordered to act in conformity with all other provisions of the Settlement Agreement.

16. 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 Settlement, the Settlement 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 Settlement, the Settlement Agreement, the Distribution Plan, and any payment of Attorneys' Fees and expenses to Plaintiffs' counsel.

17. 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.

18. This Final Bar Order shall be served by counsel for Plaintiffs, via email, first class mail or international delivery service, on any person or entity that filed an objection to approval of the Settlement, the Settlement Agreement, or this Final Bar Order.

Signed on _____

_____
DAVID C. GODBEY
UNITED STATES DISTRICT JUDGE

EXHIBIT C

Receivership Entities

16NE Huntington, LLC

20/20 Ltd.

Antigua Athletic Club Limited

The Antigua Sun Limited

Apartment Household, Inc.

Asian Village Antigua Limited

Bank of Antigua Limited

Boardwalk Revitalization, LLC

Buckingham Investments A.V.V.

Caribbean Aircraft Leasing (BVI) Limited

Caribbean Airlines Services Limited

Caribbean Airlines Services, Inc.

Caribbean Star Airlines Holdings Limited

Caribbean Star Airlines Limited

Caribbean Sun Airlines Holdings, Inc.

Casuarina 20 LLC

Christiansted Downtown Holdings, LLC

Crayford Limited

Cuckfield Investments Limited

Datcom Resources, Inc.

Devinhouse, Ltd.

Deygart Holdings Limited

Foreign Corporate Holdings Limited

International Fixed Income Stanford Fund, Ltd.

The Island Club, LLC

The Islands Club, Ltd.

JS Development, LLC

Maiden Island Holdings Ltd.

Miller Golf Company, L.L.C.

Parque Cristal Ltd.

Pelican Island Properties Limited

Pershore Investments S.A.

Polygon Commodities A.V.V.

Porpoise Industries Limited

Productos y Servicios Stanford, C.A.

R. Allen Stanford, LLC

Robust Eagle Limited

Sea Eagle Limited

Sea Hare Limited

SFG Majestic Holdings, LLC

SG Ltd.

SGV Asesores C.A.

SGV Ltd.

Stanford 20*20, LLC

Stanford 20/20 Inc.

Stanford Acquisition Corporation

Guardian International Investment Services No. One, Inc.	Stanford Aerospace Limited
Guardian International Investment Services No. Three, Inc.	Stanford Agency, Ltd. [Louisiana][i]
Guardian International Investment Services No. Two, Inc.	Stanford Agency, Inc. [Texas]
Guardian One, Ltd.	Stanford Agresiva S.A. de C.V.
Guardian Three, Ltd.	Stanford Aircraft, LLC
Guardian Two, Ltd.	Stanford American Samoa Holding Limited
Guiana Island Holdings Limited	Stanford Aviation 5555, LLC
Harbor Key Corp.	Stanford Aviation II, LLC
Harbor Key Corp. II	Stanford Aviation III, LLC
Idea Advertising Group, Inc.	Stanford Aviation Limited
Stanford Bank Holdings Limited	Stanford Aviation LLC
Stanford Bank, S.A. Banco Comercial	Stanford Bank (Panama), S.A.[ii]
Stanford Capital Management, LLC	Stanford Galleria Buildings Management, LLC
Stanford Caribbean Investments, LLC	Stanford Gallows Bay Holdings, LLC
Stanford Caribbean Regional Management Holdings, LLC	Stanford Global Advisory, LLC
Stanford Caribbean, LLC	Stanford Group (Antigua) Limited
Stanford Casa de Valores, S.A.	Stanford Group (Suisse) AG
Stanford Cobertura, S.A. de C.V.	Stanford Group Aruba, N.V.
Stanford Coins & Bullion, Inc.	Stanford Group Bolivia
The Stanford Condominium Owners' Association, Inc.	Stanford Group Casa de Valores, S.A.
Stanford Corporate Holdings International, Inc.	Stanford Group Company

Stanford Corporate Services (BVI) Limited

Stanford Corporate Services (Venezuela), C.A.

Stanford Corporate Services, Inc.

Stanford Corporate Ventures (BVI) Limited

Stanford Corporate Ventures, LLC

Stanford Crecimiento Balanceado, S.A. de C.V.

Stanford Crecimiento, S.A. de C.V.

Stanford Development Company (Grenada) Ltd.

Stanford Development Company Limited

Stanford Development Corporation

Stanford Eagle, LLC

Stanford Family Office, LLC

The Stanford Financial Group Building, Inc.

Stanford Financial Group Company

Stanford Financial Group Global Management, LLC

Stanford Financial Group (Holdings) Limited

Stanford Financial Group Limited

Stanford Financial Group Ltd.

Stanford Financial Partners Advisors, LLC

Stanford Financial Partners Holdings, LLC

Stanford Group Company Limited

Stanford Group Holdings, Inc.

Stanford Group Mexico, S.A. de C.V.

Stanford Group Peru, S.A., Sociedad Agente de Bolsa

Stanford Group Venezuela Asesores de Inversion, C.A.

Stanford Group Venezuela, C.A.

Stanford Holdings Venezuela, C.A.

Stanford International Bank Holdings Limited

Stanford International Bank Limited

Stanford International Holdings (Panama) S.A.

Stanford International Management Ltd.

Stanford International Resort Holdings, LLC

Stanford Investment Advisory Services, Inc.

Stanford Leasing Company, Inc.

Stanford Management Holdings, Ltd.

Stanford Real Estate Acquisition, LLC

Stanford S.A. Comisionista de Bolsa

Stanford Services Ecuador, S.A.

Stanford South Shore Holdings, LLC

Stanford Sports & Entertainment Holdings, LLC

Stanford Financial Partners Securities, LLC

Stanford Financial Partners, Inc.

Stanford Fondos, S.A. de C.V.

The Stanford Galleria Buildings, LP

Stanford Trust Holdings Limited

Stanford Venture Capital Holdings, Inc.

The Sticky Wicket Limited

Sun Printing & Publishing Limited

Sun Printing Limited

Stanford Puerto Rico, Inc

Stanford Latin America LLC

Stanford Casa de Valores Panama

Stanford Group Venezuela a/k/a Stanford Group Venezuela C.A.

Stanford Bank Venezuela

Stanford Trust Company Limited d/b/a Stanford Fiduciary Investment Services

Stanford Advisory Board

Two Islands One Club (Antigua) Ltd.

Stanford Caribbean Investment Partners, LP

Stanford Caribbean Advisors

Stanford Group Panama a/k/a Stanford Bank Panama

Stanford St. Croix Marina Operations, LLC

Stanford St. Croix Resort Holdings, LLC

Stanford St. Croix Security, LLC

Stanford Trust Company

Stanford Trust Company Administradora de Fondos y Fideicomisos S.A.

Stanford Trust Company Limited

Torre Oeste Ltd.

Torre Senza Nome Venezuela, C.A.

Trail Partners, LLC

Two Islands One Club (Grenada) Ltd.

Two Islands One Club Holdings Ltd.

Stanford Financial Group Services, LLC

Stanford Group Columbia a/k/a Stanford Bolsa Y Banca

Guardian International Bank Ltd.

Guardian Trust Company

Guardian Development Corporation

Guardian International Investment Services

Casuarina Holdings, Inc.

Stanford Caribbean Investment Fund

Stanford Caribbean Investment Fund I, LP

[i] Locations in brackets are included to differentiate between legal entities with the same name but different locations or other identifying information.

[ii] Locations in parentheses are included in the legal name of an entity or other identifying information.

EXHIBIT D

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

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

SCHEDULING ORDER

This matter is before the Court on the Expedited Request for Entry of Scheduling Order and Motion to Approve Proposed Settlement with Independent,[1] to Approve the Proposed Notice of Settlement with Independent, to Enter the Bar Order, and for Plaintiffs' Attorneys' Fees and Expenses (the "Motion") of Ralph S. Janvey (the "Receiver"), as Receiver for the Receivership Estate in *SEC v. Stanford International Bank, Ltd.*, No. 3:09-CV-0298-N (N.D. Tex.) (the "SEC Action"), and the Official Stanford Investors Committee (the "Committee"), as a party to the SEC Action and as a plaintiff in *Rotstain, et al. v. Trustmark National Bank, et al.*, Civil Action No. 4:22-cv-00800 (S.D. Tex.) (the "*Rotstain* Litigation"). The Receiver and the Committee are referred to herein collectively as the "Movants."

The Motion concerns a proposed settlement (the "Settlement") among and between, on the one hand, the Receiver, the Committee, and the Rotstain Investor Plaintiffs;[2] and, on the other

[1] Terms used in this Scheduling Order that are defined in the settlement agreement that is attached as Exhibit 1 of the Appendix to the Motion (ECF No. ___) (the "Settlement Agreement"), unless expressly otherwise defined herein, have the same meaning as in the Settlement Agreement (which is deemed incorporated herein by reference).

[2] John J. Little signed the Settlement Agreement as chair of the Committee. Mr. Little, the Court-appointed Examiner (the "Examiner"), also signed the Settlement Agreement in his capacity as Examiner solely to evidence his support and approval of the Settlement and to confirm his obligation to post the Notice on his website, but Mr. Little as Examiner is not otherwise individually a party to the Settlement Agreement or any of the above-referenced litigation.

hand, Independent Bank formerly known as Bank of Houston ("Independent"), as defendant in the *Rotstain* Litigation.

In the Motion, the Movants seek the Court's approval of the terms of the Settlement, including entry of a bar order in the SEC Action (the "Bar Order"). After reviewing the terms of the Settlement and considering the arguments presented in the Motion, the Court preliminarily approves the Settlement as adequate, fair, reasonable, and equitable. Accordingly, the Court enters this scheduling order to: (i) provide for notice of the terms of the Settlement, including the proposed Bar Order in the SEC Action; (ii) set the deadline for filing objections to the Settlement, the Bar Order, or Movants' request for approval of Plaintiffs' attorneys' fees; (iii) set the deadline for responding to any objection so filed; and (iv) set the date of the final approval hearing regarding the Settlement, the Bar Order in the SEC Action, and Movants' request for approval of Plaintiffs' attorneys' fees (the "Final Approval Hearing"), as follows:

1. Preliminary Findings on Potential Approval of the Settlement: Based upon the Court's review of the terms of the Settlement Agreement, the arguments presented in the Motion, and the Motion's accompanying appendices and exhibits, the Court preliminarily finds that the Settlement is fair, reasonable, and equitable; has no obvious deficiencies; and is the product of serious, informed, good-faith, and arm's-length negotiations. The Court, however, reserves a final ruling with respect to the terms of the Settlement until after the Final Approval Hearing referenced below in Paragraph 2.

2. Final Approval Hearing: The Final Approval Hearing will be held before the Honorable David C. Godbey of the United States District Court for the Northern District of Texas, United States Courthouse, 1100 Commerce Street, Dallas, Texas 75242, in Courtroom 1505, at __:__ _.m. on _____, which is a date at least ninety (90) calendar days after entry of this

Scheduling Order. The purposes of the Final Approval Hearing will be to: (i) determine whether the terms of the Settlement should be approved by the Court; (ii) determine whether the Bar Order attached as Exhibit B to the Settlement Agreement should be entered by the Court in the SEC Action; (iii) rule upon any objections to the Settlement or the Bar Order; (iv) rule upon Movants' request for approval of Plaintiffs' attorneys' fees; and (v) rule upon such other matters as the Court may deem appropriate.

3. Notice: The Court approves the form of Notice attached as Exhibit A to the Settlement Agreement and finds that the methodology, distribution, and dissemination of Notice described in the Motion: (i) constitute the best practicable notice; (ii) are reasonably calculated, under the circumstances, to apprise all Interested Parties of the Settlement, the releases therein, and the injunctions provided for in the Bar Order; (iii) are reasonably calculated, under the circumstances, to apprise all Interested Parties of the right to object to the Settlement or the Bar Order and to appear at the Final Approval Hearing; (iv) constitute due, adequate, and sufficient notice; (v) meet all requirements of applicable law, including the Federal Rules of Civil Procedure, the United States Constitution (including Due Process), and the Rules of the Court; and (vi) will provide to all Persons a full and fair opportunity to be heard on these matters. The Court further approves the form of the publication Notice attached as Exhibit E to the Settlement Agreement. Therefore:

a. The Receiver is hereby directed, no later than twenty-one (21) calendar days after entry of this Scheduling Order, to cause the Notice in substantially the same form attached as Exhibit A to the Settlement Agreement to be sent via electronic mail, first class mail, or international delivery service to all Interested Parties; to be sent via electronic service to all counsel of record for any Person who is, at the time of Notice, a party in any case included in *In re Stanford*

Entities Securities Litigation, MDL No. 2099 (N.D. Tex.) (the "MDL"), the SEC Action, the *Rotstain* Litigation, or *Smith, et al. v. Independent Bank, et al.*, Civil Action No. 4:20-cv-00675 (S.D. Tex.) (the "*Smith* Litigation"), who are deemed to have consented to electronic service through the CM/ECF System; and to be sent via facsimile transmission and/or first class mail to any other counsel of record for any other Person who is, at the time of service, a party in any case included in the MDL, the SEC Action, the *Rotstain* Litigation, or the *Smith* Litigation.

b. The Receiver is hereby directed, no later than twenty-one (21) calendar days after entry of this Scheduling Order, to cause the notice in substantially the same form attached as Exhibit E to the Settlement Agreement to be published once in the national edition of *The Wall Street Journal* and once in the international edition of *The New York Times*.

c. The Receiver is hereby directed, no later than fourteen (14) calendar days after entry of this Scheduling Order, to cause the Settlement Agreement, the Motion, this Scheduling Order, the Notice, and all exhibits and appendices attached to these documents, to be posted on the Receiver's website (http://stanfordfinancialreceivership.com). The Examiner is hereby directed, no later than fourteen (14) calendar days after entry of this Scheduling Order, to cause the Settlement Agreement, the Motion, this Scheduling Order, the Notice, and all exhibits and appendices attached to these documents, to be posted on the Examiner's website (http://lpf-law.com/examiner-stanford-financial-group).

d. The Receiver is hereby directed promptly to provide the Settlement Agreement, the Motion, this Scheduling Order, the Notice, and all exhibits and appendices attached to these documents, to any Person who requests such documents via email to Lara Richards at lrichards@fishmanhaygood.com, or via telephone by calling (504) 586-5252. The

Receiver may provide such materials in the form and manner that the Receiver deems most appropriate under the circumstances of the request.

e. No less than ten (10) days before the Final Approval Hearing, the Receiver shall cause to be filed with the Clerk of this Court written evidence of compliance with subparts (a) through (d) of this Paragraph, which may be in the form of an affidavit or declaration.

4. Objections and Appearances at the Final Approval Hearing: Any Person who wishes to object to the terms of the Settlement, the Bar Order, or Movants' request for approval of Plaintiffs' attorneys' fees, or who wishes to appear at the Final Approval Hearing, must do so by filing an objection, in writing, with the Court in the SEC Action (3:09-CV-0298-N), by ECF or by mailing the objection to the Clerk of the United States District Court for the Northern District of Texas, 1100 Commerce Street, Dallas, Texas 75242, no later than [insert date of 21st day before Final Approval Hearing]. All objections filed with the Court must:

a. contain the name, address, telephone number, and (if applicable) an email address of the Person filing the objection;

b. contain the name, address, telephone number, and email address of any attorney representing the Person filing the objection;

c. be signed by the Person filing the objection, or his or her attorney;

d. state, in detail, the basis for any objection;

e. attach any document the Court should consider in ruling on the Person's objection, the Settlement, the Bar Order, or Movants' request for approval of Plaintiffs' attorneys' fees; and

f. if the Person filing the objection wishes to appear at the Final Approval Hearing, make a request to do so.

No Person will be permitted to appear at the Final Approval Hearing without filing a written objection and request to appear at the Final Approval Hearing as set forth in subparts (a) through (f) of this Paragraph. Copies of any objections filed must be served by ECF, or by email or first class mail, upon each of the following:

Charles L. Babcock
Jackson Walker, LLP
1401 McKinney Street, Ste. 1900
Houston, Texas 77010
E-mail: cbabcock@jw.com
713-752-4210

and

Edward C. Snyder
One Riverwalk Place
700 N. St. Mary's, Suite 405
San Antonio, TX 78205
Telephone: (210) 630-4200
Fax: (210) 630-4210
E-mail: esnyder@casnlaw.com

and

James R. Swanson
Fishman Haygood, LLP
201 St. Charles Avenue, 46th Floor
New Orleans, LA 70170-4600
Telephone: (504) 586-5252
Fax: (504) 586-5250
E-mail: jswanson@fishmanhaygood.com

and

John J. Little
John J. Little Law, PLLC
8150 N. Central Expressway, 10th Floor
Dallas, Texas 75206
Telephone: (214) 989-4180
Fax: (214) 367-6001
E-mail: john@johnjlittlelaw.com

and

Ralph Janvey
Krage & Janvey, L.L.P.
2100 Ross Ave
Suite 2600
Dallas, Texas 75201
Telephone:
Fax:
E-mail: rjanvey@kjllp.com

and

Kevin Sadler
Baker Botts LLP
1001 Page Mill Road
Building One, Suite 200
Palo Alto, California 94304-1007
Telephone: (650) 739-7518
Fax: (650) 739-7618
E-mail: kevin.sadler@bakerbotts.com

Any Person filing an objection shall be deemed to have submitted to the jurisdiction of this Court for all purposes of that objection, the Settlement, and the Bar Order. Potential objectors who do not present opposition by the time and in the manner set forth above shall be deemed to have waived the right to object (including any right to appeal) and to appear at the Final Approval Hearing and shall be forever barred from raising such objections in this action or any other action or proceeding. Persons do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

5. Responses to Objections: Any Party to the Settlement may respond to an objection filed pursuant to Paragraph 4 by filing a response in the SEC Action no later than [insert date of 7th day before the Final Approval Hearing]. To the extent any Person filing an objection cannot be served by action of the Court's CM/ECF system, a response must be served to the email and/or mailing address provided by that Person.

