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-298-N

<u>ORDER</u>

This Order addresses the Receiver's amended motion for entry of an order (i) establishing bar date for claims; (ii) approving form and manner of notice thereof; and (iii) approving proof of claim and related forms and procedures for submitting proofs of claim [1546]. After holding a hearing on the motion, considering all objections, and reviewing the Receiver's cost estimate [1583], the Court overrules the objections and grants the motion in full, except that it alters the language of section twelve (12) of the proposed Notice of Bar Date and Procedures for Submitting Proofs of Claim form, Amend. Mot., Ex. 3, at 7 [1546-3], to include "relating to this claim" after "for all purposes," so that the clause reads: "If you submit a Proof of Claim Form in this case, you consent to the jurisdiction of the District Court for all purposes *relating to this claim* and agree to be bound by its decisions . . ." *See* Order, Ex. 3, at 7 (corrected language). Accordingly, the Court orders that:

1. The Amended Motion is granted as described herein.

<u>Objections Overruled</u>. All objections not withdrawn or resolved by this
 Order are overruled in all respects.

3. <u>Retention of Claims Agent and Other Professionals</u>. The Receiver is hereby authorized to retain Gilardi & Co. LLC as its claims agent ("<u>Claims Agent</u>"), and the engagement agreement between the Receiver and Gilardi & Co. LLC, Order, Ex. 1, is hereby approved. The Receiver is further authorized to retain FTI Consulting, Inc. ("<u>FTI</u>") to provide consultation and analysis concerning claims reconciliation and related matters, and the engagement agreement between the Receiver and FTI, Order, Ex. 2, is hereby approved.

4. <u>Claims</u>. For purposes of this Order (the "<u>Bar Date Order</u>"), a "<u>Claim</u>" is defined as:

- a. a potential or claimed right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, mature, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, against one or more of the Receivership Entities;¹ or
- b. a potential or claimed right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment,

¹ The Receivership Entities include, without limitation: Stanford International Bank, Ltd.; Stanford Financial Group Company; Stanford Group Company; Stanford Trust Company; Stanford Capital Management, LLC; Stanford Coins & Bullion, Inc.; and the entities listed in Exhibit 8 to this Order and on the Receiver's website at <u>http://stanfordfinancialreceivership.com/</u>.

fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured, against one or more of the Receivership Entities.

5. <u>Claimants</u>. For purposes of this Bar Date Order, a "<u>Claimant</u>" is defined as and includes any person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, estates, trusts, and governmental units) that holds a Claim. Without limiting the generality of the foregoing, the definition of Claimant includes, but is not limited to, any person or entity holding:

- a. a Claim based on an investment in, with, or through a Receivership Entity or a customer transaction with or through a Receivership Entity ("<u>Customer Claims</u>"), including but not limited to claims relating to
 - i. certificate(s) of deposit issued by Stanford International Bank, Ltd. ("<u>Stanford International Bank, Ltd. CD Claim</u>");
 - ii. other customer accounts or transactions with Stanford International Bank, Ltd. ("<u>Other Stanford International Bank,</u> <u>Ltd. Claim</u>");
 - iii. investments in, with, or through Stanford Coins & Bullion,
 Inc. or other customer transactions relating to coins and
 bullion ("Coin & Bullion Claim");
 - iv. investments in partnerships or other entities sponsored by a Receivership Entity ("<u>Partnership Claim</u>");

- v. investments in and transactions relating to brokerage accounts held through a Receivership Entity ("<u>Brokerage Account</u> <u>Claim</u>");
- vi. investments in, with, or through or customer transactions with Stanford Development Company ("<u>Stanford Development</u> <u>Company Claim</u>"); and
- vii. investments in, with, or through any other Receivership Entity or a customer transaction with any other Receivership Entity ("<u>Other Customer Claim</u>").
- b. a Claim of any other kind whatsoever against any Receivership Entity, including, without limitation, Claims based on or relating to:
 - the provision of goods or services to any Receivership Entity for which payment has not been made in whole or in part ("<u>Services Claim</u>");
 - ii. real estate owned or leased by Receivership Entities, including but not limited to past due rent ("<u>Real Estate</u> <u>Claim</u>");
 - iii. money loaned to any Receivership Entity that has not been repaid in whole or in part ("Loan Claim");
 - iv. unpaid wages, compensation, or other employment benefits ("<u>Employment Compensation Claim</u>");

- v. tax liabilities, including those held by federal, state, local or other governmental entities or authorities ("<u>Tax Claim</u>"); and
- vi. primary, secondary, direct, indirect, secured, unsecured, or contingent liability, whether based on contract, tort, indemnity, reimbursement, subrogation, or other legal or equitable theory ("<u>Other Claim</u>").

6. <u>Bar Date</u>. This Court hereby establishes 11:59 p.m. (prevailing Central Time) on the date that is 120 days after the entry of this Order as the deadline for Claimants to submit Proofs of Claim against the Receivership Entities (the "<u>Bar Date</u>").

7. <u>Claims Procedures</u>. The following Claims Procedures, including the Bar Date Notice and Proof of Claim Form (each defined further below), are approved:

- a. <u>Eligibility to Submit a Proof of Claim</u>. Proofs of Claim shall be submitted by all persons or entities (including, without limitation, individuals, partnerships, corporations, joint ventures, estates, trusts, and governmental units) that are Claimants and believe that they are owed any money by, or have a right to distribution from, any of the Receivership Entities, regardless of whether the Claim at issue has been acknowledged by the Receiver or whether the Claim at issue is held with or through any person or entity.
- b. <u>Administrative and Professional Claims</u>. Creditors holding claims based on the provision of goods or services to the Receivership Entities or the Receiver ("<u>Administrative Claims</u>") after the

February 16, 2009 appointment of the Receiver are not required to submit proofs of claim on or before the Bar Date and will not be subject to the Bar Date. Additionally, the Receiver, his professionals, the Examiner, and the Investors Committee are not required to submit proofs of claim on or before the Bar Date, and all claims of the Receiver, his professionals, the Examiner, and the Investors Committee ("<u>Professional Claims</u>") shall be addressed in accordance with prior orders of this Court.

- c. <u>Notice</u>. The Receiver shall provide the following notice:
 - i. Notice by Mail. The Receiver shall serve by mail, within thirty (30) business days of entry of this Order, (a) Stanford International Bank, Ltd. certificate of deposit accountholders who had open accounts as of February 16, 2009 and for whom the Receiver has physical addresses from the books and records of Stanford International Bank, Ltd. (provided however that the Receiver shall not be required to provide notice to any address of a Stanford Group Company or Stanford International Bank, Ltd. office or the office of any other Receivership Entity), (b) potential Claimants who have provided the Receiver with a physical address through (i) communications directed to the Receiver's email address info@stanfordfinancialreceivership.com, (ii) prior the

submission of a "Claimant Form" through the Receiver's claim submission website (http://stanfordfinancialreceivership.com/claims.php), or (iii) the prior submission of an "Application for Review and Potential Release of Stanford Group Company Brokerage Accounts," and (c) persons employed by any Receivership Entity as of February 17, 2009, with: (1) a notice of the Bar Date and the procedures for submitting proofs of claim, substantially in the form of the notice attached as Exhibit 3 to this Order (the "Bar Date Notice"), and (2) a proof of claim form substantially in the form of the document attached as Exhibit 4 to this Order (the "Proof of Claim Form"). With respect to the Claimants that meet the above requirements for notice by mail, the Receiver shall serve (a) those located within the United States by United States first class mail and (b) those located outside the United States by any method he deems reasonable after conferring with the Examiner and the Investors Committee.

ii. <u>Notice by Electronic Mail</u>. In addition to notice by mail (if required pursuant to the previous paragraph), where potential Claimants have provided an email address to the Receiver through (a) communications directed to the Receiver's email

address info@stanfordfinancialreceivership.com, (b) the prior submission of a "Claimant Form" through the Receiver's claim submission website (<u>http://stanfordfinancialreceivership.com/claims.php</u>), or (c) the prior submission of an "Application for Review and Potential Release of Stanford Group Company Brokerage Accounts," the Receiver shall serve, within thirty (30) business days of entry of the Bar Date Order, the Bar Date Notice and the Proof of Claim Form on such potential Claimants via the email address provided by them.

iii. Notice by Publication. The Bar Date Notice and the Proof of Claim Form shall also be made available, within five (5) calendar days of entry of the Bar Date Order, on the websites of the Receiver (www.stanfordfinancialreceivership.com); his Claims Agent and (www.stanfordfinancialclaims.com) and on the website maintained by the Examiner (http://www.lpflaw.com/sub/stanford.jsp), and the Receiver and the Examiner shall issue, within five (5) calendar days of entry of the Bar Date Order, press releases that include the Bar Date Notice and the Proof of Claim Form. The Receiver shall also publish, within fifteen (15) calendar days of entry of the Bar Date Order, a notice of the Bar Date and the procedures for submitting proofs of claim, substantially in the form of the notice attached as Exhibit 5 to this Order (the "<u>Bar Date</u> <u>Publication Notice</u>"), on at least one (1) calendar day in the following newspapers: *The Wall Street Journal (both global and Latin American editions)*, *Houston Chronicle, The New York Times, Financial Times (global edition), Vi Stand Point (British Virgin Islands), The Daily Observer (Antigua and Barbuda), and Amigoe (Aruba).* The Receiver shall implement the Notice Plan as described in the Amended Motion at Part II.4 to enhance public awareness of the Bar Date and of the information available at the Receiver's website.