6. Adjustments Concerning Hearing and Deadlines: The date, time, and place for the Final Approval Hearing, and the deadlines and date requirements in this Scheduling Order, shall be subject to adjournment or change by this Court without further notice other than that which may be posted by means of ECF in the MDL, the SEC Action, *Rotstain* Litigation, and the *Smith* Litigation.

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

8. Entry of Injunction: If the Settlement is approved by the Court, the Court will enter the Bar Order in the SEC Action. If entered, the Bar Order will permanently enjoin, among others, Interested Parties, including Stanford Investors and Claimants, from bringing, encouraging, assisting, continuing, or prosecuting, against Independent or any of the Independent Released Parties, the *Rotstain* Litigation, the *Smith* Litigation, or any other action, lawsuit, cause of action, claim, investigation, demand, complaint, or proceeding of any nature, including, without limitation, contribution or indemnity claims, arising from or relating to a Settled Claim.

9. Use of Order: Under no circumstances shall this Scheduling Order be construed, deemed, or used as an admission, concession, or declaration by or against Independent of any fault, wrongdoing, breach or liability. Nor shall the Order be construed, deemed, or used as an admission, concession, or declaration by or against Plaintiffs that their claims lack merit or that the relief requested is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses or claims he or she may have. Neither this Scheduling Order, nor the proposed Settlement Agreement, or any other settlement document, shall be filed, offered, received in evidence, or otherwise used in these or any other actions or proceedings or in any arbitration, other than to enforce the terms and/or intent of the Settlement and the Settlement Agreement.

10. Entry of This Order: This Scheduling Order shall be entered on the docket in the SEC Action. The Committee shall cause a notice of the Scheduling Order to be entered on the docket of the *Rotstain* Litigation and the *Smith* Litigation.

IT IS SO ORDERED.

Signed on _____, 2023

_____
DAVID C. GODBEY
UNITED STATES DISTRICT JUDGE

EXHIBIT E

Publication Notice

To be published once in the national edition of *The Wall Street Journal* and once in the international edition of *The New York Times*:

> PLEASE TAKE NOTICE that the Court-appointed Receiver for Stanford International Bank, Ltd. ("SIBL") and related entities ("Stanford Entities"), and certain Plaintiffs, have reached an agreement to settle all claims asserted or that could have been asserted against Independent Bank formerly known as Bank of Houston relating to or in any way concerning SIBL (the "Settlement Agreement"). As part of the Settlement Agreement, the Receiver and Plaintiffs have requested an order that permanently enjoins, among others, all Interested Parties, including Stanford Investors (i.e., 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), and all other Persons from bringing any legal proceeding or cause of action arising from or relating to the Stanford Entities against Independent Bank formerly known as Bank of Houston , or the Independent Released Parties.
>
> Complete copies of the Settlement Agreement, proposed Bar Order, and settlement documents are available on the Receiver's website http://www.stanfordfinancialreceivership.com. All capitalized terms not defined in this Notice are defined in the Settlement Agreement.
>
> Interested Parties may file written objections with the United States District Court for the Northern District of Texas on or before [insert date of 21st day before Final Approval Hearing].

EXHIBIT F

EXHIBIT F

1. *Janvey v. Alguire, et al*., No. 3:09-cv-0724 (N.D. Tex.)
2. *Janvey v. Venger et al.,* No. 3:10-cv-00366 (N.D. Tex.)
3. *Janvey v. Rodriguez Posada, et al.,* No. 3:10-cv-00415 (N.D. Tex.)
4. *Janvey v. Gilbe Corp., et al., ,* No. 3:10-cv-00478 (N.D. Tex.)
5. *Janvey v. Buck's Bits Service, Inc., et al.,* No. 10-cv-00528 (N.D. Tex.)
6. *Janvey v. Johnson*, *et al.,* No. 10-cv-00617 (N.D. Tex)
7. *Janvey v. Barr*, *et al.,* No. 10-cv-00725 (N.D. Tex.)
8. *Janvey v. Indigo Trust, et al.,* No. 3:10-cv-00844 (N.D. Tex.)
9. *Janvey v. Dokken, et al.,* No. 3:10-cv-00931 (N.D. Tex.)
10. *Janvey v. Fernandez et al.,* No. 3:10-cv-01002 (N.D. Tex.)
11. *Janvey v. Wieselberg, et al*., No. 3:10-cv-1394 (N.D. Tex.)
12. *Janvey & OSIC v. Giusti*, No. 3:11-cv-292 (N.D. Tex.)
13. *Janvey v. Stanford*, No. 3:11-cv-1199 (N.D. Tex.)

EXHIBIT G

EXHIBIT G

1. *Janvey v. GMAG, L.L.C., et al.*, No. 22-10235 (5th Cir.)

2. *GMAG, L.L.C., et al. v. Janvey*, No. 22-10429 (5th Cir.)

EXHIBIT 2

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

SECURITIES AND EXCHANGE COMMISSION, Plaintiff, v. STANFORD INTERNATIONAL BANK, LTD, *et al.*, Defendants.	Civil Action No. 3:09-cv-00298-N

DECLARATION OF EDWARD C. SNYDER IN SUPPORT OF RECEIVER AND OSIC'S MOTION TO APPROVE PROPOSED SETTLEMENT WITH INDEPENDENT, TO APPROVE THE PROPOSED NOTICE OF SETTLEMENT WITH INDEPENDENT, TO ENTER THE BAR ORDER, AND FOR PLAINTIFFS' ATTORNEYS' FEES AND EXPENSES

Pursuant to 28 U.S.C. § 1746, I, Edward C. Snyder, hereby declare under penalty of perjury that I have personal knowledge of the following facts:

I. OVERVIEW

I am submitting this Declaration in support of the Receiver and the Official Stanford Investors Committee ("OSIC") (collectively, the "Plaintiffs") Expedited Request for Entry of Scheduling Order and Motion to Approve Proposed Settlement with Independent Bank, formerly known as Bank of Houston ("Independent"), to Approve the Proposed Notice of Settlement with Independent, to Enter the Final Judgment and Bar Order, and for Plaintiffs' Attorneys' Fees and

Expenses (the "Motion").[1]

A. Independent Bank f/k/a Bank of Houston

1. The settlement for which approval is sought in the Motion settles all claims against Independent in exchange for payment of **$100 million** by Independent to the Receiver for ultimate distribution to the Stanford investor victims (the "Independent Settlement").

2. My law firm along with co-counsel Fishman Haygood, LLP, (together with my law firm, "Plaintiffs' Counsel") was retained by OSIC to litigate its claims in the case against Independent and settling co-Defendant Trustmark National Bank ("Trustmark") denominated *Rotstain, et al. v. Trustmark National Bank, et al.* (the "*Rotstain Case*"), in 2019. Since that time Plaintiffs' Counsel has been actively and extensively involved in the prosecution of the Plaintiffs' claims in the *Rotstain Case*, including all phases of discovery, motion practice including responses to dispositive motions, and preparation for the February 27, 2023 trial.

B. Curriculum Vitae

3. I was a named shareholder of the law firm Castillo Snyder P.C. from 2006 until the end of 2022, and as of January 1, 2023 I am the sole owner of Edward C. Snyder Attorney at Law PLLC ("ECS PLLC") based in San Antonio, Texas, and have been practicing law for over twenty-eight (28) years. I presently serve as co-counsel for the Plaintiffs in the *Rotstain Case*, and I have actively participated in all material aspects of said case over the last almost four years.

4. I received my law degree from the University of Texas School of Law in 1994 and my law license also in 1994. After law school, I served as Legal Advisor to the former Chairman of the U.S. International Trade Commission in Washington, D.C. Since entering private practice

[1] Capitalized Terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

in 1996, I have been involved principally in commercial litigation and trial work and have handled major cases for both corporate and individual clients, as both plaintiff's and defendant's counsel. I am admitted to practice in the Western, Eastern, Northern and Southern federal districts of the State of Texas as well as the Fifth and Ninth Circuit courts of appeal and the United States Supreme Court.

5. My areas of specialization consist of complex commercial litigation, including everything from contract, corporate and partnership disputes, securities litigation, real estate litigation, oil and gas litigation and other commercial and business cases. My former law partner Jesse Castillo and I have tried dozens of complex commercial matters to verdict and judgment, including commercial cases tried in U.S. courts under foreign laws.

6. One of my specialized practice areas over the last 24 years has been the pursuit of third parties such as banks, accounting firms, law firms and others accused of aiding and abetting complex international (typically offshore) securities fraud schemes. From 1999 through 2006 I served as lead class counsel for Mexican investors who had been defrauded by a Dallas-based Investment Adviser firm named Sharp Capital Inc. ("Sharp") that operated what amounted to an illegal offshore "fund" in the Bahamas but that was run from Dallas. The SEC intervened and filed suit against Sharp and appointed Ralph Janvey as the receiver for Sharp. Sharp lost over $50 million of Mexican investor funds. Through various lawsuits I brought under the Texas Securities Act ("TSA"), we were able to eventually recover millions of dollars for the Sharp investors. See *Melo v. Gardere Wynne*, 2007 WL 92388 (N.D. Tex. 2007). I also represented Ralph Janvey, as receiver for Sharp, in litigation arising from the Sharp case, which was also settled. See *Janvey v. Thompson & Knight*, 2004 WL 51323 (N.D. Tex. 2004).

7. Beginning in late 1999, my prior law firm and I also served as lead and/or co-lead

class counsel for a putative Class of primarily Mexican investors of the InverWorld group of companies, which was an investment group based in San Antonio that operated what amounted to an offshore fund in the Cayman Islands. We filed class action lawsuits against several Defendants, including a French bank, New York law firm Curtis Mallet-Prevost, and accounting firm Deloitte & Touche. See *Nocando Mem Holdings v. Credit Comercial de France*, 2004 WL 2603739 (W.D. Tex. 2004); *Gutierrez v. the Cayman Islands Firm of Deloitte & Touche*, 100 S.W.3d 261 (Tex. App. – San Antonio 2002). Those class cases proceeded in tandem with estate litigation filed by the bankruptcy trustee for InverWorld. All of those class cases were premised on TSA aider and abettor claims and all of them eventually settled for eight figure sums each.

8. In 2003 I was retained by a group of Mexican investors who had been defrauded in yet another $400 million offshore investment fraud committed by a Houston-based investment firm called InterAmericas that, like Stanford, ran an offshore bank (in Curacao, Netherlands Antilles) through which primarily Mexican investors invested. I filed litigation under the TSA aider and abettor provisions against Deloitte & Touche and a few other Defendants, resulting in seven figure settlements. See *Deloitte & Touche Netherlands Antilles and Aruba v. Ulrich,* 172 S.W.3d 255 (Tex. App. – Beaumont 2005).

9. Besides the Stanford cases, I have in recent years been involved in three (3) other SEC Ponzi scheme cases. I served as a Special Litigation Counsel to an SEC Receiver in the Central District of California in a Ponzi scheme case styled *Securities and Exchange Commission v. Westmoore Management LLC et al,* Case No. 08:10-CV-00849-AG-MLG. In that capacity I represented the Receiver with respect to all third-party litigation activities. I also represented several foreign investors in an alleged Ponzi scheme case in McAllen, Texas styled *Securities & Exchange Commission v. USA Now, LLC., USA Now Energy Capital Group, LLC., and Now. Co.*

Loan Services, LLC; In the United States District Court for the Southern District of Texas – McAllen Division; Case No. 7:13-cv-00531. In the last two years I also served as litigation counsel for SEC Receiver Tom Taylor in lawyer malpractice and accounting malpractice cases before Judge Fitzwater in the Northern District of Texas, styled *Thomas L. Taylor v. Rothstein Kass et al.,* Civ. Action No. 3:19-cv-01594-D (N.D. Tex.) and *Taylor v. Scheef & Stone, LLP, et al.*, Civil Action No. 3:19-cv-02602-D (N.D. Tex.), which cases resulted in a combined eight figure recovery for the Receiver.

10. Based on my experience in SEC receivership and offshore fraud cases generally, as well as my experience in the Stanford cases, I am often invited to speak at seminars on securities litigation issues (including liability under the TSA) by the Texas State Bar.

C. Involvement with the Stanford Cases Since 2009

11. I have been heavily involved with the Stanford cases since February 2009. As soon as Stanford collapsed in February 2009, I was retained by hundreds of investors from Mexico. I immediately began investigating claims against various third-party potential defendants connected with the collapse of Stanford.

12. After OSIC was created, I was asked to be a member of OSIC and continue to serve on OSIC today, without compensation. My service on OSIC has consumed thousands of hours of my time almost 13 years including time spent communicating with other OSIC members on weekends and late at night.

13. My investigations and efforts eventually led myself and the other counsel to file multiple class action lawsuits on behalf of Stanford investors, as well as companion litigation on behalf of OSIC and the Receiver, including the following cases: *Troice v. Willis of Colorado et al*, Case No. 3:09-cv-01274; *Janvey v. Willis of Colorado, Inc.*, Case No. 3:13-cv-03980; *Troice v.*

*Proskauer Rose et a*l., Case No. 3:09-cv-01600; *Janvey v. Proskauer Rose, LLP*, Case No. 3:13-cv-477; *Janvey v. Greenberg Traurig, LLP*, Civil Action No. 3:12-cv-04641-N, in the Northern District of Texas – Dallas Division; *Philip Wilkinson, et al v. BDO USA, LLP, et al,* Case No. 3:11-cv-1115; *The Official Stanford Investors Committee v. BDO USA, LLP, et al,* Case No. 3:12-cv-01447; *Wilkinson, et al. v. Breazeale, Sachse, & Wilson, LLP*, Case No. 3:11-cv-00329; and *Janvey v. Adams & Reese, LLP, et al*., Case No. 3:12-cv-00495 (the "Stanford Cases"). All of the Stanford Cases were resolved favorably after over a decade of hard-fought litigation, resulting in the recovery of roughly $400 million.

14. I have served as either lead counsel or co-lead counsel with other counsel in the Stanford Cases and I have been actively involved in every facet of the cases, including the investigation of the facts and legal theories that form the bases for the suits, responding to motions to dismiss and litigating class certification. I served as co-lead counsel in the successful appeals of the dismissal of the related *Troice* class action cases under SLUSA to the Fifth Circuit and the U.S. Supreme Court.

II. THE CLAIMS AGAINST INDEPENDENT AND SETTLEMENT

A. The Claims Against Independent and Procedural History of the Litigation

In my view, my involvement in all of the related Stanford Cases has proven invaluable to the successful resolution of the claims against Independent. Given the inherent overlap of factual and legal issues in third party litigation arising from the Stanford fraud, much of the work performed by myself and my associated counsel (including the Fishman Haygood firm) in related Stanford litigation since 2009 laid the groundwork for the successful resolution of the claims against Independent here. Plaintiffs' Counsel has zealously prosecuted and pursued claims against Independent in the *Rotstain Case*, both on behalf of the putative investor class and on behalf of

OSIC, all the way until the settlement was reached with Independent on February 24, 2023 -- just days before jury selection was to begin. The claims filed against Independent have included the following:

Category	Claim
OSIC Claims	Aiding and Abetting Violations of the TSA
	Participation in Breach of Fiduciary Duty
Investor Class Claims	Aiding and Abetting Violations of the TSA
	Aiding and Abetting / Participating in Breach of Fiduciary Duty
	Aiding and Abetting / Participating in a Fraudulent Scheme
	Aiding and Abetting / Participating in Conversion
	Civil Conspiracy

1. Putative Investor Class Case

15. The investor class case was originally filed in Harris County District Court as a putative class action on August 23, 2009, against Independent and co-Defendants Trustmark, Toronto-Dominion Bank, HSBC, PLC, and Société Générale Private Banking (Suisse), S.A. and Blaise Friedli [ECF No 1]. The matter was removed to the USDC for the Southern District of Texas and subsequently transferred to this Court [ECF No 6]. In 2011, OSIC sought the right to intervene in the case [ECF No 96], which was granted in 2012, whereupon OSIC filed its intervenor complaints [ECF Nos 129, 130, 133]. On March 2, 2015, this Court issued a scheduling order [ECF No. 228]. Pursuant to that order, my co-counsel Fishman Haygood researched, drafted, and filed a highly detailed Second Amended Class Action Complaint that required many hundreds of hours of research and document review [ECF No 279]. The parties then engaged in substantial class action discovery and took numerous expert and fact witness depositions, and the parties then submitted their highly voluminous class certification pleadings – running to thousands of pages of pleadings and exhibits – to the court on October 26, 2015 [ECF Nos 338-342]. On July 27, 2016, this Court denied the defendants' motions to dismiss the Second Amended Class Action Complaint

[ECF No 387]. On November 7, 2017, this Court denied the putative class's motion for class certification and lifted the discovery stay it had previously imposed in this case [ECF No 428].

The Investor Plaintiffs/OSIC Case Proceeds

16. After class certification was denied, the six individual Investor Plaintiffs and OSIC continued to pursue the case. On July 27, 2018, the parties filed an agreed order regarding document production protocols and the court entered an amended confidentiality order [ECF Nos. 482, 483]. In September 2019, OSIC filed a motion to amend its intervenor complaint, which the Court granted [ECF Nos 557, 733]. On or around October 1, 2019, OSIC and Plaintiffs' Counsel agreed that Plaintiffs' Counsel (Fishman Haygood and my former firm Castillo Snyder PC) ("Plaintiffs' Counsel") would direct the prosecution of OSIC's claims in the case against Independent and Trustmark. Plaintiffs' Counsel split their time between pursuit of these two sets of claims in this case. Fact discovery continued during this period and between October 2019 and January 2021. Plaintiffs' Counsel took or defended over two dozen fact and expert witness depositions related to the claims against Independent and Trustmark. Plaintiffs' Counsel also filed numerous pleadings pursuant to the fact and expert witness discovery, including motions to quash and for protective order [ECF No 626], to compel production of documents [ECF Nos 678, 789, 862] to amend the scheduling order [ECF No 730], and for sanctions [ECF No 815], as well as supplying expert disclosures [see ECF No. 732], filing *Daubert* motions [ECF Nos 916, 939] and motions in limine [ECF Nos 1349 – 1354]. Plaintiffs' Counsel also responded to the lengthy summary judgment and *Daubert* motions that Independent filed separately and jointly with its co-defendants, as well as the motions in limine that Independent filed separately and jointly with its co-defendants. [ECF Nos 859, 864, 865, 871, 872, 977-979, 985, 995, 1032-1037, 1039, 1050, 1380, 1382].