- iv. <u>Notice Through CM/ECF System</u>. Within ten (10) calendar days of entry of the Bar Date Order, the Receiver shall file through the Court's Case Management/Electronic Case Filing system ("<u>CM/ECF System</u>") in each of the lawsuits in which he is a party, a Notice that references and attaches the Bar Date Notice and the Proof of Claim Form.
 - v. <u>Notice Upon Inquiry</u>. The Receiver shall promptly provide the Bar Date Notice and the Proof of Claim Form to any Claimant who makes a written request for such documents to
 (a) the email address

<u>info@stanfordfinancialreceivership.com</u>, (b) the email address info@stanfordfinancialclaims.com, (c) the physical address of Stanford Financial Group Receivership, 1029 State Highway 6 North, Suite 650 #272, Houston, TX 77079, or (d) the contact address of the Receiver's Claims Agent, at Stanford Financial Claims, P.O. Box 990, Corte Madera, CA 94976-0990.

d. Procedure for Submitting Proof of Claim. Except as otherwise provided by order of this Court or provided below, each Claimant shall submit a completed and signed Proof of Claim Form under penalty of perjury and evidencing such Claimant's Claim, together with supporting documentation (a "Proof of Claim"), with the Receiver's Claims Agent in the manner indicated below, so that such Proof of Claim Form is postmarked on or before the Bar Date. For Proofs of Claim sent by mail, an official postmark shall serve as proof of the date sent. Claimants who choose to submit Proofs of Claim by courier service, hand delivery, email or facsimile should retain a copy of their bill of lading or other proof that their Proof of Claim was sent by the Bar Date. Proofs of Claim shall be submitted to the Receiver's Claims Agent (1) electronically online at www.stanfordfinancialclaims.com; (2) by mail to Stanford Financial Claims, P.O. Box 990, Corte Madera, CA 94976-0990; (3) by

express courier service or hand delivery, to Stanford Financial Claims, 3301 Kerner Blvd, San Rafael, CA 94901; (4) by email, as an attachment in portable document format (.pdf), to info@stanfordfinancialclaims.com; or (5) by facsimile or by telecopy to (415) 258-9639. Proofs of Claim should not be filed with the Court, and any Proof of Claim so filed shall not be considered properly submitted.

- e. <u>Prior Submissions by Claimants</u>. Prior submissions by Claimants will be treated in the following manner:
 - i. Claims Submitted with Antiguan Liquidators or Receivers. A Claimant that has submitted evidence of a Claim with the Antiguan liquidators or receivers or that has a Claim as a beneficiary of a trust for which Stanford Trust Company Limited is the trustee shall submit a Proof of Claim evidencing such Claim in order to be entitled to receive a distribution from any of the Receivership Entities. This includes, but is not limited to, any claim registered through the prior Antiguan liquidators' website (https://stanford.frpadvisory.com/default.aspx) or with Vantis plc, through the current Antiguan liquidators website (http://www.sibliquidation.com/claims-administration/) or with Grant Thornton, or with other representatives of the

Antiguan liquidators or receivers. Submission of evidence of a Claim with the Antiguan liquidators or receivers, whether submitted prior to or after the date of this Order, will not constitute a waiver of the right to submit or otherwise bar a Claimant from submitting a Proof of Claim.

ii. Claims Submitted on Receiver's Website. A Claimant that, through the Receiver's website (http://stanfordfinancialreceivership.com/claims.php), has submitted a "Claimant Form" asserting a Claim and who has received a unique claim number from the Receiver may, but is not required to, submit a Proof of Claim with respect to such Claim. If such a Claimant does not submit a Proof of Claim, the Claimant Form shall be treated as a timely and sufficiently filed Proof of Claim. However, upon request from the Receiver, the Claimant may be required to submit additional supporting documentation in order for the Claim asserted in the Claimant Form to be allowed. Beginning on the date this Bar Date Order is entered, Claimants may no longer submit a Claimant Form but shall, instead, submit a Proof of Claim in accordance with the terms of this Bar Date Order.

f. Supporting Documentation for Proof of Claim. Each Claimant should attach to each Proof of Claim only documents that support such Proof of Claim. Such documentation may include, but is not limited to: copies of personal checks, cashiers checks, wire transfer advices, Stanford International Bank, Ltd. account statements and other documents evidencing the investment or payment of funds; a copy (but not the original) of the Claimant's Stanford International Bank, Ltd. certificate of deposit, and any written contract or agreement made in connection with any investment in or with any Receivership Entity; a chronological accounting of all money received by the Claimant from any Receivership Entity or the Receiver, whether such payments are denominated as the return of principal, interest, commissions, finder's fee, sponsor payments, or otherwise; copies of all documentation and records reflecting or regarding any withdrawals ever made by or payments received by the Claimant from any Receivership Entity or the Receiver; copies of all agreements, promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, evidence of perfection of lien; and other documents evidencing the amount and basis of the Claim. If supporting documentation is not available, the Claimant shall attach to the Proof of Claim an explanation of why the documentation is unavailable.

- g. <u>Materials Claimants Should Not Submit With Proof of Claim</u>. It is not necessary for Claimants to submit, and Claimants should not submit, the following types of materials with a Proof of Claim unless requested by the Receiver or his Claims Agent: (1) marketing brochures and other marketing materials received from Receivership Entities; (2) routine or form correspondence received from Receivership Entities; (3) copies of pleadings on file in this case or other cases related to the Receiver or the Receivership Entities; and (4) other documents received from Receivership Entities that do not reflect Claimant specific information concerning the existence or value of a Claim.
- h. <u>Proof of Claim Must Identify Receivership Entity(ies) if Possible</u>. A Claimant must identify, in the Proof of Claim, the Receivership Entity against which it is asserting a Claim if such information is available to the Claimant. However, a Claimant may submit Proofs of Claim against several or all of the Receivership Entities if, based upon a reasonable investigation, such Claimant believes that it holds a Claim against those Receivership Entities or is unsure which Receivership Entity it holds a Claim against. If the Receiver or his Claims Agent requests additional information regarding the identity of

the Receivership Entity or Receivership Entities against which the Claimant's Claim is properly asserted, the Claimant must respond to the request and provide the requested information if available to the Claimant.

- i. <u>Claimant Must Submit Separate Proof of Claim for Each Type of</u> <u>Claim</u>. If the Claimant reasonably believes that it has or may have more than one type of Claim against the Receivership Entities, the Claimant must submit a separate Proof of Claim for each type of Claim. A Claimant's failure to submit a separate Proof of Claim for each type of Claim shall be a basis for the Receiver to issue a Notice of Deficiency as described further below.
- j. Effect of Failure to Submit Proof of Claim Before Bar Date. Any Claimant who is required to submit a Proof of Claim, but fails to do so in a timely manner shall be forever barred, estopped, and enjoined to the fullest extent allowed by applicable law from asserting, in any manner, such Claim against the Receivership Entities and their respective property or estates; shall not be permitted to object to any distribution plan proposed by the Receiver on account of such Claim; shall be denied any distributions under any distribution plan implemented by the Receiver on account of such Claim; and shall not receive any further notices on account of such Claim. Further, the Receivership Entities and their respective property or estates

shall be discharged from any and all indebtedness or liability with respect to such Claim.

- <u>Requests for Additional Information</u>. If after receiving a Proof of Claim the Receiver determines that he needs additional information to process a claim, the Receiver or his Claims Agent may contact the Claimant by telephone or email to request such additional information from the Claimant.
- 1. Notice of Deficiency. Prior to disallowing a claim for lack of information, the Receiver shall send, by email or mail to an email or physical address provided by the Claimant in the Proof of Claim (if provided) or if no such address was provided, to the original email or physical address to which the Bar Date Notice was sent, a written Notice of Deficiency to the Claimant that specifically identifies the information required to process the Claim. Such Notice of Deficiency shall be substantially in the form attached to this Order as Exhibit 6 (the "Notice of Deficiency"). The Notice of Deficiency shall further state that the Claim will be disallowed for lack of sufficient information if the Claimant does not provide the additional information within sixty (60) days of issuance of the Notice of Deficiency. The Receiver may disallow a Claim if a Claimant fails to respond to a Notice of Deficiency within sixty (60) days of the Notice of Deficiency.