17. On January 20, 2022, this Court issued an order granting in part and denying in part defendants' summary judgment motions [ECF No 1152]. On January 28, 2022, the JPML issued a conditional remand order returning this case to its transferor court, the USDC for the Southern District of Texas [ECF No 1152; see *Rotstain, et al. v. Trustmark National Bank, et al.*, Case No. 4:22-cv-00800 (S.D. Tex.)]. Following remand, the Bank defendants re-urged their prior motions to dismiss [ECF Nos 1168, 1173, 1175], to which Plaintiffs' Counsel responded [ECF Nos 1231, 1233]. The court denied these motions [ECF No 1327, 1328] and denied Independent's *Daubert* challenge to OSIC's expert witness while granting OSIC's *Daubert* challenge to two of Independent's expert witnesses [ECF Nos 1305, 1306, 1309, 1313, 1314, 1316].]. The court also granted the majority of the relief plaintiffs sought in the motions in limine and denied the majority of the relief defendants sought in their motions in limine. [ECF Nos 1410-1420]. Despite an unsuccessful appeal to the Fifth Circuit by co-Defendant Toronto Dominion, the February 27, 2023 trial date was maintained by the trial court (Hon. Judge Hoyt presiding), and Independent agreed to settle its liability in the case on February 24, 2023, the Friday before jury selection.

B. Settlement Negotiations

18. Settlement negotiations occurred in late 2022 and January 2023, but no agreement was reached. As the parties continued to prepare for trial, the parties continued to negotiate, leading to a settlement agreement being reached on February 24, 2023 – just three (3) days before trial was set to commence. In these negotiations, potential victims of the Stanford Ponzi scheme were well-represented. 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 (the 'Stanford Investors')" (ECF No. 1149)—the Receiver, and the Examiner—who the Court appointed to advocate on behalf

of "investors in any financial products, accounts, vehicles or ventures sponsored, promoted or sold by any Defendant in this action" (ECF No. 322)—all participated in these extensive, arm's-length negotiations. The parties executed the Independent Settlement Agreement on March 7, 2023.

C. Plaintiffs' Counsel Have Sufficient Basis to Evaluate and Recommend this Settlement

19. Plaintiffs' Counsel have spent substantial time and energy since 2009 investigating Stanford's business operations and relationships with third parties, including Independent, which involved the review of hundreds of thousands if not millions of pages of documents (including hundreds of hours spent at the Receiver's document warehouse in Houston), interviews of dozens of witnesses across the globe, coordination of efforts with the Receiver and Examiner, and researching case law to establish viable theories of liability and damages and then defending those theories through dispositive motion practice before this Court. All that work paved the way for the proposed settlement with Independent, which could not have been achieved without the substantial amount of time and effort expended by Plaintiffs' Counsel and their tireless efforts in the Stanford Cases overall.

20. Plaintiffs' Counsel collectively have spent almost 8 years and thousands of hours zealously pursuing claims against Independent on behalf of the Stanford Receivership Estate and the Stanford investors prior to reaching the settlement in late February 2023. As part of the investigation of claims against Independent, Plaintiffs' Counsel reviewed voluminous documents, including thousands upon thousands of pages of bank statements, wire records, account monitoring data, internal and external correspondence, internal reviews and policies, and account opening records detailing Independent's – and related banks Trustmark and Republic National Bank's – relationship with and services provided to Stanford over nearly a decade. The documents reviewed included documents from the Receivership, documents obtained from Independent and other

banks, and documents from third parties. Plaintiffs' Counsel researched relevant case law to develop claims against Independent, including claims under the TSA and other common law claims belonging to the Stanford investors and OSIC, to determine how the facts surrounding Independent's conduct supported such claims. The investigation of claims further required formulation of viable damage models and causation theories for both the Receivership Estate claims and the investor claims, and Plaintiffs' Counsel spent considerable time researching and working up damage models for this case.

21. Plaintiffs' Counsel could not have successfully prosecuted and resolved the claims asserted against Independent without having spent thousands of additional hours investigating and understanding the background and history of the complex web of Stanford companies, the operations, financial transactions, interrelationship, and dealings between and among the various Stanford entities, and the facts relating to the Ponzi scheme and how it was perpetrated through the various Stanford entities. Without a comprehensive investigation and understanding of this background, it would not have been possible to formulate viable claims against Independent and prosecute them successfully to conclusion.

22. Finally, Plaintiffs' Counsel have diligently and aggressively litigated the claims against Independent for the last decade by investigating the claims and amending the complaint as additional details merited further refinement of the claims. Plaintiffs' Counsel engaged in extensive class certification discovery and voluminous briefing of class certification issues that included numerous complex and novel issues regarding foreign law. Plaintiffs' Counsel further engaged in extensive fact and expert discovery, as well as briefed and largely prevailed on Independent's and its co-defendants' Motions to Dismiss, Motions for Summary Judgment, and *Daubert* Motions. Finally, Plaintiffs' Counsel prepared the case against Independent for trial and

only reached a settlement with Independent 3 days before trial was set to begin. Plaintiffs' Counsel are therefore uniquely and highly qualified to evaluate the merits of the claims against Independent and the value of this settlement and have acquired deep knowledge and expertise regarding Independent's involvement with Stanford sufficient to provide a sound basis for their recommendation of approval of the instant settlement.

D. The Independent Settlement is Fair and Reasonable and Should be Approved

23. It is my opinion based upon years of experience prosecuting and settling complex litigation matters, including securities litigation matters, that the Independent Settlement is fair and reasonable and in the best interests of the Stanford Receivership Estate and the Stanford investors and should be approved by the Court.

24. More importantly, I believe that the Independent Settlement represents the best result that could be achieved given all the circumstances. Indeed, and as evidenced by the district court's denial of class certification after intense effort and the Bank Defendants' wave after wave of dismissal and summary judgment motions, this was by no means an "easy" case. Consequently, the result obtained should be considered highly favorable. Considering all the factors outlined in the Motion, the Independent Settlement represents an extremely good result for the Stanford receivership estate and its investors. Therefore, I believe the Independent Settlement is in the best interests of the Stanford receivership estate and its investors and should be approved.

III. ATTORNEYS' FEES

A. The Contingency Fee Agreement

25. Plaintiffs' Counsel have been handling OSIC's claims against Independent pursuant to a twenty-five percent (25%) contingency fee agreement with OSIC.

26. As stated in the Motion, the Movants seek Court approval to pay Plaintiffs' Counsel

a fee equal to an aggregate of twenty-five percent (25%) of the Net Recovery (*i.e.*, the settlement amount less allowable expense disbursements) in the Independent Settlement. This is the fee agreed to be paid to Plaintiffs' Counsel by the Receiver and OSIC, as acknowledged by the Receiver and Examiner, and this is the amount of the fee for which approval is sought in the Motion.

B. The 25% Contingency Fee is Fair and Reasonable

27. It is my opinion that the fee requested in the Motion is reasonable in comparison to the total net amount to be recovered for the benefit of the Stanford investors. The twenty-five percent (25%) contingency fee was heavily negotiated between OSIC and Plaintiffs' Counsel and is substantially below the typical market rate contingency fee percentage of 33% to 40% that most law firms typically require to handle cases of this complexity and magnitude. The claims against Independent and the other third-party lawsuits are extraordinarily large and complex, involving voluminous records and electronic data and requiring many years of investigation, discovery, and dispositive motions to get to trial.

28. Moreover, as described above, the litigation against Independent has been hard fought and has gone on for over 10 years. As a result, Plaintiffs' Counsel have collectively invested thousands of hours of time; indeed, myself and my former firm had invested over 2,000 hours of time worth more than $1.3 million over the last 3½ years (up to December 22, 2022) working on the *Rotstain* case without compensation. In addition, since December 27, 2022 and up until the Independent Settlement was reached on February 24, 2023, I spent over 550 hours in trial preparation, worth over $386,000 at my hourly rate of $700 an hour for large, complex cases of this nature, while Jesse Castillo spent roughly 240 hours in trial preparation, worth $170,000 at his hourly rate of $700 an hour. Thus, the total value of our collective time spent in prosecuting the

claims against Independent and Trustmark is close to **$1.9 million** as of the end of February 2023. Plaintiffs' Counsel has, for many years now, borne significant risk of loss throughout this process after years of work for no compensation. A twenty-five percent (25%) contingency fee is reasonable given the time and effort that was expended, the complexity of the matter and the risks involved.

C. Time and Effort of Plaintiffs' Counsel

29. Since February 2009, myself and my law firm have dedicated thousands of hours of time to the prosecution of Stanford litigation on a contingent fee basis. This includes time spent investigating and understanding the background and history of the complex web of Stanford companies, the operations, financial transactions, interrelationship, and dealings between and among the various Stanford entities and the defendants we have sued, the facts relating to the Ponzi scheme and how it was perpetrated through the various Stanford entities, and the involvement of the third-party defendants in the foregoing cases with Stanford. Without a comprehensive investigation and understanding of this background, it would not have been possible to formulate viable claims against the third-party defendants and prosecute them successfully.

30. Even a cursory review of the Court's docket, which runs to over 1,400 entries, reveals the immense amount of work that Plaintiffs' Counsel have invested in the prosecution of the *Rotstain Case*. However, the docket and pleadings only reveal the work that is filed with the Court. As discussed further herein, and as the Court is aware, the prosecution of lawsuits of this magnitude and complexity has required a tremendous amount of time and effort to investigate the facts, research the relevant legal issues, coordinate, and strategize with counsel and clients regarding the handling of the cases, conduct discovery, prepare the briefs and motions, attempt to negotiate settlements, and prepare cases for summary judgment and trial. Plaintiffs' Counsel have

collectively spent thousands of hours in the last 8 years in their investigation and prosecution of Stanford-related claims in the *Rotstain Case*, split roughly evenly between OSIC's claims against Trustmark and Independent.

31. Over the last almost 14 years, myself and other attorneys from my law firm have spent thousands of hours in uncompensated time worth millions of dollars investigating and prosecuting Stanford Cases. Myself and my team have worked through many late nights, weekends, and holidays on Stanford cases or Stanford-related matters without compensation.

32. Given the length of time involved working on the Independent litigation since October 2019 (when OSIC assigned primary responsibility for the cases against Trustmark and Independent to my firm and my co-counsel at the Fishman Haygood firm) through February 24, 2023, my current and prior firms - along with Jesse Castillo's new firm - have invested over **2,790 hours** of time worth over $1.9 million at our applicable hourly rates for complex cases of this nature consisting exclusively of time that was dedicated directly to OSIC's claims against Independent and Trustmark.

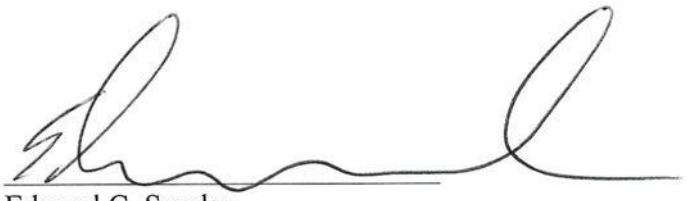
33. I anticipate investing additional time dedicated to the finalization of the instant settlement, including finalizing the motion for approval documents, monitoring, and responding to any objections where applicable, and attending the approval hearing. Therefore, I believe that my and Jesse Castillo's total time dedicated to OSIC's claims against Independent and Trustmark may eventually approximate 3,000 hours valued at over **$2 million**.

34. The proposed settlement is the result of many years of effort and thousands of hours of work by the Receiver, OSIC, Investor Plaintiffs and Plaintiffs' Counsel as described herein. But for the efforts of these parties, and the efforts of myself and my law firm described herein, there would be no Independent Settlement, which will net the Receivership estate and the Stanford

investors many tens of millions of dollars they would not have otherwise had.

35. In light of the tremendous time and effort myself and my law firm and the other Plaintiffs' Counsel have put into the overall effort to recover monies for the Stanford Receivership Estate and the investors, all of which was necessary to the successful prosecution and resolution of the Independent matter, it is my opinion that the twenty-five percent (25%) fee to be paid to counsel for OSIC for the settlement of the Independent matter is reasonable and well merited. Myself and my team, and the other Plaintiffs' Counsel, have worked tirelessly to attempt to recover money for the benefit of Stanford's investors.

Dated: March 7, 2023



Edward C. Snyder

EXHIBIT 3

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

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

DECLARATION OF JAMES R. SWANSON
IN SUPPORT OF RECEIVER AND OSIC'S MOTION TO APPROVE PROPOSED SETTLEMENT WITH INDEPENDENT, TO APPROVE THE PROPOSED NOTICE OF SETTLEMENT WITH INDEPENDENT, TO ENTER THE BAR ORDER, AND FOR PLAINTIFFS' ATTORNEYS' FEES AND EXPENSES

Pursuant to 28 U.S.C. § 1746, I, James R. Swanson, hereby declare under penalty of perjury that I have personal knowledge of the following facts:

I. OVERVIEW

I am submitting this Declaration in support of the Receiver and the Official Stanford Investors Committee ("OSIC") (collectively, the "Plaintiffs") Expedited Request for Entry of Scheduling Order and Motion to Approve Proposed Settlement with Independent Bank, a Texas banking association, formerly known as Bank of Houston, ("Independent"), to Approve the Proposed Notice of Settlement with Independent, to Enter the Final Judgment and Bar Order, and for Plaintiffs' Attorneys' Fees and Expenses (the "Motion").[1]

A. Independent

1. The settlement for which approval is sought in the Motion settles all claims against Independent in exchange for payment of USD **$100,000,000.00 (One Hundred Million U.S.**

[1] Capitalized Terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

Dollars) by Independent to the Receiver for ultimate distribution to the Stanford investor victims.

2. My law firm has been litigating claims against Independent and 4 other banks on behalf of a putative class of Stanford investors and later 6 individual Investor Plaintiffs since 2012, and along with co-counsel Castillo Snyder P.C. ("Castillo Snyder") (together with my firm Fishman Haygood, LLP, "Plaintiffs' Counsel"), on behalf of OSIC against Independent and Trustmark National Bank ("Trustmark") since 2019.

B. Curriculum Vitae

3. I am a senior partner of the law firm Fishman Haygood, LLP, based in New Orleans, Louisiana, and have been practicing law for thirty-five (35) years. I presently serve as co-lead counsel for OSIC and the individual Stanford Investor Plaintiffs (former putative class representatives) with respect to claims against Independent. I have actively participated in all material aspects regarding the Independent matter.

4. I received my law degree from Tulane University School of Law in 1987 and my law license also in 1987. Since entering private practice in 1987, I have been involved principally in commercial litigation and trial work and have handled major cases for both corporate and individual clients, as both plaintiff's and defendant's counsel. I am admitted to practice in the Western, Eastern, and Middle federal districts of the State of Louisiana as well as the Second, Fourth, Fifth, Sixth, and Ninth Circuit courts of appeal and the United States Supreme Court.

5. Fishman Haygood is a mid-size boutique firm providing both commercial litigation and transactional services, based in New Orleans and with offices in Baton Rouge. Fishman Haygood's litigation section, of which I am the senior partner, handles a variety of complex commercial litigation matters, including securities litigation, consumer class action litigation, bankruptcy litigation, environmental litigation, international arbitration, construction litigation,

employment litigation, tax litigation, and other commercial and business cases. We have tried numerous complex commercial matters to verdict and judgment, in both state and federal courts across the U.S. and before arbitral tribunals both in the U.S. and abroad.

6. I have been involved on the plaintiffs' and defense side in numerous lawsuits and arbitrations involving allegations of financial fraud and securities fraud. Among other matters I have tried as lead counsel are: a securities fraud case arising out of issuance of auction rate securities on behalf of the Baylor College of Medicine; a securities fraud case involving pension obligation bonds on behalf of the City of New Orleans; a corporate income tax case for the State of Louisiana, which resulted in a $26 million verdict; a business tort case on behalf of Rouse's Enterprises, Louisiana's largest grocer; and a mass action securities arbitration lasting over 90 days, resulting in a $23 million judgment.

7. I successfully pursued a series of cases involving Auction Rate Securities, representing states, notably New Jersey and Louisiana, cities and counties, including Houston and Dallas, and various other institutions that generated over $100 million in recoveries for my clients. I have also represented various pension funds, such as the Louisiana Municipal Employees and the Louisiana Firefighters in actions involving securities fraud. I have been hired also to defend such cases for clients like U.S. Unwired and Amedysis.

8. I am designated as a "Band One" lawyer in Louisiana in the field of securities litigation and I have been a frequent speaker at continuing legal education seminars on the topic of securities litigation. I have also been recognized as one of Louisiana's most accomplished commercial lawyers by Chambers, Benchmark Litigation and Best Lawyers. I have taught courses at Tulane University Law School and Loyola University (New Orleans) Law School. I have served on the board for various important Louisiana non-profits and currently serve as the Chairman of

the Investment Committee for Xavier University of Louisiana.

C. Involvement with the Stanford Cases Since 2009

9. I and my law firm have been heavily involved with the Stanford cases since February 2009.

10. As soon as Stanford collapsed in February 2009, I was retained by dozens of investors from Louisiana. I immediately began investigating claims against various potential third-party defendants connected with the collapse of Stanford and brought such cases in Louisiana state court, and later pursued those cases in private arbitration.

11. As a result of my efforts on behalf of individual plaintiffs, I was hired in June 2014 to take the role of lead counsel for the putative class of plaintiffs in the *Rotstain* case against Independent and the other defendant banks. After the class certification motion was denied, OSIC asked me to apply my knowledge and efforts to further pursue the claims against the defendants on OSIC's behalf.