- m. <u>Proofs of Claim Processing and Verification</u>. The Receiver shall make a written determination of each Claim submitted, and the determination shall be based on the provisions of this Order, the applicable law, and a review of the information submitted by the Claimant in light of the information available to the Receiver, including information from the books and records of the Receivership Entities.
- n. <u>Notice of Determination</u>. The Receiver shall provide a written Notice of Determination to each Claimant that submits a Proof of Claim. Such Notice of Determination shall be substantially in the form attached to this Order as Exhibit 7 (the "<u>Notice of</u> <u>Determination</u>"). If the Receiver has disallowed the Claim in whole or in part, the Notice of Determination shall so state and include a statement setting forth the reasons for disallowing the Claim and the date of the Receiver's determination.
- <u>Claimant Objections to Determinations</u>. In order to object to the Receiver's determination of a Claim, the Claimant shall first serve, but not file with the Court, a written objection to the Receiver's determination in accordance with the instructions included with the Receiver's Notice of Determination. The objection shall be served on the Receiver, by United States mail to Stanford Financial Claims, P.O. Box 990, Corte Madera, CA 94976-0990 or email to

info@stanfordfinancialclaims.com, within thirty (30) days of the date of the Receiver's Notice of Determination. The objection shall include: (i) the claim number; (ii) a detailed statement of the reasons for the Claimant's objection to the Receiver's determination; (iii) copies of any document or other writing upon which the Claimant relies; and (iv) mailing, phone, and email contact information for the Claimant. Objections not timely served shall be deemed waived and overruled without the need for further order of this Court or action by the Receiver.

- p. <u>Attempt to Resolve Objection</u>. The Claimant and the Receiver shall attempt to resolve the objection served on the Receiver by the Claimant. All Claimants submitting a Proof of Claim are directed to work in good faith with the Receiver to resolve any objections before submitting them to the Court for determination.
- q. <u>Filing of Objection with Court</u>. If the Receiver and Claimant are unable to resolve an objection served upon the Receiver in accordance with the provisions above, the Claimant shall file the written objection to the Receiver's Notice of Determination with the Court in accordance with the instructions included with the Receiver's Notice of Determination. The objection shall be filed with the Court within ninety (90) days of the date of the Receiver's Notice of Determination. The objection shall include: (i) the claim

number; (ii) a detailed statement of the reasons for the Claimant's objection to the Receiver's Notice of Determination; (iii) copies of any document or other writing upon which the Claimant relies; (iv) mailing, phone, and email contact information for the Claimant; and (v) a certification that the Claimant has conferred in good faith with the Receiver in an effort to resolve the objection without the need for a ruling from the Court. Objections not timely filed with the Court shall be deemed waived and overruled without the need for further order of this Court or action by the Receiver.

r. <u>Court Ruling on Determinations and Objections</u>. The Receiver shall, within sixty (60) days of the date on which the Claimant filed with the Court a written objection to the Receiver's Notice of Determination, move the Court to uphold his determination of the Claim, and serve a copy of the motion on the Claimant or Claimant's counsel. If within sixty (60) days of the date that the Claimant filed a written objection, the Receiver does not file a motion to uphold the determination, the Claimant may then move the Court for a decision on the Claimant's objection to the Notice of Determination. Notwithstanding the procedures outlined herein, the Claimant and the Receiver may stipulate to informally resolve their dispute and may extend by agreement without leave of Court the deadline for

either party to file a motion to have the Court rule on the objection and determination.

- s. <u>No Discovery or Motion Practice</u>. Prior to the Receiver's filing of a motion to uphold his determination or the Claimant's allowed motion for ruling on the Claimant's objection, no discovery or other motion practice shall occur regarding the Receiver's Notice of Determination or facts giving rise to such determination unless the Claimant first seeks and obtains leave of Court, upon a showing of good cause and substantial need to pursue such motion practice or discovery. Filing of such a motion for leave shall not suspend or extend any deadlines set forth in this Order.
- t. <u>Non-Waiver</u>. A Claimant's submission of a Proof of Claim shall not constitute a waiver of the following:
 - Any defenses a Claimant has or may have against litigation claims asserted by the Receiver, including but not limited to any rights the Claimant has or may have to appeal rulings of the trial court in such cases;
 - ii. Any right that a Claimant has or may have to pursue claims against former individual Stanford Financial Group financial advisors who were licensed by FINRA. (Any such causes of action should not be asserted in or resolved by the Receiver's claims procedures, but should instead be asserted, if at all,

directly against those financial advisors only after the Court lifts its litigation stay. *See* Second Amended Receivership Order, July 19, 2010 [1130] (establishing litigation stay).);

- iii. Any right that a Claimant has or may have to pursue claims against persons or entities that are not Receivership Entities as defined herein, subject to any limitations contained in this Court's prior Orders, including but not limited to this Court's Second Amended Receivership Order;
- iv. Any claims, rights, or defenses which the Receiver, or his counsel, agree in a stipulation filed with this Court are not waived by filing of a Proof of Claim.
- u. <u>Authority to Compromise and Settle</u>. The Receiver shall have the authority to compromise and settle any Claim, or resolve any objection to a determination, at any time, as appropriate, without further order of this Court, and all parties to this proceeding are directed to cooperate with the Receiver to the maximum extent possible to achieve swift resolution of disputes concerning claims without the need for a determination by the Court.
- v. <u>Reservation of Rights</u>. Nothing herein shall prejudice any right of the Receiver to dispute, or assert offsets or defenses as to the nature, amount, liability, classification, or otherwise against, any amounts asserted in any Proof of Claim. Nothing contained herein is

intended to preclude the Receiver from objecting to any Proof of Claim on any grounds.

Signed May 4, 2012.

Di Godbey

United States District Judge

<u>Exhibit 1</u>

Gilardi Engagement Letter

ORDER – PAGE 23



3301 Kerner Blvd. San Rafael, CA 94901 P: (415) 461-0410 F: (415) 256-9757

March 16, 2012

Ralph S. Janvey, Esq., Receiver Stanford Financial Receivership Estate c/o Craig N. Adams, Esq. Baker Botts L.L.P. 2001 Ross Avenue Dallas, Texas 75201

Re: S.E.C. v. Stanford International Bank, Ltd., Et Al. (Case No.: 3-09-CV-0298-N)

This Letter of Engagement (the "LOE") will memorialize the understanding, scope and agreement between The Court-appointed receiver in the above captioned matter, Ralph S. Janvey, as the Courtappointed receiver for Stanford International Bank, Ltd., Stanford Group Company, Stanford Capital Management, LLC, R. Allen Stanford, James M. Davis, Laura Pendergest-Holt and all corporate entities owned or controlled by the foregoing (the "Customer"), on the one hand, and Gilardi & Co. LLC, ("Gilardi"), on the other hand (jointly, the "Contract Parties"), in regard to the notice and administrative services related to this matter. The Contract Parties agree that Gilardi will provide notice, claims administration and asset distribution services at its standard professional hourly rates, which are as follows:

 Principals:
 \$275

 Senior Managers:
 \$175

 Managers:
 \$150

 Supervisors:
 \$105 to \$115

 Staff:
 \$60 to \$75

The Contract Parties further agree to be bound by the terms and conditions set forth in the document attached hereto as Exhibit A.

Upon acceptance of this LOE, please initial Exhibit A in the space provided, execute below and return to Gilardi & Co. LLC. The Contract Parties understand and agree that the LOE is subject to the approval of the United States District Court for the Northern District of Texas, Dallas Division, which is the court with exclusive jurisdiction in Case No. 3-09CV0298-L.

Gilardi appreciates this opportunity. We look forward to a successful claims administration and distribution in this matter.

Peter L. Zrudo Chief Executive Officer Gilardi & Co. LLC

3/14/2012

P: (415) 461-0410 | www.gilardi.com | F: (415) 461-0412

3/16/12 Date llean Ralph S. Janvey, Receiver Stanford Financial Receivership Estate P: (415) 461-0410 / www.gilardi.com / F: (415) 461-0412

Exhibit A – Terms and Conditions

1. <u>Services</u>. Subject to the terms hereof, Gilardi agrees to provide the Customer with claims administration services (hereinafter, "Services") as set forth in the attached Letter of Engagement.

 Tem. The terms of this agreement will remain in effect until completion of the Services, unless earlier terminated in accordance with Section 10 hereof.

3. <u>Charges for Services</u>. Charges to the Customer for Claims Services shall be as set forth in the Letter of Engagement. Any fee estimates set forth in prior proposals are estimates only, based on information provided by Customer to Gilardi. Actual fees charged by Gilardi to Customer may be greater or less than such estimate, and Customer shall be responsible for the payment of all such charges and expenses in accordance with Section 4 hereof. Furthermore, Customer will be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by the Customer hereunder.

4. <u>Payment of Charges</u>. Gilardi understands that the Stanford Financial Receivership Estate (and not the Receiver individually) will be solely responsible for payment of its fees and expenses. All monthly involces submitted by Gilardi shall be submitted to the Court by the Receiver for authorization and approval on the same basis as other professionals retained by the Receiver. Payment shall be due within thirty (30) days after approval of the invoices by the Court. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law.

5. <u>Confidentiality</u>. Gilardi agrees to implement and maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Customer data provided to Gilardi by Customer in connection herewith. Should Gilardi ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Customer, Gilardi will promptly notify the Customer, unless prohibited by applicable law. The Customer shall have the option to (1) provide legal representation at the Customer's expense to avoid such access or (2) promptly reimburse Gilardi for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Gilardi is required, pursuant to a court order, to produce documents, disclosed data, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Gilardi will not be tiable for breach of said obligation.

 <u>Rights in Data</u>. The Contract Parties do not convey nor obtain any right in the programs, system data, or materials utilized or provided in the ordinary course of business in the performance of this Agreement.

7. <u>Document Retention</u>. Gilardi will seek and follow instructions from the Customer or his counsel regarding retention and preservation of documents, data and records relating to the services provided under the Letter of Engagement. At a minimum, Gilardi will maintain and preserve, until he receives different instructions in writing from the Customer or his counsel, all claim forms, claims data, electronic and hard copy communications, bank records and tax records.

8. <u>Limitation of Liability: Disclaimer of Warranty</u>. Gilardi warrants that its Services will be performed with reasonable care in a diligent and competent matter. Gilardi's sole obligation will be to correct any non-conformance with this warranty. Gilardi shall not be liable, whether under theories of contract, negligence or other tort, statutory duty or other theories of liability in an amount exceeding the total charges to the Customer for the specific work affected by the error or omission. Gilardi will not be liable for any incidental, special, indirect, consequential or exemplary damages of any kind; or for any lost profits, lost opportunities, business interruption or for any liability incurred by the Customer or others to any third party. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN

LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR PARTICULAR PURPOSE.

9. <u>Termination</u>. The Services to be provided under this Agreement may be terminated at will by the Customer upon written notice to Gilardi. The Customer shall be obligated to pay for Services or other work performed under the Letter of Engagement prior to termination. Gilardi may terminate this Agreement (i) with 30 catendar days' prior written notice, if the Customer is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Customer, subject to Court approval.

10. <u>Notice</u>. Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by certified mail, postage prepaid, or overnight courier service to the responsible officer or principal of Gilardi or the Customer, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courter service.

11. Force Maleure. To the extent performance by Gilardi of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Gilardi's reasonable control, then . subject to Court approval, such performance shall be excused and this Agreement be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

12. <u>Nonwaiver of Rights</u>. No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

13. Jurisdiction. The parties hereto irrevocably and unconditionally submit to the jurisdiction of the United States District Court for the Northern District of Texas, Dallas Division, the Honorable David Godbey presiding (the "Court") for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

14. <u>Survival</u>. All accrued payment obligations hereunder, any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 7 (Rights in Data); Section 5 (Confidentiality), Section 9 (Limitation of Liability; Disclaimer of Warranty), and Section 14 (Jurisdiction).

15. <u>Entire Agreement</u>. These Terms and Conditions and the Letter of Engagement embody the entire agreement between the parties with respect to the subject matter hereof, and cancel and supersede all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party. unless approved in writing by such party's authorized representative.

P: (415) 461-0410 | www.gilardi.com | F: (415) 461-0412

Initials:

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Exhibit 2

FTI Engagement Letter

ORDER – PAGE 27



FTI Consulting

2001 Ross Avenue Suite 400 Dallas, TX 75201

214.397.1600 telephone 214.397.1784 facsimile www.fticonsulting.com

March 12, 2012

Baker Botts Kevin M. Sadler 1500 San Jacinto Center 98 San Jacinto Boulevard Austin, Texas 78701-4078

Re: Stanford Financial Receivership Claims Reconciliation

Dear Mr. Sadler:

This letter will confirm the retention of FTI Consulting, Inc. ("FTI") by Baker Botts L.L.P. ("Counsel"), in connection with its representation of Ralph S. Janvey in his capacity as Receiver of the Stanford Group Company and its related entities ("Client") in the above referenced matter (the "Engagement"). FTI will work under the direction of Counsel in this matter.

FTI has evaluated the nature of the proposed engagement and the substantive issues presented in accordance with its routine client engagement practices. Based on FTI's evaluation, FTI has determined that it may proceed with this Engagement.

UNDERSTANDING OF OUR ROLE

FTI's work, to be performed under the direction of Counsel, is to assist Counsel and Client with consultation and analysis concerning Stanford Financial Receivership claims reconciliation and to perform such other tasks as may be identified during the course of this Engagement with the understanding that someone from FTI may be called upon by Counsel to provide expert testimony in the future. Counsel and FTI will discuss and mutually agree on which FTI professional would serve as the expert.

All professional conclusions will be those of the FTI professionals working on this matter. Counsel and the Client will make available to FTI the documents necessary for FTI to complete the analysis. Should FTI determine that additional documents are necessary, FTI will make all requests for such records through Counsel.

FTI performs all engagements in a legal and ethical manner and adheres to all applicable privacy laws.

ENGAGEMENT STAFFING AND FINANCIAL ARRANGEMENTS

I, Jeffrey Ferguson, will participate as Managing Director, maintaining overall administrative responsibility for the Engagement, including billing and client relations. I will be actively involved in the performance of the Engagement and will use such other staff for assistance as deemed necessary. FTI's work will be billed at established hourly rates applied to productive hours engaged in providing service and out-of-pocket expenses. Hourly rates are based upon the experience and skills of the personnel involved.

The current established hourly rates by professional level are the following ranges:

Title	Rate Range
SMD	\$580 - \$720
MD	\$440 - \$590
Director	\$380 - \$520
Senior Consultant	\$260 - \$400
Consultant	\$180 - \$270

FTI's rates are subject to adjustment from time to time and at least annually effective January 1. FTI will advise Client and Counsel immediately if a rate adjustment is being made. Further, if any work needs to be performed by FTI personnel in our international offices, such work will be billed at the standard rates set forth for the specific international office.

FTI understands that the Stanford Financial Receivership estate (and not the Client or Counsel, individually) will be solely responsible for payment of its fees and expenses. As such, FTI will submit invoices for its fees and expenses incurred in connection with this Engagement directly to the Client, with a copy sent to Counsel. The parties acknowledge and agree that the attorney-client privilege between Counsel and Client shall remain notwithstanding the fact that Client is billed directly for services provided under this Engagement. The name and address of the Client designee to receive and approve FTI's invoice is indicated on the signature page of this letter.

FTI will bill for reimbursement of reasonable and customary out-of-pocket expenses that are directly incurred on the Engagement, such as messenger, travel, meals, accommodations, and other expenses specifically related to the Engagement.

Further, if FTI and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to this Engagement, Client will compensate FTI at its regular hourly rates and FTI will be reimbursed for reasonable direct and allocated expenses (including counsel fees) with respect thereto.

All invoices delivered at the end of the month will be submitted to the Court for final authorization and approval. All payments will be due within 30 days of approval by the Court. For your information and use, FTI's Taxpayer Identification Number is 52-1261113.

Without limiting FTI's other rights and remedies, in the event any payment is not paid by Client within thirty (30) days of the date of approval by the Court, then interest shall accrue, from the thirty-first (31st) day until payment in full is received, at the rate of one and one half (1 ½ %) percent per month. Nothing herein shall be construed as extending the due date of payments to be made by Client under this Agreement. In addition to any other remedies set forth above, and any other remedies available at law, FTI reserves the right to halt further services until payment is received on past-due invoices. It is FTI's normal practice to be paid in full for all work performed to date prior to issuance of a report, deposition testimony and/or trial testimony. Client agrees to pay all court costs, attorney fees (whether or not contingent on collection from Client) and other expenses which may be associated with the collection of unpaid invoices.