12. I am co-lead counsel with Castillo Snyder in this matter, with particular emphasis on the domestic bank defendants, Independent and Trustmark. I have been actively involved in every facet of the case, including the investigation of the facts and legal theories that form the bases for the suits, responding to motions to dismiss, litigating class certification, responding to motions for summary judgment, *Daubert* motions, motions in limine, and preparing for trial.

13. I believe that my law firm's involvement in prior Stanford Cases and the putative class representation in this matter have greatly contributed to the successful resolution of the claims against Independent.

II. THE CLAIMS AGAINST INDEPENDENT AND SETTLEMENT

A. The Claims Against Independent and Procedural History of the Litigation

14. Plaintiffs' Counsel have zealously prosecuted and pursued claims against

Independent in both in the Putative Investor Class Litigation and in the OSIC Litigation. The claims filed against Independent included the following:

Category	Claim
OSIC Claims	Aiding and Abetting Violations of the TSA
	Aiding and Abetting / Participation in Breach of Fiduciary Duty
Investor Class Claims	Aiding and Abetting Violations of the TSA
	Aiding and Abetting / Participating in Breach of Fiduciary Duty
	Aiding and Abetting / Participating in a Fraudulent Scheme
	Aiding and Abetting / Participating in Conversion
	Civil Conspiracy

Putative Investor Class Case

15. The investor class case was originally filed in Harris County District Court as a putative class action on August 23, 2009, against Independent and co-Defendants Trustmark, Toronto-Dominion Bank, HSBC, PLC, and Société Générale Private Banking (Suisse), S.A. and Blaise Friedli. [ECF No 1] The matter was removed to the USDC for the Southern District of Texas and subsequently transferred to this Court. [ECF No 6] In 2011, OSIC sought the right to intervene in the case [ECF No 96], which was granted in 2012, whereupon OSIC filed its intervenor complaints. [ECF Nos 129, 130, 133] On March 2, 2015, this Court issued a scheduling order [ECF No. 228]. Pursuant to that order, Fishman Haygood researched, drafted, and filed a highly detailed Second Amended Class Action Complaint that required many hundreds of hours of research and document review. [ECF No 279] The parties then engaged in substantial class action discovery and took numerous expert and fact witness depositions, and the parties then submitted their highly voluminous class certification pleadings – running to thousands of pages of pleadings and exhibits – to the Court on October 26, 2015. [ECF Nos 338-342] On July 27, 2016, this Court denied the defendants' motions to dismiss the Second Amended Class Action Complaint. [ECF No 387] On November 7, 2017, this Court denied the putative class's motion for

class certification and lifted the discovery stay it had previously imposed. [ECF No 428]

The Investor Plaintiffs/OSIC Case Proceeds

16. After class certification was denied, the six individual Investor Plaintiffs and OSIC continued to pursue the case. On July 27, 2018, the parties filed an agreed order regarding document production protocols and the court entered an amended confidentiality order. [ECF Nos. 482, 483] In September 2019, OSIC filed a motion to amend its intervenor complaint, which the Court granted. [ECF Nos 557, 733] On or around October 1, 2019, OSIC and Fishman Haygood and Castillo Snyder agreed that Fishman Haygood and Castillo Snyder would direct the prosecution of OSIC's claims in the case against Independent and Trustmark. Plaintiffs' Counsel split their time between pursuit of these two sets of claims in this case. Fact discovery continued during this period through January 2021. Fishman Haygood and Castillo Snyder took or defended over two dozen fact and expert witness depositions related to the claims against Independent. Fishman Haygood also filed numerous pleadings pursuant to the fact and expert witness discovery, including motions to quash and for protective order [ECF No 626], to amend the scheduling order [ECF No 730], as well as supplying expert disclosures [see ECF No. 732], filing *Daubert* motions [ECF Nos 916, 939] and motions in limine [ECF Nos 1349 – 1354]. Fishman Haygood also responded to the lengthy summary judgment and *Daubert* motions that Independent filed separately and jointly with its co-defendants, as well as the motions in limine that Independent filed separately and jointly with its co-defendants. [ECF Nos 859, 864, 865, 871, 872, 977-979, 985, 995, 1032-1037, 1039, 1050, 1380, 1382].

17. On January 20, 2022, this Court issued an order granting in part and denying in part defendants' summary judgment motions. [ECF No 1152] On January 28, 2022, the JPML issued a conditional remand order returning this case to its transferor court, the USDC for the Southern

District of Texas. [ECF No 1152; see *Rotstain, et al. v. Trustmark National Bank, et al.*, Case No. 4:22-cv-00800 (S.D. Tex.)] Following remand, Independent along with its co-defendants re-urged their prior motions to dismiss [ECF Nos 1168, 1173, 1175], to which Plaintiffs responded. [ECF Nos 1231, 1233]. The Transferor Court denied these motions [ECF No 1327, 1328] and denied Independent's *Daubert* challenges to OSIC's expert witness while granting OSIC's *Daubert* challenges to two of Independent's expert witnesses. [ECF Nos 1305, 1306, 1309, 1313, 1314, 1316]. The Transferor Court also granted the majority of the relief plaintiffs sought in the motions in limine and denied the majority of the relief defendants sought in their motions in limine. [ECF Nos 1410-1420]. Independent (and the other Defendants) filed a petition for writ of mandamus with the U.S. Fifth Circuit Court of Appeals on January 31, 2023, in which they sought an order directing the Transferor Court to grant the Defendants' motion for leave to designate responsible third parties. OSIC responded to that petition for writ of mandamus (and another petition for writ of mandamus filed by Toronto-Dominion Bank) on February 6, 2023. On February 14, 2023 – less than two weeks before trial was to begin – the Fifth Circuit denied both petitions.

B. Settlement Negotiations

18. Settlement negotiations occurred in late 2022 and January 2023, but no agreement was reached. In these negotiations, potential victims of the Stanford Ponzi scheme were well-represented. 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 (the 'Stanford Investors')" (ECF No. 1149)—the Receiver, and the Examiner—whom the Court appointed to advocate on behalf of "investors in any financial products, accounts, vehicles or ventures sponsored, promoted or sold by any Defendant in this action" (ECF No. 322)—all participated in these extensive, arm's-length

negotiations. After further negotiations and discussions, on February 24, 2023, three days before jury selection was scheduled to occur, the Parties reached an agreement in principle resulting in the Settlement. For a short time thereafter, the Parties continued negotiating to document the exact terms of the written Settlement Agreement. The parties executed the Independent Settlement Agreement on March 7, 2023.

C. Plaintiffs' Counsel Have Sufficient Basis to Evaluate and Recommend this Settlement

19. Plaintiffs' Counsel have spent substantial time and energy since 2009 investigating Stanford's business operations and relationships with third parties, including Independent, which involved the review of hundreds of thousands if not millions of pages of documents (including hundreds of hours at the Receiver's document warehouse in Houston), interviews of dozens of witnesses across the globe, coordination of efforts with the Receiver and Examiner, and researching case law to establish viable theories of liability and damages and then defending those theories through dispositive motion practice before this Court. All that work paved the way for the proposed settlement with Independent, which could not have been achieved without the substantial amount of time and effort expended by Plaintiffs' Counsel and their tireless efforts in the Stanford Cases overall.

20. Plaintiffs' Counsel collectively have spent nearly a decade and thousands of hours zealously pursuing claims against Independent on behalf of the Stanford Receivership Estate and the Stanford investors prior to executing the settlement in March 2023. As part of the investigation of claims against Independent, we reviewed voluminous documents, including thousands upon thousands of pages of bank statements, wire records, account monitoring data, internal and external correspondence, internal reviews and policies, and account opening records detailing Independent's relationship with and services provided to Stanford. The documents reviewed

included documents from the Receivership, documents obtained from Independent and other banks, and documents from third parties. We researched relevant case law to develop claims against Independent, including claims under the TSA and other common law claims belonging to the Stanford investors, as well as claims that could be asserted by OSIC, to determine how the facts surrounding Independent's conduct supported such claims. The investigation of claims further required formulation of viable damage models and causation theories for both the Receivership Estate claims and the investor claims, and Plaintiffs' Counsel spent considerable time researching and working up damage models for this case.

21. Plaintiffs' Counsel could not have successfully prosecuted and resolved the claims asserted against Independent without having spent thousands of additional hours investigating and understanding the background and history of the complex web of Stanford companies, the operations, financial transactions, interrelationship, and dealings between and among the various Stanford entities, and the facts relating to the Ponzi scheme and how it was perpetrated through the various Stanford entities. Without a comprehensive investigation and understanding of this background, it would not have been possible to formulate viable claims against Independent and prosecute them successfully to conclusion.

22. Finally, Plaintiffs' Counsel have diligently and aggressively litigated the claims for the last decade by investigating the claims and amending the complaint as additional details merited further refinement of the claims. Plaintiffs' Counsel engaged in extensive class certification discovery and voluminous briefing of class certification issues that included numerous complex and novel issues regarding foreign law. Plaintiffs' Counsel further engaged in extensive fact and expert discovery, as well as briefed and largely prevailed on Independent's and its co-defendants' Motions to Dismiss, Motions for Summary Judgment, *Daubert* Motions, and Motions

In Limine. Plaintiffs' Counsel are uniquely qualified to evaluate the merits of the claims against Independent and the value of this settlement and have acquired knowledge and expertise regarding Independent's involvement with Stanford sufficient to provide a sound basis for their recommendation of approval of the instant settlement.

D. The Settlement is Fair and Reasonable and Should be Approved

23. It is my opinion based upon years of experience prosecuting and settling complex litigation matters, including securities litigation matters, that the Independent Settlement is fair and reasonable and in the best interests of the Stanford Receivership Estate and the Stanford investors and should be approved by the Court.

24. More importantly, I believe that the Independent Settlement represents the best result that could be achieved given all the circumstances. Indeed, and as evidenced by the district court's denial of class certification after intense effort and the defendants' wave after wave of dismissal and summary judgment motions, and two subsequent mandamus petitions to the U.S> Fifth Circuit Court of Appeals, this was by no means an "easy" case. Consequently, the result obtained should be considered highly favorable. Considering all the factors outlined in the Motion, the Independent Settlement represents an extremely good result for the Stanford receivership estate and its investors. Therefore, I believe the Independent Settlement is in the best interests of the Stanford receivership estate and its investors and should be approved.

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A. The Contingency Fee Agreement

25. Plaintiffs' Counsel have been jointly handling OSIC's claims against Independent pursuant to a twenty-five percent (25%) contingency fee agreement with OSIC.

26. As stated in the Motion, the Movants seek Court approval to pay Plaintiffs' Counsel

a fee equal to an aggregate of twenty-five percent (25%) of the Net Recovery (*i.e.*, the settlement amount less allowable expense disbursements) in the Independent Settlement. This is the fee agreed to be paid to Plaintiffs' Counsel by the Receiver and OSIC, as acknowledged by the Receiver and Examiner, and this is the fee for which approval is sought in the Motion.

B. The 25% Contingency Fee is Fair and Reasonable

27. It is my opinion that the fee requested in the Motion is reasonable in comparison to the total net amount to be recovered for the benefit of the Stanford investors. The twenty-five percent (25%) contingency fee was heavily negotiated between OSIC and Plaintiffs' Counsel and is substantially below the typical market rate contingency fee percentage of 33% to 40% that most law firms typically require to handle cases of this complexity and magnitude. The claims against Independent and the other third-party lawsuits are extraordinarily large and complex, involving voluminous records and electronic data and requiring many years of investigation, discovery, and dispositive motions to get to trial.

28. Moreover, as described above, the litigation against Independent has been hard fought and has gone on for over 10 years. As a result, Plaintiffs' Counsel have collectively invested thousands of hours of time; indeed, Fishman Haygood has invested time worth over $11 million over the last decade working on this matter. Fishman Haygood began its efforts pursuing this matter as a putative class action on behalf of all investors against Independent, Trustmark, Toronto-Dominion, HSBC, and Societe Generale. More than 50% of Fishman Haygood's time at the class certification stage was devoted to investigating and pursuing the claims against Independent and Trustmark, without compensation. Subsequent to the denial of class certification, 100% of Fishman Haygood's time has been devoted to investigation and pursuit of the claims asserted against Independent and Trustmark, without compensation. Plaintiffs' Counsel has, for

many years now, borne significant risk of loss throughout this process after years of work for no compensation. A sampling of the detailed work that Plaintiffs' Counsel performed is listed in the Motion to Approve the Independent Settlement at Section IV.C.1. A twenty-five percent (25%) contingency fee is reasonable given the time and effort that was expended, the complexity of the matter and the risks involved.

C. Time and Effort of Plaintiffs' Counsel

29. Since February 2009, myself and my law firm have dedicated thousands of hours of time to the prosecution of Stanford litigation on a contingent fee basis. This includes time spent investigating and understanding the background and history of the complex web of Stanford companies, the operations, financial transactions, interrelationship, and dealings between and among the various Stanford entities and the defendants we have sued, the facts relating to the Ponzi scheme and how it was perpetrated through the various Stanford entities, and the involvement of the third-party defendants in the foregoing cases with Stanford. Without a comprehensive investigation and understanding of this background, it would not have been possible to formulate viable claims against the third-party defendants and prosecute them successfully.

30. Even a cursory review of the Court's docket, which runs to over 1,400 entries, reveals the immense amount of work that Plaintiffs' Counsel have put into the prosecution of this lawsuit. However, the docket and pleadings only reveal the work that is filed with the Court. As discussed further herein, and as the Court is aware, the prosecution of lawsuits of this magnitude and complexity requires a tremendous amount of time and effort to investigate the facts, research the relevant legal issues, coordinate, and strategize with counsel and clients regarding the handling of the cases, conduct discovery, prepare the briefs and motions, attempt to negotiate settlements, and prepare cases for summary judgment and/or trial. Plaintiffs' Counsel have collectively spent

thousands of hours in their investigation and prosecution of Stanford-related claims, more than 75% of which has been devoted to pursuit of the claims against Independent and Trustmark.

31. Over the last decade, myself and other attorneys from my law firm have spent thousands of hours in uncompensated time worth millions of dollars investigating and prosecuting Stanford Cases. Myself and my team have worked through many late nights, weekends, and holidays on Stanford cases or Stanford-related matters without compensation.

32. Given the length of time involved working on the *Rotstain* litigation through today's date, my firm has invested nearly $12 million worth of time. Specifically, as of February 28, 2023, my firm has spent over **22,000 hours** of attorney time worth approximately **$11,588,410.00** at our applicable hourly rates for complex cases of this nature, which rates are consistent with the prevailing hourly rates for similarly qualified attorneys in this region, consisting of time that was dedicated directly to the *Rotstain* claims against the bank defendants, as can be seen in the chart below:

	Biller		***Hourly Rate***	***Hours Recorded***	**Total**
JRS	James R. Swanson		$700.00	5306.1	$3,714,270.00
BDR	Benjamin D. Reichard		$600.00	6397.2	$3,838,320.00
LCM	Lance C. McCardle		$600.00	399.8	$239,880.00
MLW	Molly L. Wells		$500.00	2598.9	$1,299,450.00
LKR	Lara K. Richards		$400.00	2883.1	$1,153,360.00
JCS	Jesse C. Stewart		$300.00	2262	$678,600.00
CHP	C. Hogan Paschal		$300.00	1747	$524,100
	Paralegal		$200.00	702.2	$140,440.00
				22,296.3	$11,588,410.00

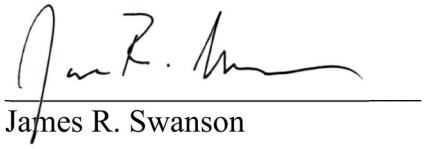
33. More than 75% of this time, amounting to over 16,000 hours and exceeding $8 million, was dedicated to pursuit of the claims against Independent and Trustmark. After reaching settlement with Trustmark in January 2023, nearly all of Fishman Haygood's spent on this matter until reaching settlement was dedicated to preparing to try the claims against Independent. I

anticipate investing additional time dedicated to the finalization of the instant Independent Settlement, including finalizing the motion for approval documents, monitoring, and responding to any objections where applicable, and attending and arguing at the approval hearing. Therefore, I believe that the value of my law firm's total time dedicated to the *Rotstain* matter will eventually approach or exceed **$12 million** of which the time dedicated to the claims against Independent and Trustmark will approach or exceed **$9 million**.

34. The proposed settlement is the result of many years of effort and thousands of hours of work by the Receiver, OSIC, Investor Plaintiffs and Plaintiffs' Counsel as described herein. But for the efforts of these parties, and the efforts of myself and my law firm described herein, there would be no Independent Settlement, which will net the Receivership estate and the Stanford investors approximately $72,205,625 (should the Court approve the attorneys' fee request) they would not have otherwise had.

35. In light of the tremendous time and effort myself and my law firm and the other Plaintiffs' Counsel have put into the overall effort to recover monies for the Stanford Receivership Estate and the investors, all of which was necessary to the successful prosecution and resolution of the Independent matter, it is my opinion that the twenty-five percent (25%) fee to be paid to counsel for OSIC for the settlement of the Independent matter is reasonable and well merited. Myself and my team, and the other Plaintiffs' Counsel, have worked tirelessly to attempt to recover money for the benefit of Stanford's investors.

Dated: March 7, 2023



James R. Swanson

EXHIBIT 4

DECLARATION OF SCOTT D. POWERS

Pursuant to 28 U.S.C. § 1746, I, Scott D. Powers, hereby declare under penalty of perjury that I have personal knowledge of the following facts:

1. My name is Scott D. Powers. I am over the age of eighteen (18) and am competent to make this Declaration.

2. I am admitted to practice law in the State of Texas, and am admitted to practice before various federal courts, including the U.S. Court of Appeals for the Fifth Circuit and the U.S. District Court for the Northern District of Texas. I have been licensed to practice law since 2000, and I am a partner in the law firm of Baker Botts L.L.P. ("Baker Botts").

3. Baker Botts has served as lead counsel to Ralph S. Janvey, in his capacity as the Court-appointed Receiver in the Stanford Financial Group SEC receivership proceedings, since those proceedings were initiated in 2009 in the case styled *SEC v. Stanford International Bank, Ltd., et al.*, Civil Action No. 3:09-CV-0298-N. In its role as lead counsel, Baker Botts has reviewed litigation-related fees and expenses incurred by, and paid to, the Receiver, counsel for the Receiver, the Official Stanford Investors Committee, counsel for the Official Stanford Investors Committee, and expert witnesses and/or related firms, including fees and expenses related to lawsuits such as *Rotstain et al. v. Trustmark National Bank et al.*, No. 4:22-CV-000800 (the "Rotstain Litigation").

4. I have reviewed records of the Receivership related to the litigation fees and expenses incurred by the Receiver, counsel for the Receiver, the Official Stanford Investors Committee, counsel for the Official Stanford Investors Committee, and expert witnesses and/or related firms in the Rotstain Litigation, which are summarized in the following tables. Because Independent Bank, formerly known as Bank of Houston ("Independent") is only one of several

defendants in the Rotstain Litigation, the following allocation has been applied: (1) for fees and expenses attributable to the Rotstain Litigation as a whole (prior to any settlements), 20% is allocated to Independent, because Independent is one of five bank defendants in the Rotstain Litigation; (2) for fees and expenses that are attributable to Independent as one of the three banks that did not settle with Plaintiffs in January 2023, 33% is allocated to Independent; (3) for fees and expenses clearly attributable to Independent as one of two US-based defendant banks, 50% is allocated to Independent; and (4) for fees and expenses that are directly attributable solely to Independent, 100% is allocated to Independent.

5. The following table presents fees and expenses that are 20% allocable to Independent, based on the above-described allocation methodology.

Amount	Notes
475.00	**The Legal Connection expenses – May 2022 (Invoice No. 168705)**
395.00	**Planet Depos LLC expenses – July 2022 (Invoice No. 509713)**
2,515.00	**Planet Depos LLC expenses– August 2022 (Invoice Nos. 520510, 520526)**
475.00	**JAMS/Robert Meyer expenses - December 2022**
27,605.03	**JAMS/Robert Meyer expenses - January 2023**
10,000.00	**IMS Consulting & Expert Services (Jason Barnes) expenses – April 2022 (Invoice No. 0168)**
13,142.49	**IMS Consulting & Expert Services (Jason Barnes) expenses – May 2022 (Invoice No. 1006)**
30,977.46	**IMS Consulting & Expert Services (Jason Barnes) expenses – June 2022 (Invoice No. 1384)**
69,210.43	**IMS Consulting & Expert Services (Jason Barnes) expenses – July 2022 (Invoice No. 1862)**
117,023.74	**IMS Consulting & Expert Services (Jason Barnes) expenses – August 2022 (Invoice No. 2239)**
111,423.83	**IMS Consulting & Expert Services (Jason Barnes) expenses – September 2022 (Invoice No. 2640)**
3,977.15	**IMS Consulting & Expert Services (Jason Barnes) expenses – October 2022 (Invoice No. 3107)**
8,576.82	**IMS Consulting & Expert Services (Jason Barnes) expenses – November 2022 (Invoice No. 3565)**
80,000.00	**CSI Litigation Psychology LLC expenses – April 2022 (Invoice No. 2022/0175)**

Amount	Notes
111,170.95	CSI Litigation Psychology LLC expenses – December 2022 (Invoice No. 2022/0536)
56.40	David S Smith, Official US Court Reporter expenses – May 2022 (Invoice No. 202200034)
22,521.64	TSG Reporting Inc. – October 2019-December 2019 (numerous invoice numbers)
22,093.72	TSG Reporting Inc. expenses – December 2019 (numerous invoice numbers)
27,784.38	TSG Reporting Inc. expenses – January 2020 (numerous invoice numbers)
3,962.70	TSG Reporting Inc. expenses – January 2020 (numerous invoice numbers)
6,857.00	TSG Reporting Inc. expenses – January 2020 (numerous invoice numbers)
26,928.98	TSG Reporting Inc. expenses – January 2020 (numerous invoice numbers)
250.00	TSG Reporting Inc. expenses – July 2020 (Invoice No. 2024416)
250.00	TSG Reporting Inc. expenses – July 2020 (Invoice No. 2024585)
250.00	TSG Reporting Inc. expenses – October 2020 (Invoice No. 2031957)
250.00	TSG Reporting Inc. expenses – January 2021 (Invoice No. 2038954)
250.00	TSG Reporting Inc. expenses – January 2021 (Invoice No. 2038967)
250.00	TSG Reporting Inc. expenses – January 2021 (Invoice No. 2038977)
1,139.25	TSG Reporting Inc. expenses – January 2021 (Invoice No. 2037559)
521.67	TSG Reporting Inc. expenses – January 2021 (Invoice No. 2037562)
2,191.42	TSG Reporting Inc. expenses – January 2021 (Invoice No. 2038172)
510.94	TSG Reporting Inc. expenses – January 2021 (Invoice No. 2038177)
1,635.27	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2038619)
361.67	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2038624)
1,263.20	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2038642)
632.65	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2038951)
2,225.35	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2038954)
474.69	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2038958)
544.90	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2038963)
1,071.90	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2038967)
418.75	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2038970)
2,025.45	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2038977)
522.45	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2038978)
458.75	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2038984)
1,687.29	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2039500)
375.01	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2039505)
2,038.70	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2039573)
463.34	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2039581)

Amount	Notes
1,700.65	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2039652)
491.67	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2039657)
1,365.10	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2039909)
264.37	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2039914)
1,891.55	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2040095)
460.84	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2040100)
1,522.55	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2040113)
451.67	TSG Reporting Inc. expenses – February 2021 (Invoice No. 2040118)
512.92	TSG Reporting Inc. expenses – December 2020 (Invoice No. 2036783)
2,564.52	TSG Reporting Inc. expenses – April 2021 (Invoice No. 2046624)
505.84	TSG Reporting Inc. expenses – April 2021 (Invoice No. 2046629)
450.00	TSG Reporting Inc. expenses – April 2021 (Invoice No. 2046632)
221.87	TSG Reporting Inc. expenses – April 2021 (Invoice No. 2046637)
2,919.02	TSG Reporting Inc. expenses – May 2021 (Invoice No. 2048527)
531.67	TSG Reporting Inc. expenses – May 2021 (Invoice No. 2048530)
2,482.90	TSG Reporting Inc. expenses – May 2021 (Invoice No. 2050855)
646.67	TSG Reporting Inc. expenses – May 2021 (Invoice No. 2050861)
5,525.00	James C. Spindler fees – October 2019 (No Invoice No.)
4,550.00	James C. Spindler fees – November 2019 (No Invoice No.)
6,987.50	James C. Spindler fees – December 2019 (No Invoice No.)
13,812.50	James C. Spindler fees – January 2020 (No Invoice No.)
37,375.00	James C. Spindler fees – February 2020 (No Invoice No.)
34,775.00	James C. Spindler fees – March 2020 (No Invoice No.)
27,787.50	James C. Spindler fees – April 2020 (No Invoice No.)
41,437.50	James C. Spindler fees – May 2020 (No Invoice No.)
11,050.00	James C. Spindler fees – September 2020 (No Invoice No.)
18,525.00	James C. Spindler fees – October 2020 (No Invoice No.)
27,950.00	James C. Spindler fees – November 2020 (No Invoice No.)
38,675.00	James C. Spindler fees – December 2020 (No Invoice No.)
44,200.00	James C. Spindler fees – March 2021 (No Invoice No.)
7,475.00	James C. Spindler fees – April 2021 (No Invoice No.)
4,712.50	James C. Spindler fees – June 2021-July 2021 (No Invoice No.)
7,475.00	James C. Spindler fees – September 2021-May 2022 (No Invoice No.)
9,262.50	James C. Spindler fees – October 2022 (No Invoice No.)
23,562.50	James C. Spindler fees – November 2022-December 2022 (No Invoice No.)
86,552.06	Ankura fees and expenses – August 2018 (Invoice No. 2400000680)
69,659.17	Ankura fees and expenses – September 2018 (Invoice No. 2400000725)
104,192.50	Ankura fees – October 2018 (Invoice No. 2400000759)
52,425.51	Ankura fees and expenses – November 2018 (Invoice No. 2400000763)

Amount	Notes
10,924.26	Ankura fees and expenses – December 2018-January 2019 (Invoice No. 2400000921)
416.00	Navigant fees – February 2016 (Invoice No. 494908)
5,980.00	Navigant fees – December 2017 (Invoice No. 2400000238)
27,223.59	Navigant fees and expenses – January 2018 (Invoice No. 2400000339)
17,546.00	Navigant fees – February 2018 (Invoice No. 2400000350)
20,768.50	Navigant fees – March 2018 (Invoice No. 2400000418)
10,736.00	Navigant fees – April 2018 (Invoice No. 2400000508)
5,220.00	Navigant fees – May 2018 (Invoice No. 2400000603)
3,800.00	Navigant fees – June 2018 (Invoice No. 2400000602)
51,319.72	Navigant fees and expenses – July 2018 (Invoice No. 2400000604)
3,486.00	FTI fees – April 2015 (Invoice No. 7381071)
218.00	FTI fees – May 2015 (Invoice No. 7383366)
2,441.60	FTI fees – June 2015 (Invoice No. 7385480)
4,846.40	FTI fees – July 2015 (Invoice No. 7388536)
14,287.43	FTI fees and expenses – August 2015 (Invoice No. 7390924)
17,737.03	FTI fees and expenses – September 2015 (Invoice No. 7392725)
728.00	FTI fees – November 2015 (Invoice No. 7398443)
2,740.40	FTI fees – December 2015 (Invoice No. 7401391)
870.00	FTI fees – January 2016 (Invoice No. 7403841)
9,705.20	FTI fees – February 2016 (Invoice No. 7407298)
2,507.60	FTI fees – March 2016 (Invoice No. 7410771)
1,032.00	FTI fees – April 2016 (Invoice No. 7413391)
1,432.00	FTI fees – May 2016 (Invoice No. 7415841)
2,068.00	FTI fees – September 2016 (Invoice No. 7426729)
3,948.00	FTI fees – November 2016 (Invoice No. 7432302)
4,714.00	FTI fees – December 2016 (Invoice No. 7434499)
8,024.00	FTI fees – January 2017 (Invoice No. 7437774)
360.00	FTI fees – February 2017 (Invoice No. 7440402)
6,926.40	FTI fees – March 2017 (Invoice No. 7442705)
176.00	FTI fees – June 2017 (Invoice No. 7451623)
11,264.40	FTI fees – December 2017 (Invoice No. 7467133)
1,702.00	FTI fees – January 2018 (Invoice No. 7469947)
3,706.00	FTI fees – February 2018 (Invoice No. 7472495)
8,066.00	FTI fees – March 2018 (Invoice No. 7475447)
9,380.40	FTI fees – April 2018 (Invoice No. 7478511)
15,543.60	FTI fees – May 2018 (Invoice No. 7485189)
3,735.60	FTI fees – June 2018 (Invoice No. 7483974)
3,470.00	FTI fees – July 2018 (Invoice No. 7486619)
11,734.00	FTI fees – August 2018 (Invoice No. 7489034)

Amount	Notes
2,523.60	FTI fees – September 2018 (Invoice No. 7491856)
21,026.00	FTI fees – October 2018 (Invoice No. 7494649)
14,441.20	FTI fees – November 2018 (Invoice No. 7497727)
17,868.40	FTI fees – December 2018 (Invoice No. 7501095)
14,347.20	FTI fees – January 2019 (Invoice No. 7502675)
8,485.60	FTI fees – February 2019 (Invoice No. 7505311)
5,531.20	FTI fees – March 2019 (Invoice No. 7508909)
10,804.00	FTI fees – April 2019 (Invoice No. 7511619)
21,318.80	FTI fees – May 2019 (Invoice No. 7515448)
22,412.00	FTI fees – June 2019 (Invoice No. 7518546)
4,997.60	FTI fees – July 2019 (Invoice No. 7519989)
7,468.00	FTI fees – August 2019 (Invoice No. 7522894)
10,346.80	FTI fees – September 2019 (Invoice No. 7525910)
10,703.20	FTI fees – October 2019 (Invoice No. 7528713)
22,713.20	FTI fees – November 2019 (Invoice No. 7532157)
86,825.60	FTI fees – December 2019 (Invoice No. 7535752)
51,445.60	FTI fees – January 2020 (Invoice No. 7538411)
137,925.60	FTI fees – February 2020 (Invoice No. 7541325)
217,361.20	FTI fees – March 2020 (Invoice No. 7544630)
284,561.20	FTI fees – April 2020 (Invoice No. 7546716)
165,366.40	FTI fees – May 2020 (Invoice No. 7549535)
230,995.20	FTI fees – June 2020 (Invoice No. 7552794)
392,019.20	FTI fees – July 2020 (Invoice No. 7555639)
283,462.00	FTI fees – August 2020 (Invoice No. 7558724)
381,780.00	FTI fees – September 2020 (Invoice No. 7561736)
310,612.00	FTI fees – October 2020 (Invoice No. 7564266)
23,476.00	FTI fees – November 2020 (Invoice No. 7566935)
6,668.00	FTI fees – December 2020 (Invoice No. 7570428)
13,575.60	FTI fees – January 2021 (Invoice No. 7573353)
754.00	FTI fees – February 2021 (Invoice No. 7576189)
7,989.60	FTI fees – March 2021 (Invoice No. 7580037)
10,396.40	FTI fees – April 2021 (Invoice No. 7582378)
2,027.20	FTI fees – May 2021 (Invoice No. 7586222)
251.20	FTI fees – June 2021 (Invoice No. 7589264)
451.20	FTI fees – April 2022 (Invoice No. 7625181)
16,057.60	FTI fees – May 2022 (Invoice No. 7628936)
3,407.20	FTI fees – August 2022 (Invoice No. 7640024)
1,348.80	FTI fees – September 2022 (Invoice No. 7643861)
3,680.80	FTI fees – October 2022 (Invoice No.7648505)
48,462.80	FTI fees – November 2022 (Invoice No. 7652130)

Amount	Notes
9,272.80	FTI fees – December 2022 (Invoice No. 7656222)
3,262.50	BDO fees – December 2018 (Invoice No. 001162342)
9,776.25	BDO fees – January 2019 (Invoice No. 001087015)
712.50	BDO fees – February 2019 (Invoice No. 001094287)
1,325.00	BDO fees – March 2019 (Invoice No. 001133895)
20,356.25	BDO fees – April 2019 (Invoice No. 001134082)
24,537.50	BDO fees – May 2019 (Invoice No. 001163314)
56,426.25	BDO fees – June 2019 (Invoice No. 001172664)
237,675.00	BDO fees – July 2019 (Invoice No. 001181910)
90,802.50	BDO fees – August 2019 (Invoice No. 001196423)
86,015.00	BDO fees – September 2019 (Invoice No. 001232607)
62,197.50	BDO fees – October 2019 (Invoice No. 001251695)
133,995.00	BDO fees – November 2019 (Invoice No. 001279020)
159,918.07	BDO fees and expenses – December 2019 (Invoice No. 001283615)
196,432.50	BDO fees – January 2020 (Invoice No. 001302746)
580,140.79	BDO fees and expenses – February 2020 (Invoice No. 001317337)
894,932.28	BDO fees and expenses – March 2020 (Invoice No. 001337448)
734,025.00	BDO fees – April 2020 (Invoice No. 001338165)
810,771.25	BDO fees – May 2020 (Invoice No. 001406904)
190,772.50	BDO fees – June 2020 (Invoice No. 001372932)
262,695.00	BDO fees – July 2020 (Invoice No. 001381977)
273,192.50	BDO fees – August 2020 (Invoice No. 001393127)
358,220.00	BDO fees – September 2020 (Invoice No. 001408802)
537,093.75	BDO fees – October 2020 (Invoice No. 001437334)
177,772.50	BDO fees – November 2020 (Invoice No. 001454113)
136,350.00	BDO fees – December 2020 (Invoice No. 001454453)
249,875.00	BDO fees – January 2021 (Invoice No. 001482286)
54,172.50	BDO fees – February 2021 (Invoice No. 001487622)
57,577.50	BDO fees – March 2021 (Invoice No. 001541227)
15,432.50	BDO fees – April 2021 (Invoice No. 001541228)
9,215.00	BDO fees – May 2021 (Invoice No. 001577071)
33,237.00	JS Held fees – June 2022 (Invoice No. 1404907)
26,871.50	JS Held fees – July 2022 (Invoice No. 1416523)
42,422.50	JS Held fees – August 2022 (Invoice No. 1429891)
9,744.00	JS Held fees – September 2022 (Invoice No. 1436023)
4,752.00	JS Held fees – October 2022 (Invoice No. 1454746)
12,649.00	JS Held fees – November 2022 (Invoice No. 1469234)
68,096.00	JS Held fees – December 2022 (Invoice No. 1488617)
2,204.45	Baker Botts expenses – April 2018 (Invoice No. 1599233)
250.82	Baker Botts expenses – September 2018 (Invoice No. 1620841)