FTI's fees and expenses are not contingent upon the final results, nor does it guarantee any result or resolution in connection with this Engagement. FTI will meet with Counsel regularly to discuss the ongoing work and associated fees and FTI will rely on Counsel to communicate these items to the Client.

OTHER MATTERS

FTI understands that its work product and files may become subject to discovery; however, until such materials are sought by subpoena or other process, they will be maintained by FTI as confidential. It is agreed that those materials and all other working papers and other documents prepared by FTI pursuant to this Engagement will be maintained as confidential materials and will not be disclosed to third parties without Counsel's consent, except as may be required by law, regulation, or judicial or administrative process. Client is entitled to copies upon request. Unless prohibited by law, FTI agrees to notify Counsel promptly of any of the following events: (a) a request by anyone to examine, inspect, or copy such documents or records; or (b) any attempt to serve, or the actual service of, any court order, subpoena, or summons upon FTI that requires the production of such documents or records. It is further understood that if FTI is not requested by Counsel to provide expert testimony in connection with this Engagement, all opinions and work product of FTI shared with Counsel or the Client shall be maintained as confidential and shall not be shared with any other person or entity. Notwithstanding, the above, it is understood that FTI's periodic analysis and conclusions regarding Stanford will be utilized by the Receiver to meet his obligations including working with associated custodians and associated persons and making such reports to the Court regarding assets and claims as he finds advisable in his sole discretion.

Client and Counsel agree that FTI shall not be liable under this agreement to the Client, Counsel, or their respective successors, assigns or affiliates for damages in excess of the total amount of the fees paid to FTI under this agreement. In no event shall FTI be liable for punitive or consequential damages of any kind. The terms of this paragraph shall survive the termination of this agreement and shall apply to any controlling person, director, officer, employee or affiliate of FTI.

The Engagement shall be governed by and interpreted in accordance with the laws of the State of Texas, without giving effect to the choice of law provisions thereof.

The United States District Court for the Northern District of Texas, Dallas Division, the Honorable David Godbey presiding, shall have exclusive jurisdiction in relation to any claim, dispute or

difference concerning the Engagement and any matter arising from it. The parties submit to the jurisdiction of such Court and irrevocably waive any right they may have to object to any action being brought in this Court, to claim that the action has been brought in an inconvenient forum or to claim that the Court does not have jurisdiction. In the event that differences concerning the services or other matters arising hereunder should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense, Counsel, the Client and FTI irrevocably and unconditionally agree to waive a trial by jury in any action, proceeding or counterclaim arising out of or relating to the Engagement.

Counsel and the Client acknowledge their respective agreement with the terms stated herein as evidenced by their signatures below. Please return to FTI the signed copy of this letter. FTI will not be able to begin work until it has received an engagement letter properly executed by Counsel and the Client. If this letter is not executed by Counsel and Client and returned to FTI within ten days of the date of this letter, the offer to provide services is revoked and this letter of engagement shall be deemed null and void. FTI, Counsel and Client understand and agree that the terms and conditions of the Engagement as set forth herein are subject to the approval of the Court.

We look forward to working with you on this important matter.

Very truly yours, FTI CONSULTING, INC.

By: 7. 2 eff

Jeffrey Ferguson

Accepted by: Baker Botts LLP

By: Cray n (Title: _ 3 Date:

Accepted by: Ralph S. Janvey (As Receiver For Stanford Group Company, et al.)

Ву: _ Title: Minus Date: 3/16/12

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Exhibit 3

Bar Date Notice

ORDER – PAGE 33

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

SECURITIES AND EXCHANGE COMMISSION,	§	
	§	
Plaintiff,	§	
	§	
V.	§	Case No. 3:09-CV-0298-N
	§	
STANFORD INTERNATIONAL BANK, LTD., ET AL.,	§	
	§	
Defendants.	§	

NOTICE OF BAR DATE AND PROCEDURES FOR SUBMITTING PROOFS OF CLAIM

TO: ALL CLAIMANTS OF THE STANFORD RECEIVERSHIP ENTITIES

PLEASE TAKE NOTICE OF THE FOLLOWING:

On [], the United States District Court for the Northern District of Texas — Dallas Division (the "District Court") entered an order in the above-captioned case (the "Bar Date Order") establishing [____], at 11:59 p.m. (prevailing Central Time) as the deadline (the "Bar Date") for certain claimants to submit a completed and signed Proof of Claim Form under penalty of perjury, together with supporting documentation (a "Proof of Claim Form"), against the Defendants in the above-captioned case² and all the entities they own or control (collectively, the "Receivership Entities").³

1. WHAT IS THE BAR DATE?

The Bar Date is the date by which the individuals and entities described below must submit a Proof of Claim Form with the Receiver's Claim Agent in the manner indicated below. The Bar Date is [_____], at 11:59 p.m. (prevailing Central Time), and all Proof of Claim Forms must be postmarked on or before that deadline. For Proof of Claim Forms sent by mail, an official postmark shall serve as proof of the date sent. Claimants who choose to submit Proof of Claim Forms by courier service, hand delivery, electronic mail or facsimile

² 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 Company; and The Stanford Financial Group Building, Inc.

³ The Receivership Entities include, without limitation: Stanford International Bank, Ltd.; Stanford Financial Group Company; Stanford Group Company; Stanford Trust Company; Stanford Capital Management, LLC; Stanford Coins & Bullion, Inc.; and the entities listed in Exhibit 8 to the Bar Date Order [Doc. [____]] and on the Receiver's website at http://stanfordfinancialreceivership.com/.

should retain a copy of their bill of lading or other proof that their Proof of Claim Form was sent by the Bar Date. Please note that any Proof of Claim Forms submitted after the Bar Date will be subject to disallowance, which means that you would not receive any distribution from the Receiver or the Receivership Entities.

2. WHO NEEDS TO SUBMIT A PROOF OF CLAIM FORM?

All persons or entities (including, without limitation, individuals, partnerships, corporations, joint ventures, estates, trusts, and governmental units) that believe they possess a potential or claimed right to payment, or a potential claim of any nature, against any of the Receivership Entities and believe that they are owed any money by, or are entitled to a distribution from, any of the Receivership Entities must submit a Proof of Claim Form, unless otherwise expressly stated herein, regardless of whether such claim has been acknowledged by the Receiver (each a "<u>Claimant</u>").

Claimants include, but are not limited to, any person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, estates, trusts, and governmental units) that holds a Claim. Without limiting the generality of the foregoing, Claimants specifically include, but are not limited to, any person or entity holding:

- a Claim based on an investment in, with or through a Receivership Entity or a customer transaction with or through a Receivership Entity ("<u>Customer Claims</u>"), including but not limited to claims relating to
 - certificate(s) of deposit issued by Stanford International Bank, Ltd. ("<u>Stanford International</u> <u>Bank, Ltd. CD Claim</u>");
 - other customer accounts or transactions with Stanford International Bank, Ltd. ("<u>Other Stanford</u> <u>International Bank, Ltd. Claim</u>");
 - investments in, with or through Stanford Coins & Bullion, Inc. or other customer transactions relating to coins and bullion ("<u>Coin & Bullion Claim</u>");
 - investments in partnerships or other entities sponsored by a Receivership Entity ("<u>Partnership</u> <u>Claim</u>");
 - investments in and transactions relating to brokerage accounts held through a Receivership Entity ("<u>Brokerage Account Claim</u>");
 - investments in, with or through or customer transactions with Stanford Development Company ("<u>Stanford Development Company Claim</u>"); and
 - investments in, with or through any other Receivership Entity or a customer transaction with

any other Receivership Entity ("<u>Other Customer</u> <u>Claim</u>").

- a Claim of any other kind whatsoever against any Receivership Entity, including, without limitation, Claims based on or relating to
 - the provision of goods or services to any Receivership Entity for which payment has not been made in whole or in part ("<u>Services Claim</u>");
 - real estate owned or leased by Receivership Entities, including but not limited to past due rent ("Real Estate Claim");
 - money loaned to any Receivership Entity and that has not been repaid in whole or in part ("Loan <u>Claim</u>");
 - unpaid wages, compensation, or other employment benefits ("<u>Employment Compensation Claim</u>");
 - tax liabilities, including those held by federal, state, local or other governmental entities or authorities ("<u>Tax Claim</u>"); and
 - primary, secondary, direct, indirect, secured, unsecured, or contingent liability, whether based on contract, tort, indemnity, reimbursement, subrogation, or other legal or equitable theory ("<u>Other Claim</u>").

This notice is being sent to many persons and entities that have had some relationship or have done business with the Receivership Entities. The fact that you have received this notice does not necessarily mean that you are a Claimant, that you have a valid claim, or that the District Court or the Receiver believes you have a claim against the Receivership Entities.

3. DO I NEED TO SUBMIT A PROOF OF CLAIM FORM IF I HAVE PREVIOUSLY SUBMITTED EVIDENCE OF A CLAIM TO THE LIQUIDATORS IN ANTIGUA?

Yes. There is a proceeding pending in the courts of Antigua and Barbuda, in which those courts have appointed liquidators for Stanford International Bank, Ltd. and receivers for Stanford Trust Company Limited (an Antiguan entity controlled by R. Allen Stanford). A Claimant that has submitted evidence of a Claim with the Antiguan liquidators or receivers or that has a Claim as a beneficiary of a trust for which Stanford Trust Company Limited is the trustee must submit a Proof of Claim Forms evidencing such Claim in order to be entitled to receive a distribution from any of the Receivership Entities. This includes, but is not limited to, any claim registered through the prior Antiguan liquidators' website or with Vantis plc, through the current Antiguan liquidators' website or with Grant Thornton, or with other representatives of the Antiguan liquidators or receivers.
Submission of evidence of a Claim with the Antiguan liquidators or receivers, whether submitted prior to or after the date of the Bar Date Order, will not constitute a waiver of the right to submit or otherwise bar a Claimant from submitting a Proof of Claim Form with the Receiver.

4. DO I NEED TO SUBMIT A PROOF OF CLAIM FORM IF I HAVE PREVIOUSLY SUBMITTED EVIDENCE OF A CLAIM TO THE RECEIVER?

No. A Claimant that has previously submitted a "Claimant Form" through the Receiver's website (<u>http://stanfordfinancialreceivership.com/claims.php</u>) and who has received a unique claim number from the Receiver may, but is not required to, submit a Proof of Claim Form with respect to such Claim. If such a Claimant does not submit a Proof of Claim Form, the Claimant Form will be treated as a timely and sufficiently filed Proof of Claim Form. However, upon request from the Receiver, or his Claims Agent, the Claimant will be required to submit additional supporting documentation in order for the claim asserted in the Claimant Form to be allowed. Beginning on [_____], the date the Bar Date Order was entered, Claimants may no longer submit a Claimant Form but shall, instead, submit a Proof of Claim Form in accordance with the terms of the Bar Date Order.

5. WHAT ARE THE CONSEQUENCES OF NOT SUBMITTING A PROOF OF CLAIM FORM?

ANY CLAIMANT WHO IS REQUIRED TO SUBMIT A PROOF OF CLAIM FORM, BUT THAT FAILS TO DO SO IN A TIMELY MANNER, WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW FROM ASSERTING, IN ANY MANNER, SUCH CLAIM AGAINST THE RECEIVERSHIP ENTITIES AND THEIR RESPECTIVE PROPERTY OR ESTATES; WILL NOT BE PERMITTED TO OBJECT TO ANY DISTRIBUTION PLAN PROPOSED BY THE RECEIVER ON ACCOUNT OF SUCH CLAIM; WILL BE DENIED ANY DISTRIBUTIONS UNDER ANY DISTRIBUTION PLAN IMPLEMENTED BY THE RECEIVER ON ACCOUNT OF SUCH CLAIM; AND WILL NOT RECEIVE ANY FURTHER NOTICES ON ACCOUNT OF SUCH CLAIM. FURTHER, THE RECEIVERSHIP ENTITIES AND THEIR RESPECTIVE PROPERTY OR ESTATES WILL BE DISCHARGED FROM ANY AND ALL INDEBTEDNESS OR LIABILITY WITH RESPECT TO SUCH CLAIM.

6. WHERE CAN I GET A COPY OF THE PROOF OF CLAIM FORM?

For your convenience, enclosed with this notice is a Proof of Claim Form. A copy of the Proof of Claim Form is also available at www.stanfordfinancialclaims.com. Additional information can be found on the Receiver's website at www.stanfordfinancialreceivership.com and on the Examiner's website at www.lpflaw.com/sub/stanford.jsp. The Receiver will also provide this notice and the Proof of Claim Form to any potential Claimant who makes a written request for such documents to (a) the e-mail address info@stanfordfinancialclaims.com; (b) the address of the Receiver's Claims Agent,

Stanford Financial Claims, P.O. Box 990, Corte Madera, CA 94976-0990; or (c) via telephone at 1-866-964-6301.

7. HOW DO I SUBMIT MY PROOF OF CLAIM FORM?

A completed and signed Proof of Claim Form, together with supporting documentation, must be submitted to the Receiver's Claims Agent, so as to be postmarked no later than [____], at 11:59 p.m. (prevailing Central Time).

Proof of Claim Forms must be submitted to the Receiver's Claims Agent (a) electronically online at www.stanfordfinancialclaim.com; (b) by mail to Stanford Financial Claims, P.O. Box 990, Corte Madera, CA 94976-0990; (c) by express courier service or hand delivery, to Stanford Financial Claims, 3301 Kerner Blvd., San Rafael, CA 94901; (d) by electronic mail, as an attachment in portable document format (.pdf), to info@stanfordfinancialclaims.com or (e) by facsimile or by telecopy to (415)-258-9639. If you do not receive an acknowledgement via postcard and/or email of receipt of your claim form within forty (40) days of your mailing the form, then please contact the Claims Agent at info@stanfordfinancialclaims.com or toll free at 1-(866)-964-6301. Proof of Claim Forms should not be filed with the District Court, and any Proof of Claim Form so filed will not be considered properly submitted.

You must identify, in the Proof of Claim Form, the Receivership Entity against which you are asserting a Claim if such information is available to you. However, you may submit Proof of Claim Form against several or all of the Receivership Entities if, based upon a reasonable investigation, you believe that you hold a Claim against those Receivership Entities or are unsure which Receivership Entity you hold a Claim against. If the Receiver or his Claims Agent requests additional information regarding the identity of the Receivership Entity or Receivership Entities against which your Claim is properly asserted, you must respond to the request and provide the requested information if available to you.

If you reasonably believe that you have or may have more than one type of Claim against the Receivership Entities, you must submit a separate Proof of Claim Form for each type of Claim. A failure to submit a separate Proof of Claim Form for each type of Claim shall be a basis for the Receiver to issue a Notice of Deficiency as described further below.

8. SUPPORTING DOCUMENTS

Please attach to your Proof of Claim Form only documents that support your Proof of Claim Form. Such documentation may include, but is not limited to: copies of personal checks, cashiers checks, wire transfer advices, Stanford International Bank, Ltd. account statements and other documents evidencing the investment or payment of funds; a copy of your Stanford International Bank, Ltd. certificate of deposit, and any written contract or agreement made in connection with any investment in or with any Receivership Entity; a chronological accounting of all money received by the Claimant from any Receivership Entity or the Receiver, whether such payments are denominated as the return of principal, interest, commissions, finder's fee, sponsor payments, or otherwise; copies of all documentation and records reflecting or regarding any withdrawals ever made by or payments received by the Claimant from any Receivership Entity or the Receiver; copies of all agreements, promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, evidence of perfection of lien; and other documents evidencing the amount and basis of the Claim. DO NOT SEND ORIGINAL DOCUMENTS. If such supporting documentation is not available, please explain why in an addendum that is attached to your Proof of Claim Form.

Please do not submit the following types of materials with a Proof of Claim Form unless requested by the Receiver or his Claims Agent: (1) marketing brochures and other marketing materials received from Receivership Entities; (2) routine or form correspondence received from Receivership Entities; (3) copies of pleadings on file in any case involving the Receiver or the Receivership Entities, and (4) other documents received from Receivership Entities that do not reflect Claimant specific information concerning the existence or value of a Claim.

9. REQUESTS FOR ADDITIONAL INFORMATION AND NOTICES OF DEFICIENCY

If after receiving a Proof of Claim Form the Receiver determines that he needs additional information to process a Claim, the Receiver or his Claims Agent may contact you by telephone, mail or email to request such additional information.

Prior to disallowing a Claim for lack of information, the Receiver will send to you, by email or mail to an email or physical address provided by you in the Proof of Claim Form (if provided) or if no such address was provided, to the original email or physical address to which the Bar Date Notice was sent, a written Notice of Deficiency that specifically identifies the information required to process the Claim. The Notice of Deficiency will further state that the Claim will be disallowed for lack of sufficient information if you do not provide the additional information within sixty (60) days of issuance of the Notice of Deficiency. The Receiver may disallow a Claim if you fail to respond to a Notice of Deficiency within sixty (60) days of the Notice of Deficiency.