Amount	Notes
94.72	Baker Botts expenses – October 2018 (Invoice No. 1628260)
2,491.53	Baker Botts expenses – November 2018 (Invoice No. 1629635)
2,351.11	Baker Botts expenses – January 2019 (Invoice No. 1634792)
2,059.00	Baker Botts expenses – March 2019 (Invoice No. 1645041)
21,470.83	Baker Botts expenses – April 2019 (Invoice No. 1650669)
28,883.65	Baker Botts expenses – May 2019 (Invoice No. 1653747)
36,959.10	Baker Botts expenses – June 2019 (Invoice No. 1656707)
108,924.90	Baker Botts expenses – July 2019 (Invoice No. 1661796)
127,695.52	Baker Botts expenses – August 2019 (Invoice No. 1666662)
86,280.44	Baker Botts expenses – September 2019 (Invoice No. 1671446)
64,695.98	Baker Botts expenses – October 2019 (Invoice No. 1674607)
67,741.05	Baker Botts expenses – November 2019 (Invoice No. 1681337)
76,889.78	Baker Botts expenses – December 2019 (Invoice No. 1684626)
87,846.74	Baker Botts expenses – January 2020 (Invoice No. 1688050)
105,978.74	Baker Botts expenses – February 2020 (Invoice No. 1690270)
90,502.13	Baker Botts expenses –March 2020 (Invoice No. 1697398)
115,606.50	Baker Botts expenses – April 2020 (Invoice No. 1698767)
102,571.50	Baker Botts expenses – May 2020 (Invoice No. 1705148)
126,539.25	Baker Botts expenses – June 2020 (Invoice No. 1709866)
132,780.86	Baker Botts expenses – July 2020 (Invoice No. 1711821)
82,434.40	Baker Botts expenses – August 2020 (Invoice No. 1717394)
73,797.64	Baker Botts expenses – September 2020 (Invoice No. 1721749)
74,792.20	Baker Botts expenses – October 2020 (Invoice No. 1726397)
70,897.05	Baker Botts expenses – November 2020 (Invoice No. 1730323)
67,007.29	Baker Botts expenses – December 2020 (Invoice No. 1732893)
73,905.23	Baker Botts expenses – January 2021 (Invoice No. 1736544)
71,860.52	Baker Botts expenses – February 2021 (Invoice No. 1740251)
74,717.00	Baker Botts expenses – March 2021 (Invoice No. 1745510)
65,765.60	Baker Botts expenses – April 2021 (Invoice No. 1748097)
51,748.00	Baker Botts expenses – May 2021 (Invoice No. 1754075)
48,163.20	Baker Botts expenses – June 2021 (Invoice No. 1756439)
47,321.70	Baker Botts expenses – July 2021 (Invoice No. 16000288)
45,221.70	Baker Botts expenses – August 2021 (Invoice No. 16000275)
43,778.87	Baker Botts expenses – September 2021 (Invoice No. 16000736)
42,161.70	Baker Botts expenses – October 2021 (Invoice No. 16000738)
41,981.70	Baker Botts expenses – November 2021 (Invoice No. 16000743)
40,901.70	Baker Botts expenses – December 2021 (Invoice No. 16000744)
40,901.70	Baker Botts expenses – January 2022 (Invoice No. 16001112)
41,684.25	Baker Botts expenses – February 2022 (Invoice No. 16001113)
42,210.17	Baker Botts expenses – March 2022 (Invoice No. 16001114)

Amount	Notes
42,819.36	Baker Botts expenses – April 2022 (Invoice No. 16001367)
43,391.43	Baker Botts expenses – May 2022 (Invoice No. 16001368)
41,739.35	Baker Botts expenses – June 2022 (Invoice No. 16001369)
43,728.00	Baker Botts expenses – July 2022 (Invoice No. 16001655)
45,130.04	Baker Botts expenses – August 2022 (Invoice No. 16001656)
63,030.70	Baker Botts expenses – September 2022 (Invoice No. 16001657)
47,219.00	Baker Botts expenses – October 2022 (Invoice No. 16001999)
47,479.01	Baker Botts expenses – November 2022 (Invoice No. 16002000)
118,373.14	Baker Botts expenses – December 2022
$14,260,552.19	Total

6. Using the 20% allocation noted above for these fees and expenses, Independent is allocated $2,852,110.44.

7. The following table presents fees and expenses that are 33% allocable to Independent, based on the above-described allocation methodology.

Amount	Notes
102,849.90	JS Held fees and expenses – January 2023 (Invoice No. 1496928)
142,531.20	FTI fees – January 2023 (Invoice No. 7659691)
21,775.00	James C. Spindler fees – January 2023 (No Invoice No.)
79,625.00	James C. Spindler fees – February 2023 (No Invoice No.)
9,248.85	Array expenses - February 2023 (Invoice No. X63454)
2,476.54	Exact Legal expenses – January 2023 (Invoice No. 10320)
2,006.95	IMS Consulting & Expert Services (Jason Barnes) expenses – December 2022 (Invoice No. 3947)
21,514.09	IMS Consulting & Expert Services (Jason Barnes) expenses – January 2023 (Invoice No. 4462)
2,712.00	JAMS/Robert Meyer expenses - March 2023
5,917.16	Marriott Cancellation Charges - February 2023 (No Invoice No.)
647.35	Mayra Malone, Court Reporter (Invoice No. 2023-023)
4,531.67	Protiviti expenses - February 2023 (Invoice No. 200648824)
334.43	Protiviti expenses - February 2023 (Invoice No. 200648825)
23.99	Protiviti expenses - February 2023 (Invoice No. 200648826)
188,444.02	IMS Consulting & Expert Services (Jason Barnes) expenses – February 2023 (Invoice No. 4782)
173,110.91	JS Held fees – February 2023 (Invoice No. 1503870)
85,827.70	Baker Botts expenses – January 2023
89,595.79	Baker Botts expenses – February 2023

Amount	Notes
36,656.80	**FTI fees and expenses – February 2023**
39,511.60	**CSI Litigation Psychology LLC expenses – February 2023**
$1,009,340.95	**Total**

8. Using the 33% allocation noted above for these fees and expenses, Independent is allocated $336,446.98.

9. The following table presents fees and expenses that are 50% allocable to Independent, based on the above-described allocation methodology.

Amount	Notes
156,979.18	**Fishman Haygood LLP expenses – October 2019-June 2020 (Invoice No. 54334)**
27,343.55	**Fishman Haygood LLP expenses – June 2020-October 2020 (Invoice No. 56056)**
15,533.62	**Fishman Haygood LLP expenses – November 2020-December 2020 (Invoice No. 56624)**
57,519.61	**Fishman Haygood LLP expenses – January 2021-February 2021 (Invoice No. 57388)**
9,966.76	**Fishman Haygood LLP expenses – March 2021-April 2021 (Invoice No. 58933)**
35,099.47	**Fishman Haygood LLP expenses – May 2021-September 2022 (Invoice No. 70331)**
1,181.25	**Thomson Reuters Expert Witness Services - Pat McElroy fees – May 2018 (Invoice No. 41625)**
15,811.43	**Thomson Reuters Expert Witness Services - Pat McElroy fees and expenses – June 2018 (Invoice No. 41861)**
25,467.75	**Thomson Reuters Expert Witness Services - Pat McElroy fees – July 2018 (Invoice No. 41982)**
1,518.75	**Thomson Reuters Expert Witness Services - Pat McElroy fees – August 2018 (Invoice No. 42377)**
675.00	**Thomson Reuters Expert Witness Services - Pat McElroy fees – September 2018 (Invoice No. 42609)**
3,037.50	**Thomson Reuters Expert Witness Services - Pat McElroy fees – October 2018 (Invoice No. 42928)**
4,218.75	**United Expert Holdings, LLC - Pat McElroy fees – May 2019 (Invoice No. 44679)**
54,506.25	**United Expert Holdings, LLC - Pat McElroy fees – June 2019 (Invoice No. 44914)**
53,325.00	**United Expert Holdings, LLC - Pat McElroy fees – July 2019 (Invoice No. 45092)**

Amount	Notes
37,462.50	United Expert Holdings, LLC - Pat McElroy fees – August 2019 (Invoice No. 45408)
17,887.50	United Expert Holdings, LLC - Pat McElroy fees – September 2019 (Invoice No. 45696)
12,993.75	United Expert Holdings, LLC - Pat McElroy fees – October 2019 (Invoice No. 45865)
25,181.12	United Expert Holdings, LLC - Pat McElroy fees and expenses – November 2019 (Invoice No. 46183)
6,581.25	United Expert Holdings, LLC - Pat McElroy fees – December 2019 (Invoice No. 46450)
30,206.25	United Expert Holdings, LLC - Pat McElroy fees – January 2020 (Invoice No. 46717)
61,222.50	United Expert Holdings, LLC - Pat McElroy fees – February 2020 (Invoice No. 46970)
30,881.25	United Expert Holdings, LLC - Pat McElroy fees – March 2020 (Invoice No. 47232)
35,640.00	United Expert Holdings, LLC - Pat McElroy fees – April 2020 (Invoice No. 47406)
17,266.50	United Expert Holdings, LLC - Pat McElroy fees – May 2020 (Invoice No. 47595)
16,706.25	United Expert Holdings, LLC - Pat McElroy fees – July 2020 (Invoice No. 48024)
4,050.00	United Expert Holdings, LLC - Pat McElroy fees – August 2020 (Invoice No. 48192)
34,425.00	United Expert Holdings, LLC - Pat McElroy fees – September 2020 (Invoice No. 48470)
62,268.75	United Expert Holdings, LLC - Pat McElroy fees – October 2020 (Invoice No. 48745)
28,687.50	United Expert Holdings, LLC - Pat McElroy fees – November 2020 (Invoice No. 49018)
16,875.00	United Expert Holdings, LLC - Pat McElroy fees – December 2020 (Invoice No. 49263)
33,129.73	United Expert Holdings, LLC - Pat McElroy fees and expenses – January 2021 (Invoice No. 49544)
675.00	United Expert Holdings, LLC - Pat McElroy fees – February 2021 (Invoice No. 49845)
2,025.00	United Expert Holdings, LLC - Pat McElroy fees – March 2021 (Invoice No. 49997)
3,037.50	United Expert Holdings, LLC - Pat McElroy fees – December 2022 (Invoice No. 56551)
561.54	Castillo Snyder, P.C. expenses – May 2019 (Invoice No. 2785)
1,630.87	Castillo Snyder, P.C. expenses – September-October 2019 (Invoice No. 2821)
2,438.06	Castillo Snyder, P.C. expenses – December 2019 (Invoice No. 2873)

Amount	Notes
2,873.01	**Castillo Snyder, P.C. expenses – January 2020 (Invoice No. 2879)**
4,147.82	**Castillo Snyder, P.C. expenses – March 2020 (Invoice No. 2890)**
573.91	**Castillo Snyder, P.C. expenses – December 2018 (Invoice No. 2720)**
851.16	**Castillo Snyder, P.C. expenses – July 2020 (Invoice No. 2904)**
1,881.77	**Edward C. Snyder, Attorney at Law PLLC expenses – September 2022 (No Invoice No.)**
1,653.77	**Law Offices of Jesse R. Castillo PLLC expenses – February 2023 (Invoice No. 3076)**
2,084.47	**Edward C. Snyder, Attorney at Law PLLC expenses – February 2023 (Invoice No. 21)**
$958,082.60	**Total**

10. Using the 50% allocation noted above for these fees and expenses, Independent is allocated $479,041.30.

11. The following table presents fees and expenses that are 100% allocable to Independent, based on the above-described allocation methodology.

Amount	Notes
23,314.44	**United Expert Holdings, LLC - Pat McElroy fees and expenses – January 2023 (Invoice No. 56802)**
34,919.86	**United Expert Holdings, LLC - Pat McElroy fees and expenses – February 2023 (Invoice No. 57183)**
$58,234.30	**Total**

12. Using the 100% allocation noted above for these fees and expenses, Independent is allocated $58,234.30.

13. The total amount of expenses allocated to Independent —from the 20%, 33%, 50%, and 100% categories noted above—is $3,725,833.02.

Executed on March 8, 2023

Scott D. Powers

EXHIBIT 5

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

SECURITIES AND EXCHANGE COMMISSION, Plaintiff, v. STANFORD INTERNATIONAL BANK, LTD, *et al.*, Defendants.	Civil Action No. 3:09-cv-00298-N

ORDER APPROVING ATTORNEYS' FEES

Before the Court is the Plaintiffs' Expedited Request for Entry of Scheduling Order and Motion to Approve Proposed Settlement with Independent Bank, a Texas banking association, formerly known as Bank of Houston, ("Independent"), to Approve the Proposed Notice of Settlement with Independent, to Enter the Bar Order, and for Plaintiffs' Attorneys' Fees and Expenses (the "Motion") of the Receiver and the Official Stanford Investors Committee (the "Committee") (the Receiver and the Committee, collectively, the "Plaintiffs"). This Order addresses the request for approval of Plaintiffs' Counsel's (as defined in the Motion) attorneys' fees contained within the Motion. All relief requested in the Motion, other than the request for approval of attorneys' fees, was addressed in the Court's Final Judgment and Bar Order entered on the same date.

Having considered the Motion, the Declarations submitted in support of the Motion, the arguments and the applicable legal authorities, the Court finds that the Plaintiffs' request for

approval of attorneys' fees contained within the Motion should be granted. The Court finds that the 25% contingency fee agreements between Plaintiffs and Plaintiffs' Counsel is reasonable and consistent with the percentage charged and approved by courts in other cases of this magnitude and complexity. The Stanford Receivership and the litigation are extraordinarily complex and time-consuming and have involved a great deal of risk and capital investment by Plaintiffs' Counsel as evidenced by the Declarations of Plaintiffs' Counsel submitted in support of the request for approval of their fees. The Motion and the Declarations provide ample evidentiary support for the award of the Plaintiffs' attorneys' fees set forth in this Order.

Trial courts can determine attorneys' fee awards in common fund cases such as this one using different methods. The common-fund doctrine applies when "a litigant or lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *In re Harmon*, No. 10-33789, 2011 WL 1457236, at *7 (Bankr. S.D. Tex. Apr. 14, 2011) (quoting *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)).

One method for analyzing the appropriateness of an award for Plaintiffs' attorneys' fees is the percentage method, under which the court awards fees based on a percentage of the common fund. *Union Asset Management Holding A.G. v. Dell, Inc*., 669 F.3d 632, 642-43 (5th Cir. 2012). The Fifth Circuit is "amenable to [the percentage method's] use, so long as the *Johnson* framework is utilized to ensure that the fee award is reasonable." *Id*. at 643 (citing *Johnson v. Georgia Hwy. Express, Inc*, 488 F.2d 714 (5th Cir. 1974)). The *Johnson* factors include: (1) time and labor required; (2) novelty and difficulty of the issues; (3) required skill; (4) whether other employment is precluded; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations; (8) the amount involved and the results obtained; (9) the attorneys' experience, reputation and

ability; (10) the "undesirability" of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. See *Johnson*, 488 F.2d at 717-19.

Thus, when considering fee awards in class action cases "district courts in [the Fifth] Circuit regularly use the percentage method blended with a *Johnson* reasonableness check." *Id.* (internal citations omitted); *see Schwartz v. TXU Corp.*, No. 3:02-CV-2243-K (lead case), 2005 WL 3148350, at *25 (N.D. Tex. Nov. 8, 2005) (collecting cases). While the Fifth Circuit has also permitted analysis of fee awards under the lodestar method, both the Fifth Circuit and district courts in the Northern District have recognized that the percentage method is the preferred method of many courts. *Dell*, 669 F.3d at 643; *Schwartz*, 2005 WL 3148350, at *25.

In *Schwartz*, the court observed that the percentage method is "vastly superior to the lodestar method for a variety of reasons, including the incentive for counsel to 'run up the bill' and the heavy burden that calculation under the lodestar method places upon the court." 2005 WL 3148350, at *25. The court also observed that, because it is calculated based on the number of attorney-hours spent on the case, the lodestar method deters early settlement of disputes. *Id.* Thus, there is a "strong consensus in favor of awarding attorneys' fees in common fund cases as a percentage of the recovery." *Id.* at *26.

While the Independent Settlement is not a class action settlement, because the settlement is structured as a settlement with the Receiver and the Committee, and as a bar order precluding other litigation against Independent arising from Stanford, this Court has analyzed the award of attorneys' fees to Plaintiffs' Counsel under both the common fund and the *Johnson* approach. Whether analyzed under the common fund approach, the Johnson framework, or both, the 25% fee sought by Plaintiffs' Counsel pursuant to their fee agreements is reasonable and is hereby approved by the Court. Having reviewed the Declarations of Plaintiffs' Counsel reflecting the investment of

thousands of hours and millions of dollars of attorney time by Plaintiffs' Counsel in the Stanford Receivership as a whole and in the Independent litigation specifically, the Court finds that the proposed 25% fee for Plaintiffs' Counsel is a reasonable percentage of the common fund (*i.e.*, the $100 million settlement).

"The vast majority of Texas federal courts and courts in this District have awarded fees of 25%-33% in securities class actions." *Schwartz*, 2005 WL 3148350, at *31 (collecting cases). "Indeed, courts throughout this Circuit regularly award fees of 25% and more often 30% or more of the total recovery under the percentage-of-the recovery method." *Id.*

The Court further finds that the fee is reasonable based upon the Court's analysis of the *Johnson* factors. A review of the *Johnson* factors that are discussed at length in the Motion and supported by Plaintiffs' Counsel's Declarations also demonstrates that the proposed 25% fee is reasonable and should be approved. With respect to the time and labor required, Plaintiffs' Counsel invested a tremendous amount of time and labor in this case as reflected in the Snyder and Swanson Declarations filed in support of the Motion. Mr. Swanson's firm Fishman Haygood, LLP as of February 28, 2023 has spent over **22,000 hours** of attorney time worth approximately **$11,588,410.00** on the litigation against Independent and its co-defendants at their applicable hourly rates for complex cases of this nature, which rates are consistent with the prevailing hourly rates for similarly qualified attorneys in this region [Swanson Decl., at ¶ 32], while Mr. Snyder's firm has invested nearly 3.000 hours of attorney time worth over **$1.9 million** through February 24, 2023 at his firm's applicable hourly rates specifically in the litigation against Independent. *See* Snyder Decl., at ¶ 32-33.

The issues presented in the litigation were novel, difficult and complex. Several of the complex legal and factual issues are outlined in the Motion. Given the complexity of the factual

and legal issues presented in this case, the preparation, prosecution and settlement of this case required significant skill and effort on the part of Plaintiffs' Counsel.