10. NOTICE OF DETERMINATION

The Receiver or his Claims Agent will provide a written Notice of Determination to each Claimant that submits a Proof of Claim Form. If the Receiver has disallowed the Claim in whole or in part, the Notice of Determination shall so state and will include a statement setting forth the reasons for disallowing the Claim. The Notice of Determination will provide instructions for challenging the Receiver's determination.

11. COOPERATION

The Court has directed all parties and Claimants to cooperate with the Receiver to the maximum extent possible to achieve swift resolution of disputes concerning Claims without the need for a determination by the Court.

12. CONSENT TO JURISDICTION

If you submit a Proof of Claim Form in this case, you consent to the jurisdiction of the District Court for all purposes related to this claim and agree to be bound by its decisions, including, without limitation, a determination as to the validity and amount of any claims asserted against the Receivership Entities. In submitting a Proof of Claim Form, you agree to be bound by the actions of the District Court even if that means your claim is limited or denied.

13. **RESERVATION OF RIGHTS**

The Receiver reserves the right to dispute, or assert offsets or defenses as to the nature, amount, liability, classification, or otherwise against, any amounts asserted in any Proof of Claim Form. Nothing set forth in this notice or the Proof of Claim Form shall preclude the Receiver from objecting to any Proof of Claim Form, on any grounds.

Dated this [__] day of [____].

BY ORDER OF THE HONORABLE DAVID GODBEY UNITED STATES DISTRICT COURT JUDGE

BAKER BOTTS L.L.P.

ATTORNEYS FOR RECEIVER RALPH S. JANVEY

Exhibit 4

Proof of Claim Form

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Please completely fill in the circle below if the question applies.

Were you ever an employee, officer or director of a receivership entity? If so, please identify the receivership entity and provide the dates of your employment or work, your title and your responsibilities:

Please completely fill in the circle below if the question applies.

Are you now or were you ever related to any person who worked for or with a receivership? If so, please identify the person to whom you are/were related and describe the relationship:

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page. YOU MUST READ AND SIGN THE RELEASE ON PAGE 6. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.



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PART IV. DECLARATIONS & SIGNATURE

SUPPORTING DOCUMENTATION: Please attach to your Proof of Claim Form only documents that support your Proof of Claim Forms. Such documentation may include, but is not limited to: copies of personal checks, cashiers checks, wire transfer advices, Stanford International Bank, Ltd. account statements and other documents evidencing the investment or payment of funds; a copy of your Stanford International Bank, Ltd. certificate of deposit, and any written contract or agreement made in connection with any investment in or with any Receivership Entity; a chronological accounting of all money received by the Claimant from any Receivership Entity or the Receiver, whether such payments are denominated as the return of principal, interest, commissions, finder's fee, sponsor payments, or otherwise; copies of all documentation and records reflecting or regarding any withdrawals ever made by or payments received by the Claimant from any Receivership Entity or the Receiver; invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, evidence of perfection of lien; and other documents evidencing the amount and basis of the Claim. DO NOT SEND ORIGINAL DOCUMENTS. If such documentation is not available, please attach an explanation of why the documents are unavailable.

Please do not submit the following types of materials with a Proof of Claim Forms unless requested by the Receiver or his Claims Agent: (1) marketing brochures and other marketing materials received from Receivership Entities; (2) routine or form correspondence received from Receivership Entities; (3) copies of pleadings on file in any case involving the Receiver or the Receivership Entities; and (4) other documents received from Receivership Entities that do not reflect Claimant specific information concerning the existence or value of a Claim.

VERIFICATION OF CLAIMS: All Proof of Claim Forms submitted are subject to verification by the Receiver and approval by the Court. It is important to provide complete and accurate information to facilitate this effort. Claimants may be asked to supply additional information to complete this process

CONSENT TO JURISDICTION: By submitting your Proof of Claim Form, you consent to the jurisdiction of the United States District Court for the Northern District of Texas for all purposes and agree to be bound by its decisions, including, without limitation, a determination as to the validity and amount of any claims asserted against the Receivership Entities. In submitting your Proof of Claim Form, you agree to be bound by the actions of the United States District Court for the Northern District of Texas even if that means your claim is limited or denied.

(Sign your name here)

(Date)

(Type or print your name here)

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

Submit your Proof of Claim Form and supporting documentation to the Receiver's Claims Agent: (1) electronically online at www.stanfordfinancialclaims.com; (2) By email at info@stanfordfinancialclaims.com; (3) by mail to Stanford Financial Claims, P.O. Box 990, Corte Madera, CA 94976-0990; (4) by courier service or hand delivery to Stanford Financial Claims, 3301 Kerner Blvd, San Rafael, CA 94912; or (5) by facsimile or by telecopy to 415-258-9639.

Reminder Checklist:

- Please sign the above declaration.
- 2. Remember to attach supporting documentation, if available.
- 3. Keep a copy of your claim form and all supporting documentation for your records.
- If you move, please send the Claims Agent your new address.



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<u>Exhibit 5</u>

Bar Date Publication Notice

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

ş	
§	
§	Case No. 3:09-CV-0298-N
§	
§	
§	
SUBMIT A	A PROOF OF CLAIM FOR
ERSHIP E	NTITIES LISTED IN THE BOX BE

PLEASE TAKE NOTICE THAT the United States District Court for the Northern District of Texas has entered an order establishing _____, 2012, at 11:59 p.m. (prevailing Central Time) (the "<u>Bar Date</u>") as the last date for each person or entity (including individuals, partnerships, corporations, joint ventures estates, trusts and governmental units) who asserts a claim (collectively, "<u>Claimants</u>", as more specifically defined below) against any of the Receivership Entities listed in the box below to submit a Proof of Claim Form.

Receivership Entities Stanford International Bank, Ltd. Stanford Trust Company Stanford Group Company Stanford Financial Group Company Stanford Capital Management, LLC Stanford Coins & Bullion, Inc. The list above contains only the more significant of the Receivership Entities. A complete list of the Receivership Entities is available at <u>www.stanfordfinancialclaims.com</u>

A Claimant must identify, in the Proof of Claim Form, the Receivership Entity against which it is asserting a Claim if such information is available to the Claimant. However, a Claimant may submit Proof of Claim Forms against several or all of the Receivership Entities if, based upon a reasonable investigation, such Claimant believes that it holds a Claim against those Receivership Entities or is unsure which Receivership Entity against which it holds a Claim. If the Receiver or his Claims Agent requests additional information regarding the identity of the Receivership Entity or Receivership Entities against which the Claimant's Claim is properly asserted, the Claimant must respond to the request and provide the requested information if available to the Claimant.

The Bar Date and claims filing procedures set forth below apply to all claims against the Receivership Entities that arose prior to February 16, 2009, the date the Receiver was appointed. If you believe any of the Receivership Entities may owe you money, you should consider filing a claim before the applicable Bar Date. Holders of claims that arose after February 16, 2009 are not required to submit a Proof of Claim Form at this time.

WHO MUST SUBMIT A PROOF OF CLAIM FORM

You **MUST** submit a Proof of Claim Form if you have a Claim against any of the Receivership Entities that arose prior to February 16, 2009. This includes any Claim based on acts or omissions of Receivership Entities that occurred before February 16, 2009, even if those claims are not now fixed, liquidated, or certain and did not mature or become fixed, liquidated or certain before that date.

All persons or entities (including, without limitation, individuals, partnerships, corporations, joint ventures, estates, trusts, and governmental units) that believe they possess a potential or claimed right to payment, or a claim of any nature, against any of the Receivership Entities and believe that they are owed any money by, or are entitled to a distribution from, any of the Receivership Entities must submit a Proof of Claim Form, unless otherwise expressly stated herein, regardless of whether such claim has been acknowledged by the Receiver (each a "<u>Claimant</u>").