Although participation in the litigation did not necessarily preclude Plaintiffs' Counsel from accepting other employment, the Declarations reveal that the sheer amount of time and resources involved in investigating, preparing, and prosecuting the litigation, as reflected by the hours invested by Plaintiffs' Counsel, significantly reduced Plaintiffs' Counsel's ability to devote time and effort to other matters.

The 25% fee requested is also substantially below the typical market rate contingency fee percentage of 33% to 40% that most law firms would demand to handle cases of this complexity and magnitude. See *Schwartz,* 2005 WL 3148350, at *31 (collecting cases and noting that 30% is standard fee in complex securities cases). "Attorney fees awarded under the percentage method are often between 25% and 30% of the fund." *Klein*, 705 F. Supp. 2d at 675-81 (30% fee for a $110 million settlement, (citing Manual for Complex Litig. (Fourth) § 14.121 (2010)); *see, e.g., SEC v. Temme*, No. 4:11-cv00655-ALM, at *4-5 (E.D. Tex. November 21, 2012), ECF No. 162 (25% contingent fee for a $1,335,000 receivership settlement); *Billitteri v. Sec. Am., Inc*., No. 3:09-cv-01568-F (lead case), 2011 WL 3585983, *4-9 (N.D. Tex. 2011) (25% fee for an $80 million settlement).

At the time of the Independent Settlement, Plaintiffs' Counsel were subject to significant time limitation in the litigation, as Plaintiffs' Counsel were preparing the case against Independent and other banks for trial. Given the breadth and scope of activity in the Independent litigation as described in the Declarations of Plaintiffs' Counsel, including extensive document production and review, numerous fact and expert witness depositions, and the preparation of briefs in response to comprehensive motions for summary judgment and *Daubert* motions to exclude Plaintiffs' experts

and preparation of trial pleadings and materials, Plaintiffs' Counsel has been consistently under deadlines and time pressure in the litigation against Independent.

As set forth in the Declarations, the litigation against Independent has consumed nearly all of Plaintiffs' Counsel's time over the last several years. The $100 million to be paid by Independent represents a substantial settlement and value to the Receivership Estate and the Stanford investors. Thus, the amount involved and results obtained also support approval of the requested fee. The Declarations of Plaintiffs' Counsel further reflect that Plaintiffs' Counsel have represented numerous receivers, bankruptcy trustees, and other parties in complex litigation matters related to equity receiverships and bankruptcy proceedings similar to the Stanford receivership proceeding. Plaintiffs' Counsel have also been actively engaged in the Stanford proceeding since its inception. Thus, the attorneys' experience, reputation and ability also support the fee award. Given the complexity of the issues in the Independent litigation, the Independent Settlement, as well as other settlements achieved by Plaintiffs' Counsel in the Stanford Receivership that have also been approved by this Court, are indicative of Plaintiffs' Counsel's abilities to obtain favorable results in these proceedings.

The nature and length of Plaintiffs' Counsel's professional relationship with the client also supports the fee award. Plaintiffs' Counsel have represented the Receiver, the Committee, and investor plaintiffs in numerous actions pending before the Court in connection with the Stanford Receivership since 2009, all on the same 25% contingency fee arrangement. Finally, awards in similar cases, with which this Court is familiar, as well as those discussed in the *Schwarz* opinion, all support the fee award. A 25% contingency fee has also previously been approved as reasonable by this Court in its order approving the Receiver's agreement with the Committee regarding the joint prosecution of fraudulent transfer and other claims by the Receiver and the Committee (the

"OSIC-Receiver Agreement"). *See* SEC Action ECF No. 1267, p. 2 ("The Court finds that the fee arrangement set forth in the Agreement is reasonable."); *see also* OSIC-Receiver Agreement SEC Action ECF No. 1208, Ex. A, p. 3 (providing a "contingency fee" of 25% of any Net Recovery in actions prosecuted by the Committee's designated professionals). This Court has also approved a 25% contingency fee in connection with the Court's approval of the settlement of the other cases brought by the Receiver against the law firms Greenberg Traurig, Adams & Reese, Chadbourne & Park, Hunton & Williams and Proskauer Rose, as well as the settlements with BDO, Kroll, and Bowen Miclette & Britt ('BMB"). *See* Order approving attorneys' fees in connection with the Adams & Reese settlement [SEC Action ECF. No. 2231]; Order approving attorneys' fees in connection with the Chadbourne & Parke settlement [SEC Action ECF 2366]; Order approving attorneys' fees in connection with the Hunton settlement [SEC Action ECF No. 2702]; and Order approving attorneys' fees in connection with the Proskauer settlement [SEC Action ECF No. 2820]; *see also* Official Stanford Inv'rs Comm. v. BDO USA, LLP, No. 3:12-cv01447-N-BG (N.D. Tex. Sept. 23, 2015) [ECF No. 80] (order approving 25% contingency fee in connection with BDO settlement); Order approving attorneys' fees for Kroll settlement [SEC Action, ECF No. 2364]; and Order approving attorneys' fees for BMB settlement [SEC Action, ECF No. 2567].

For these reasons, the Court finds the 25% contingency fee requested in connection with the Independent Settlement is well within the range of reasonableness for cases of the magnitude and complexity as the Independent litigation. The Court therefore hereby approves the award of Plaintiffs' attorneys' fees to Plaintiffs' Counsel in the amount of **$24,068,541.75** as requested in the Motion. The Court also hereby authorizes the Receiver to reimburse the Receivership Estate from the settlement proceeds the total sum of **$3,725,833.02** for expenses advanced by the Receiver in the Independent litigation.

The Receiver is, therefore: ORDERED to pay Plaintiffs' Counsel attorneys' fees in the amount of **$24,068,541.75** upon receipt of the Settlement Amount in accordance with the terms of the Independent Agreement.

FURTHER ORDERED that the Receiver shall reimburse expenses paid by the Receivership Estate from the settlement proceeds in the amount of **$3,725,833.02**.

Signed on _____, 2023

_____
DAVID C. GODBEY
UNITED STATES DISTRICT JUDGE

EXHIBIT 6

DECLARATION OF EXAMINER JOHN J. LITTLE

Pursuant to 28 U.S.C. § 1746, I, John J. Little, hereby declare under penalty of perjury that I have personal knowledge of the following facts:

1. My name is John J. Little. I am over the age of eighteen (18) and am competent to make this Declaration.

2. I am admitted to practice law in the State of Texas, and am admitted to practice before various federal courts, including the United States Supreme Court, the U.S. Court of Appeal for the Fifth Circuit, the United States Tax Court and the U.S. District Courts for the Northern and Eastern Districts of Texas. I have been practicing law in Dallas, Texas since 1983. From 1983 until January 1991, I was employed by Hughes & Luce, LLP (n/k/a K&L Gates, LLP) and was a partner in that firm from January 1991 until January 1994. I was one of the founding partners of the Dallas law firm Little Pedersen Fankhauser, LLP, in January 1994 and practiced with that firm until its closure in August 2020. I formed John J. Little Law, PLLC and have practiced with that firm since September 1, 2020.

3. By Order dated April 20, 2009, I was appointed by Judge David C. Godbey (the "Court") to serve as the Examiner in the Stanford Financial Group receivership proceedings. *SEC v. Stanford International Bank, Ltd., et al.*, Civil Action No. 3:09-CV-0298-N (the "SEC Action"), ECF No. 322 (the "Examiner Order"). Pursuant to the Examiner Order, I was directed to "convey to the Court such information as the Examiner, in his sole discretion, shall determine would be useful to the Court in considering the interests of the investors in any financial products, accounts, vehicles or

ventures sponsored, promoted or sold by any Defendants[1] in this action (the "Investors")."

4. By Order dated August 10, 2010, the Court created the Official Stanford Investors Committee (the "OSIC") to represent Stanford Investors in the Stanford Financial Receivership proceedings and all related matters. SEC Action, ECF No. 1149 (the "OSIC Order"). The OSIC Order defined "Stanford Investors" as "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." OSIC Order at 2. The OSIC Order conferred upon the OSIC "rights and responsibilities similar to those of a committee appointed to serve in a bankruptcy case." The OSIC Order appointed me, as Examiner, to serve as a member of the OSIC and as its initial Chair. I have served as the Chair of the OSIC since its formation and continue to so serve.

5. The OSIC Order specifically contemplated that the OSIC would cooperate with the Receiver, Ralph Janvey, "in the identification and prosecution of actions and proceedings for the benefit of the Receivership Estate and the Stanford Investors." OSIC Order at 6. Through a series of assignments, the Receiver assigned to the OSIC all claims that the Receivership had against certain banks, including SG Private Banking (Suisse) S.A. ("SG"), Trustmark National Bank ("TM"), The Toronto-Dominion Bank

[1] The Defendants include Stanford International Bank, Ltd., Stanford Group Company, Stanford Capital Management, LLC, Robert Allen Stanford, James M. Davis, Laura Pendergest-Holt, Stanford Financial Group, The Stanford Financial Group Bldg. Inc. The Receivership encompasses Defendants and all entities they own or control.

("TD"), Independent Bank, formerly known as Bank of Houston ("Independent"), and HSBC Bank PLC ("HSBC").

A. OSIC Retains Counsel

6. In my capacity as Chair of the OSIC, I negotiated and executed a fee agreement dated December 12, 2012, pursuant to which the OSIC retained Butzel Long, P.C. ("BL") and Friedman Kaplan Seiler & Adelman LLP ("FK")[2] to represent the OSIC in connection with the prosecution of claims against TM, TD, Independent, HSBC and SG. The December 12, 2012 engagement agreement contemplated that the two law firms would be compensated for their services through a contingent fee of twenty-five percent (25%) of the Net Recovery realized in respect of any claims asserted against the five banks identified in the December 12, 2012 engagement agreement.

7. In my capacity as Chair of the OSIC, I negotiated and executed a revised fee agreement dated April 15, 2014, with BL and FK concerning their representation of the OSIC in connection with the prosecution of claims against TM, TD, Independent, HSBC and SG. The April 15, 2014 revised fee agreement contemplated that the two law firms would be compensated for their services through a contingent fee of twenty-five percent (25%) of the Net Recovery realized in respect of the any claims asserted against TM, TD, Independent, HSBC and SG.

[2] I understand that FK has recently changed its name to Friedman Kaplan Seiler Adelman & Robbins, LLP.

8. In my capacity as Chair of the OSIC, I negotiated and executed two additional agreements dated as of October 1, 2019, concerning the OSIC's prosecution of claims against TM, TD, Independent, HSBC and SG.

9. The first was a Fee Agreement Regarding Claims against Trustmark National Bank and Independent Bank[3] pursuant to which the OSIC retained the services of Castillo Snyder P.C. ("CS")[4] and Fishman Haygood, LLP ("FH") to represent the OSIC in the prosecution of claims asserted against TM and Independent. The October 1, 2019 fee agreement contemplated that CS and FH would be compensated for their services through a contingent fee of twenty-five percent (25%) of the Net Recovery realized in respect of the claims asserted against TM and Independent. The Fee Agreement Regarding Claims against Trustmark National Bank and Independent Bank was acknowledged by the Receiver, Ralph Janvey, and by BL and FK.

10. The second was a Joint Prosecution Agreement entered into by BL, FK, CS and FH. In the Joint Prosecution Agreement, the four law firms addressed how those firms would divide the work to be done in prosecuting the claims asserted against TM, TD, Independent, HSBC and SG and any fees paid with respect to any Net Recovery realized in respect of such claims. In particular, the four law firms agreed that CS and FH would be compensated for their services solely from the Net Recovery realized in

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[3] Independent Bank acquired Bank of Houston.

[4] It is my understanding that Castillo Snyder, P.C. is winding up its existence and that Castillo Snyder, P.C. has assigned, or will assign, all of its rights and obligations with respect to its representation of the OSIC to Edward C. Snyder Attorney at Law, PLLC.

respect of the claims asserted by the OSIC against TM and Independent, and that BL and FK would be compensated for their services solely from the Net Recovery realized in respect of the claims asserted by the OSIC against TD, HSBC and SG. Both the Receiver and I executed the Joint Prosecution Agreement to acknowledge its terms.

11. In February 2022, I negotiated and executed an additional Engagement Agreement for Bank Case pursuant to which the OSIC retained the services of Baker Botts, LLP ("BB") as special trial counsel with respect to the OSIC's claims against TM, Independent, TD, HSBC and SG. The OSIC's agreement with BB made clear that it was "not intended to alter or amend" the existing engagement agreements between the OSIC and BL, FK, CS and/or FH. The OSIC's agreement with BB also made clear that BB's work for the OSIC would be billed on an hourly basis and would be submitted for approval by the Receiver as a part of the Receiver's periodic fee applications. The OSIC's engagement agreement with BB was effective as of February 25, 2022 when it was executed by me, in my capacity as Chair of the OSIC, by BB, and by the Receiver.

B. Pleadings in the *Rotstain* Action and Related Matters

12. On August 23, 2009, Guthrie Abbott, Steven Queyrouze, Peggy Roif Rotstain, Juan Olano, Catherine Burnell, and Jaime Alexis Arroyo Bornstein (the latter four of whom were replaced by substitute plaintiffs Sarah Elson-Rogers, Salim Estefenn Uribe, Ruth Alfille de Penhos, and Diana Suarez on May 1, 2015, *Rotstain* ECF No. 237)) (the "*Rotstain* Investor Plaintiffs") filed their Original Petition in the state district court of Harris County, Texas (*Rotstain* ECF No. 1-4) commencing a putative class action captioned *Rotstain v. Trustmark National Bank, et al.* and naming as defendants

TM, HSBC, TD, SG and Independent (the "*Rotstain* Action"). The Original Petition asserted claims for fraudulent transfer, conspiracy to commit fraud, and aiding and abetting fraud. *Rotstain* ECF No. 1-4.

13. The *Rotstain* Action was removed to the U.S. District Court for the Southern District of Texas (the "Transferor Court") on November 13, 2009. *Rotstain* ECF No. 1. It was then transferred to and consolidated with the Stanford Multidistrict Litigation proceeding in the U.S. District Court of the Northern District of Texas under Civil Action No. 3:09-cv-02384. *Rotstain* ECF No. 6.

14. The Receiver assigned to the OSIC any and all causes of action the Receivership Estate may have had against Independent and the other Bank defendants on January 4, 2011. *Rotstain* ECF No. 865, Ex. 10.

15. The OSIC filed a motion to intervene in the *Rotstain* Action on December 5, 2011. *Rotstain* ECF No. 96. The Court entered its Order granting the OSIC leave to intervene on December 6, 2012. *Rotstain* ECF No. 129. The OSIC filed its Intervenor Complaint against Independent and other defendants on February 15, 2013. *Rotstain* ECF No. 133.

16. The *Rotstain* Investor Plaintiffs filed their Second Amended Class Action Complaint against Independent and other defendants seeking actual damages, costs, and attorneys' fees on November 15, 2015. *Rotstain* ECF No. 350. That Second Amended Class Action Complaint is the *Rotstain* Investor Plaintiffs' live pleading against Independent in the *Rotstain* Action.

17. On November 7, 2017, the Court denied the *Rotstain* Investor Plaintiffs' motion for class certification. *Rotstain* ECF No. 428. The U.S. Court of Appeals for the Fifth Circuit later declined interlocutory review of that denial. *Rotstain, et al., v. Trustmark National Bank, et al.*, No. 17-0—38 (5th Cir.) (Order, April 20, 2018).

18. Following the denial of the motion for class certification, hundreds of Stanford CD Investors, and putative class members, sought to intervene in the *Rotstain* Action. *See Rotstain* ECF No. 492. The Court entered its Order denying leave to intervene on September 18, 2019. *Rotstain* ECF No. 562.

19. The denial of the motion for leave to intervene caused a large number of Stanford CD Investors to file a separate action against Independent and other defendants in the state district court of Harris County, Texas, styled *Smith v. Independent Bank, et al.*, (the "*Smith* Action"). The *Smith* Action was removed to the U.S. District Court for the Southern District of Texas and assigned Civil Action No. 4:20-cv-00675. *Smith* ECF No. 1. The *Smith* Action was stayed without opposition from the *Smith* investor plaintiffs in accordance with an order issued in the main SEC Action. *Smith* ECF No. 10.

20. Other would-be intervenors sought immediate review of the denied motions to intervene in the U.S. Court of Appeals for the Fifth Circuit. *Rotstain* ECF No. 574. On February 3, 2021, the Fifth Circuit affirmed this Court's denial of the motion to intervene. *Rotstain v. Mendez*, 986 F.3d 931 (5th Cir. 2021).

21. On June 15, 2020, the OSIC filed its Second Amended Intervenor Complaint against Independent and other defendants seeking actual damages, punitive damages, costs and attorneys' fees. *Rotstain* ECF No. 735. The Second Amended

Intervenor Complaint is the OSIC's live pleading against Independent (and others) in the *Rotstain* Action.

22. The OSIC and the *Rotstain* Investor Plaintiffs filed a notice on March 19, 2021 abandoning all of their respective claims against Independent with the exception of (a) their claims for aiding, abetting or participation in violations of the Texas Securities Act ("TSA"), and (b) their claims for knowing participation in breaches of fiduciary duty. *Rotstain* ECF No. 976.

23. Those remaining claims were set for trial in the Transferor Court beginning on February 27, 2023.

C. Efforts to Obtain Class Certification

24. On March 2, 2015, the Court entered its Class Certification Scheduling Order, *Rotstain* ECF No. 228, pursuant to which the Court established a schedule for discovering and briefing the *Rotstain* Investor Plaintiffs motion for class certification, and staying all other discovery in the *Rotstain* Action. The entry of that Order signaled an enormous amount of work for counsel to the *Rotstain* Investor Plaintiffs, including CS and FH.

25. As a part of the class certification discovery process, each of the *Rotstain* Investor Plaintiffs was deposed by counsel for the Bank defendants, including Independent.

26. The *Rotstain* Investor Plaintiffs' Motion for Class Certification, Rotstain ECF No. 364, was supported by a brief, *Rotstain* ECF No. 364-1, and an extensive appendix, *Rotstain* ECF Nos. 364-2 through 364-20. The *Rotstain* Investor Plaintiffs'

reply in support of their Motion for Class Certification, *Rotstain* ECF No. 365, was similarly supported by an extensive appendix, *Rotstain* ECF Nos. 365-2 through 365-20.

D. Independent's Dispositive Motions

27. Throughout the course of the *Rotstain* Action, Independent has filed multiple motions to dismiss or for summary judgment. Generally speaking, Independent was joined by the other Defendant Banks in every round of dispositive motion practice such that the *Rotstain* Investor Plaintiffs and/or the OSIC were responding to multiple motions to dismiss and/or motions for summary judgment at the same time.

28. Independent filed its first motion to dismiss on May 26, 2010. *Rotstain* ECF No. 39. The *Rotstain* Investor Plaintiffs responded to that first motion to dismiss on December 5, 2011, *Rotstain* ECF No. 94, and Independent filed a reply brief on December 22, 2011. *Rotstain* ECF No. 108.

29. Independent filed a motion to dismiss the OSIC's Intervenor Complaint on July 10, 2013. *Rotstain* ECF No. 154. The OSIC responded to that motion to dismiss on October 25, 2013, *Rotstain* ECF No. 166, and Independent filed its reply on December 4, 2013. *Rotstain* ECF No. 176.

30. On April 21, 2015, the Court entered its Order granting in part and denying in part the motions to dismiss filed by Independent (and others). *Rotstain* ECF No. 234. While the Court dismissed certain fraudulent transfer claims asserted by the *Rotstain* Investor Plaintiffs and by the OSIC, it denied Independent's motion in all other respects.

31. On July 14, 2015, Independent (with TD) filed a motion to dismiss the *Rotstain* Investor Plaintiff's Second Amended Class Complaint. *Rotstain* ECF Nos. 296-

297. The *Rotstain* Investor Plaintiffs filed a response to that motion (and to similar motions filed by other Bank defendants), *Rotstain* ECF No. 304, and Independent (with TD) filed a reply brief. *Rotstain* ECF No. 309.

32. On April 22, 2016, Independent (and other Bank defendants) filed a motion to reconsider the Court's order (*Rotstain* ECF No. 234) denying the motion to dismiss. *Rotstain* ECF No. 373. The OSIC filed a response to that motion, *Rotstain* ECF No. 379, and Independent (and other Bank defendants) filed a reply. *Rotstain* ECF No. 380.

33. On July 27, 2016, the Court entered an Order denying Independent's motion to dismiss the *Rotstain* Investor Plaintiffs' Second Amended Class Complaint and also denying Independent's motion to reconsider the Court's prior order denying its initial motion to dismiss. *Rotstain* ECF No. 387.

34. On February 28, 2019, Independent (and other Bank defendants) filed a motion for judgment on the pleadings with respect to three of the claims asserted by the OSIC. *Rotstain* ECF Nos. 488 and 489. The OSIC filed a response to that motion, *Rotstain* ECF No. 490, and Independent (and other Bank defendants) filed a reply. *Rotstain* ECF No. 491. Independent (and other Bank defendants) ultimately withdrew the motion for judgment on the pleadings. *Rotstain* ECF Nos. 738, 761.

35. On February 21, 2021, Independent filed motions for summary judgment as to all claims and causes of action asserted by the OSIC and the *Rotstain* Investor Plaintiffs. *Rotstain* ECF Nos. 859, 864, 865, 871, and 872. The OSIC and the *Rotstain* Investor Plaintiffs filed a response to Independent's motions, *Rotstain* ECF Nos. 977-979, 985, and 995, and Independent filed a reply in support of its motion. *Rotstain* ECF No.

1050. On January 20, 2022, the Court issued its Memorandum Opinion and Order in which it largely denied Independent's motion for summary judgment. *Rotstain* ECF No. 1150.

36. Following the remand of the *Rotstain* Action to the Transferor Court, Independent (and other Bank defendants) filed two additional motions to dismiss. The first asserted that the OSIC lacked standing to bring the claims it was bringing. *Rotstain* ECF No. 1166. The OSIC filed a response to that motion, *Rotstain* ECF No. 1231, and Independent (and other Bank defendants) filed a reply. *Rotstain* ECF No. 1258. The second asserted that the Plaintiffs' TSA claims were barred by the TSA's statute of repose. *Rotstain* ECF No. 1168. The Plaintiffs filed a response to that motion, *Rotstain* ECF No. 1233, and Independent (and other Bank defendants) filed a reply. *Rotstain* ECF No. 1260.

37. On November 17, 2022, the Transferor Court entered its order denying the motion to dismiss for lack of standing. *Rotstain* ECF No. 1327. On that same date, the Transferor Court also entered its order denying the motion to dismiss the TSA claims. *Rotstain* ECF No. 1328.

E. Discovery Efforts in the *Rotstain* Action

38. The Plaintiffs and Independent conducted an enormous amount of discovery over the course of the *Rotstain* Action. The parties exchanged hundreds of thousands of pages of documents, and extensive written discovery requests and responses.

39. Counsel for the Plaintiffs in the *Rotstain* Action took the depositions of at least eighteen (18) separate fact witnesses and four of Independent's expert witnesses.[5] In addition, counsel for the Plaintiffs defended the depositions of the six *Rotstain* Investor Plaintiffs, OSIC members John J. Little and Pam Reed, former OSIC member Dr. John Wade, and the Plaintiffs' expert witnesses James Spindler and Pat McElroy.

F. Motion Practice Concerning Experts in the *Rotstain* Action.

40. Plaintiffs and Independent engaged in considerable motion practice concerning the experts designated by each of the parties, with both Plaintiffs and Independent filing *Daubert* challenges to the parties' respective experts.

41. Independent filed *Daubert* challenges concerning Plaintiffs' experts Karyl Van Tassel, *Rotstain* ECF No. 924, James C. Spindler, *Rotstain* ECF No. 926 and Pat McElroy, Jr. *Rotstain* ECF No. 954. The Plaintiffs filed responses to each of those *Daubert* challenges, *see Rotstain* ECF Nos. 1033 (McElroy), 1035 (Spindler) and 1037 (Van Tassel), and Independent filed reply briefs with respect to each of its *Daubert* challenges. *See Rotstain* ECF Nos. 1069 (Van Tassel), 1086 (Spindler), and 1088 (McElroy).

42. The OSIC filed *Daubert* challenges concerning Independent's experts Robert A. Ragazzo, *Rotstain* ECF No. 916, and Kenneth M. Lehn, *Rotstain* ECF No. 939. Independent (and other Defendant banks) filed responses to those *Daubert* challenges,

[5] Overall, Plaintiffs' counsel took or defended the depositions of 76 fact witnesses and 21 expert witnesses, including depositions that were relevant to other Bank Defendants and not specific to Independent.

see Rotstain ECF Nos. 1029 (Ragazzo) and 1032 (Lehn), and the OSIC filed a reply in support of its *Daubert* challenge as to Mr. Lehn. *Rotstain* ECF No. 1070.

43. On September 29, 2022, the Transferor Court entered an order denying the *Daubert* challenge as to Plaintiffs' expert Karyl Van Tassel. *Rotstain* ECF No. 1305. On October 3, 2022, the Transferor Court entered orders denying the *Daubert* challenges to Plaintiffs' experts Pat McElroy, Jr., *Rotstain* ECF No. 1306, and James S. Spindler. *Rotstain* ECF No. 1309.

44. On October 20, 2022, the Transferor Court provisionally granted the OSIC's *Daubert* challenge as to Robert A. Ragazzo, *Rotstain* ECF No. 1314, and granted in part and denied in part the OSIC's *Daubert* challenge as to Kenneth M. Lehn. *Rotstain* ECF No. 1316.

G. Motion Practice Concerning Responsible Third Parties

45. Independent twice moved the Court for leave to designate responsible third parties pursuant to Chapter 33 of the TEXAS CIVIL PRACTICE & REMEDIES CODE.

46. The first such motion was filed by Independent (with HSBC) on May 30, 2019. *Rotstain* ECF No. 503. On June 28, 2019, both the OSIC and the *Rotstain* Investor Plaintiffs filed responses to that motion. *Rotstain* ECF Nos. 515, 517. Independent (with HSBC) filed a reply in support of the motion on July 26, 2019. *Rotstain* ECF No. 535.

47. On March 16, 2021, Independent (with other Defendants) filed a second motion for leave to designate responsible third parties. *Rotstain* ECF No. 971. The OSIC filed a response to that motion on March 31, 2021, *Rotstain* ECF No. 1012, and Independent (with other Defendants) filed a reply. *Rotstain* ECF No. 1067.

48. In its Suggestion of Remand, this Court expressly left Independent's motions for leave to designate potentially responsible third parties undecided, opining that the judge who presides over the trial should decide the motion. *Rotstain* ECF No. 1151.

49. On December 12, 2022, Independent (with other Defendants) filed a supplemental brief in support of its second motion for leave to designate responsible third parties. *Rotstain* ECF No. 1330. The OSIC filed a response to that supplemental brief on December 13, 2022. *Rotstain* ECF No. 1332.

50. On January 17, 2023, the Transferor Court entered its Order denying Independent's motion to designate responsible third parties.

51. Independent (and the other Defendants) filed a petition for writ of mandamus with the 5th Circuit Court of Appeals on January 31, 2023, in which they sought an order directing the Transferor Court to grant the motion for leave to designate responsible third parties. The OSIC responded to that petition for writ of mandamus (and another petition for writ of mandamus filed by TD) on February 6, 2023. On February 14, 2023 – less than two weeks before trial was to begin – the 5th Circuit denied both petitions.

H. Pre-Trial Activites

52. On November 10, 2022, the Transferor Court entered its Fifth and Final Amended Scheduling Order, setting the *Rotstain* Action for trial on February 27, 2023, and establishing various pre-trial deadlines. *Rotstain* ECF No. 1326.

53. On January 20, 2023, Independent filed a joint motion in limine (with TD and HSBC), *Rotstain* ECF No. 1342, and its own motion in limine. *Rotstain* ECF No. 1347. The OSIC responded to those motions, *Rotstain* ECF Nos. 1380, 1882. On February 14, 2023, the Transferor Court entered its order granting in part and denying in part both the joint motion in limine, *Rotstain* ECF No. 1412, and Independent's motion in limine. *Rotstain* ECF No. 1413.

54. The OSIC also filed motions in limine on January 20, 2023. *See Rotstain* ECF Nos. 1348, 1349, 1350, 1351, 1352, 1353 and 1354. Independent, joined by TD and HSBC, filed joint responses to certain of those motions in limine on February 7, 2023. *See Rotstain* ECF No. 1393, 1394, 1396, 1397, 1398, 1399 and 1400. Independent also filed a separate response to one of the OSIC's motions in limine. *Rotstain* ECF No. 1392. The OSIC filed a joint reply in support of its motions in limine on February 13, 2023. *Rotstain* ECF No. 1408. On February 14, 2023, the Transferor Court entered orders granting three of the OSIC's motions in limine, *Rotstain* ECF Nos. 1410, 1419 and 1420, and granting in part and denying in part the remaining motions. *Rotstain* ECF Nos. 1415, 1416, 1417, and 1418.

55. On January 23, 2023, the Transferor Court Clerk's office inadvertently issued a notice "suspending" the February 27, 2023 trial date. *Rotstain* ECF No. 1357. The OSIC filed a motion to reinstate the trial setting the next day. *Rotstain* ECF No. 1358. Independent responded to that motion via letter the following day, opposing the reinstatement of the trial date. *Rotstain* ECF No. 1361. On January 26, 2023, the Transferor Court entered its order reinstating the February 27, 2023 trial date. *Rotstain*

ECF No. 1365. Independent (with TD and HSBC) moved to reconsider that order on January 27, 2023. *Rotstain* ECF No. 1366. The OSIC responded to that motion, *Rotstain* ECF No. 1368, and the Transferor Court held a telephonic hearing on January 30, 2023. During that hearing, the Transferor Court denied the motion to reconsider. *Rotstain* ECF No. 1369.

I. Examiner Involvement in the *Rotstain* Action

56. In my capacity as the OSIC Chair, I have worked closely with the Receiver, his counsel, OSIC's counsel, and counsel for the *Rotstain* Investor Plaintiffs to coordinate the prosecution of claims against third parties for the benefit of the Receivership Estate and Stanford Investors, including the claims asserted in the *Rotstain* Action.

57. In that regard, I have been involved, as Chair of the OSIC, in the OSIC's prosecution of its claims in the *Rotstain* Action, and have conferred regularly with counsel for the Receiver, the OSIC and the *Rotstain* Investor Plaintiffs concerning every aspect of the *Rotstain* Action.

58. The OSIC's counsel with respect to Independent, CS and FH, have spent many years and thousands of hours investigating and pursuing the claims asserted against Independent in the *Rotstain* Action. The materials reviewed included, among other materials, thousands of pages of SEC and other investigation materials, thousands of pages of deposition and trial testimony from the prosecution of Allen Stanford and others, thousands of emails of Stanford and Independent personnel, and hundreds of boxes of materials, including Independent materials and files, that the Receiver secured from Stanford's various offices and law firms.

59. For the last four or five years, the OSIC's counsel at CS and FH have worked full time, or nearly so, to prepare the *Rotstain* Action for trial. That work is described, in part, in paragraphs 24-55, *supra*.

J. Settlement Efforts

60. Settlement discussions began between the OSIC's lead counsel and Independent's counsel during November and December, 2022.

61. The Receiver and I, along with counsel, participated in a mediation with Independent (and the other Banks) on January 2 and 3, 2023. No agreement was reached with Independent during that mediation.

62. Later discussions between and among the OSIC's lead counsel, Independent's counsel, and the mediator, led to an agreement in principle on Friday, February 24, 2023, the last business day before trial was to begin.

63. The parties fully executed the Independent Settlement Agreement as of March 7, 2023. The Independent Settlement Agreement calls for Independent to pay $100 million to settle and resolve the *Rotstain* Action and the *Smith* Action.

K. Examiner's Opinion Concerning the Independent Settlement and The Payment of Attorneys' Fees

64. It is my opinion that the settlement the Receiver and the OSIC reached with Independent is fair and reasonable, in the best interests of the Stanford Receivership Estate and the Stanford Investors, and should be approved by the Court. My opinion is based upon my involvement in the investigation and prosecution of the claims asserted against Independent in the *Rotstain* Actions, the risks and uncertainty inherent in any jury

trial, and the length of time it would likely take to resolve the appeals that would inevitably follow any jury verdict and judgment.

65. Any proceeds recovered from the Independent Settlement will be distributed through the Receiver's existing (and already approved and operating) mechanism for identifying and approving claims and making distributions. Using the Receiver's existing process will be far more efficient, and likely result in larger distributions to Stanford Investors.

66. As noted above, the OSIC entered into a Fee Agreement Regarding Claims against Trustmark National Bank and Independent Bank with CS and FH that provided for the payment of a contingent fee of twenty-five percent (25%) of the Net Recovery realized in respect of the claims asserted against Independent.

67. The Court has previously approved a contingent fee arrangement between OSIC and its counsel that provides for the payment of a 25% contingent fee on net recoveries from certain lawsuits prosecuted by the OSIC.[6] SEC Action, ECF No. 1267. The Court has also approved 25% contingent fees in connection with the OSIC's settlement of other Stanford-related lawsuits prosecuted by the OSIC. *See Official Stanford Inv'rs Comm. v. Greenberg Traurig, LLP*, No. 3:12-cv-04641-N-BQ (N.D. Tex. Feb. 25, 2020) [ECF No. 374] (approving a 25% contingent fee on a $65 million settlement); *Official Stanford Inv'rs Comm. v. BDO USA, LLP*, No. 3:12-cv-01447-N-BG (N.D. Tex. Sep. 23, 2015) [ECF No. 80] (approving a 25% contingent fee on a $40

[6] The referenced Order addressed the OSIC's prosecution of certain fraudulent transfer and unjust enrichment actions.

million settlement); *Ralph S. Janvey v. Adams & Reese, LLP*, Civil Action No. 3:12-CV-00495-B [SEC Action, ECF. No. 2231]; *Ralph S. Janvey v. Proskauer Rose, LLP, et al.*, 3:13-cv-00477 [SEC Action, ECF No. 2366] (approving 25% contingent fee on a $35 million settlement with Chadbourne & Parke LLP) and [SEC Action, ECF No. 2820] (approving 25% contingent fee on a $63 million settlement with Proskauer Rose, LLP); and *Ralph S. Janvey v. Willis, et al.* [SEC Action, ECF No. 2567] (approving 25% contingent fee in settlement with BMB Defendants).

68. The Fee Agreement Regarding Claims against Trustmark National Bank and Independent Bank entered between the OSIC and counsel (CS and FH) was modeled after the contingent fee agreement already approved by the Court in the SEC Action. SEC Action, ECF No. 1267.

69. For the same reasons the Court previously found the twenty-five percent (25%) contingent fee agreement between the OSIC and its counsel to be reasonable, *see id.*, p. 2, the Court should find the twenty-five percent (25%) contingent fee applicable to the settlement with Independent to be reasonable and approve it for payment.

70. It is my opinion that the attorneys' fee requested is reasonable in comparison to the total net amount to be recovered for the benefit of the Stanford Investors. The twenty-five percent (25%) contingent fee was heavily negotiated between and among the Receiver, OSIC and counsel, and is substantially below the typical market rate contingency fee percentage of 33% to 40% that most law firms would demand to handle cases of this complexity and magnitude.

71. I respectfully submit that an award of attorneys' fees equal to twenty-five percent (25%) of the Net Recovery from the settlement with Independent is reasonable, necessary and appropriate considering the significant time, effort, and resources which CS and FH have invested in investigating the Stanford fraud, prosecuting and resolving the *Rotstain* Action with respect to Independent, and prosecuting the other Stanford-related litigation.

Executed on March 7, 2023.

John J. Little