Claimants include, but are not limited to, any person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, estates, trusts, and governmental units) that holds a Claim. Without limiting the generality of the foregoing, Claimants specifically include, but are not limited to, any person or entity holding:

a Claim based on an investment in, with or through a Receivership Entity or a customer transaction with or through a Receivership Entity ("Customer Claims"), including but not limited to claims relating to (1) certificate(s) of deposit issued by Stanford International Bank, Ltd. ("Stanford International Bank, Ltd. CD Claim"); (2) other customer accounts or transactions with Stanford International Bank, Ltd. ("Other Stanford International Bank, Ltd. (Claim"); (3) investments in, with or through Stanford Coins & Bullion, Inc. or other customer transactions relating to coins and bullion ("Coin & Bullion Claim"); (4) investments in partnerships or other entities sponsored by a Receivership Entity ("Partnership Claim"); (5) investments in and transactions relating to brokerage accounts held through a Receivership Entity ("Brokerage Account Claim"); (6) investments in, with or through or customer transactions with Stanford Development Company ("Stanford Development Company Claim"); and (7) investments in, with or through any other

Receivership Entity or a customer transaction with any other Receivership Entity ("Other Customer Claim"); and

a Claim of any other kind whatsoever against any Receivership Entity, including, without limitation, Claims based on or relating to (1) the provision of goods or services to any Receivership Entity for which payment has not been made in whole or in part ("Services Claim"); (2) real estate owned or leased by Receivership Entities, including but not limited to past due rent ("Real Estate Claim"); (3) money loaned to any Receivership Entity and that has not been repaid in whole or in part ("Loan Claim"); (4) unpaid wages, compensation, or other employment benefits ("Employment Compensation Claim"); (5) tax liabilities, including those held by federal, state, local or other governmental entities or authorities ("Tax Claim"); and (6) primary, secondary, direct, indirect, secured, unsecured, or contingent liability, whether based on contract, tort, indemnity, reimbursement, subrogation, or other legal or equitable theory ("Other Claim").

If the Claimant reasonably believes that it has or may have more than one type of Claim against the Receivership Entities, the Claimant must submit a separate Proof of Claim Form for each type of Claim. A Claimant's failure to submit a separate Proof of Claim Form for each type of Claim shall be a basis for the Receiver to issue a Notice of Deficiency, to which the Claimant must respond.

WHO DOES NOT NEED TO SUBMIT A PROOF OF CLAIM:

"Administrative Claimants" that provided goods or services to the Receivership Entities or the Receiver after the Receiver was appointed on February 16, 2009, are not required to submit a Proof of Claim Form prior to the Bar Date. Claimants that have previously submitted a "Claimant Form" through the Receiver's website (http://stanfordfinancialreceivership.com/claims.php) are not required to submit a proof of claim prior to the Bar Date but may wish to do so in order to provide additional information to the Receiver. However, upon request from the Receiver, the Claimant Form to be allowed. Beginning on [_____], the date the Court entered the order setting the Bar Date, Claimants may no longer submit a Claimant Form but shall, instead, submit a Proof of Claim in accordance with the terms of the Court's Bar Date Order.

WHEN AND WHERE TO SUBMIT A PROOF OF CLAIM

Proof of Claim Forms must be submitted so as to be postmarked on or before _______, 2012 at 11:59 p.m. (prevailing Central Time) by the Receivership Entities' Claims Agent in the following manner: (1) electronically online at www.stanfordfinancialclaims.com; (2) by mail to Stanford Financial Claims, P.O. Box 990, Corte Madera, CA 94976-0990;(3)by courier service, hand delivery, or mail addressed to Stanford Financial Claims, 3301 Kerner Blvd, San Rafael, CA 94901; (3) by electronic mail, as an attachment in portable document format (.pdf), info@stanfordfinancialclaims.com or (4) by facsimile or by telecopy to 415-258-9639. For Proof of Claim Forms sent by mail, an official postmark shall serve as proof of the date sent. Claimants who choose to submit Proof of Claim Forms by courier service, hand delivery, electronic mail or facsimile should retain a copy of their bill of lading or other proof that their Proof of Claim was sent by the Bar Date.

CONSEQUENCES OF FAILURE TO SUBMIT A PROOF OF CLAIM BY THE BAR DATE

If, as described in this notice, you are required to submit a Proof of Claim Form but do not do so on or before the Bar Date of ______, 2012, at 11:59 p.m. (prevailing Central Time) you shall be forever barred, estopped, and enjoined to the fullest extent allowed by applicable law from asserting, in any manner, such Claim against the Receivership Entities and their respective property or estates; shall not be permitted to object to any distribution plan proposed by the Receiver on account of such Claim; shall be denied any distributions under any distribution plan implemented by the Receiver on account of such Claim. Further, the Receivership Entities and their respective property or estates shall be discharged from any and all indebtedness or liability with respect to such Claim. You may wish to consult an attorney concerning this matter.

To obtain additional information and a Proof of Claim Form call: 1-866-964-6301 Monday-Friday, 9:00 a.m. – 5:00 p.m. (prevailing Central Time). Or write to: Stanford Financial Claims, P.O. Box 990, Corte Madera, CA 94976-0990. Or email to: info@stanfordfinancialclaims.com

A copy of the Bar Date Order, Proof of Claim Form, instructions, and additional information for potential claimants is available at <u>www.stanfordfinancialclaims.com</u>

<u>Exhibit 6</u>

Notice of Deficiency

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

SECURITIES AND EXCHANGE COMMISSION,	§	
Plaintiff,	§ § 8	
v.	ş	Case No. 3:09-CV-0298-N
	§	
STANFORD INTERNATIONAL BANK, LTD., ET AL.,	ş	
Defendants.	8 §	

NOTICE OF DEFICIENCY

[Date]

[Name of Claimant] [Address]

Dear Claimant:

PLEASE READ THIS NOTICE CAREFULLY.

The Court Appointed Receiver in the above-referenced matter, Ralph S. Janvey, acknowledges receipt of your Proof of Claim, which has been assigned Claim Number [_____].

The Receiver has begun processing your Claim, but requires the following information and/or documentation in order to properly evaluate your Claim:

[._____ .]

Your claim cannot be processed further until you provide us with the requested information and/or documentation. Please return a copy of this Notice with the requested information (1) in person or by courier service, hand delivery, or mail addressed to Stanford Financial Claims, 3301 Kerner Blvd, San Rafael, CA 94901; (3) by electronic mail, as an attachment in portable document format (.pdf), to <u>info@stanfordfinancialclaims.com</u>; or (4) by facsimile or by telecopy to 415-258-9639.

PLEASE TAKE NOTICE: YOUR CLAIM WILL BE DISALLOWED FOR LACK OF SUFFICIENT INFORMATION IF YOUR RESPONSE, PROVIDING THE INFORMATION REQUESTED, IS NOT RECEIVED BY THE RECEIVER WITHIN SIXTY (60) DAYS OF THE DATE OF THIS NOTICE OF DEFICIENCY.

Receiver Ralph S. Janvey

Exhibit 7

Notice of Determination

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

SECURITIES AND EXCHANGE COMMISSION,	§	
Plaintiff,	§ 8	
Tianuni,	8 8	
V.	§	Case No. 3:09-CV-0298-N
	§	
STANFORD INTERNATIONAL BANK, LTD., ET AL.,	§	
	§	
Defendants.	§	
STANFORD INTERNATIONAL BANK, LTD., ET AL.,	\$ \$ \$ \$ \$	Case No. 3:09-CV-0298-N

NOTICE OF DETERMINATION

[Date]

[Name of Claimant] [Address]

Dear Claimant:

PLEASE READ THIS NOTICE CAREFULLY.

The Court Appointed Receiver in the above-referenced matter, Ralph S. Janvey, has made the following determination regarding your claim designated as Claim Number [_____]:

.]

PLEASE TAKE NOTICE: If you disagree with this Determination, you have the right to file an objection and have the Court decide whether the Determination is correct. To exercise this right, you must first serve, but not file with the Court, a written objection to the Receiver's determination in accordance with the instructions herein. You must serve the objection on the Receiver, by United States mail to Stanford Financial Claims, P.O. Box 990, Corte Madera, CA 94976-0990 or e-mail to info@stanfordfinancialclaims.com within **THIRTY (30) days** of the date of this Notice of Determination. The objection shall include: (i) the claim number; (ii) a detailed statement of the reasons for your objection to the Receiver's determination; (iii) copies of any document or other writing upon which you rely; and (iv) your mailing, phone, and email contact information. Objections not timely served shall be deemed waived and overruled without the need for further order of the Court or action by the Receiver.

PLEASE TAKE FURTHER NOTICE: You are required to work in good faith with the Receiver to attempt to resolve your objection before submitting the objection to the Court for determination.

PLEASE TAKE FURTHER NOTICE: If you and the Receiver are unable to resolve your objection, you shall file the written objection to the Receiver's Notice of Determination with the Court in

accordance with the instructions herein. You must file the objection with the Court within **NINETY** (90) days of the date of the Receiver's Notice of Determination. The objection shall include: (i) the claim number; (ii) a detailed statement of the reasons for your objection to the Receiver's Notice of Determination; (iii) copies of any document or other writing upon which you rely; (iv) your mailing, phone, and email contact information; and (v) and a certification that you have conferred in good faith with the Receiver in an effort to resolve the objection without the need for a ruling from the Court. Objections not timely filed with the Court shall be deemed waived and overruled without the need for further order of the Court or action by the Receiver.

PLEASE TAKE FURTHER NOTICE: The Receiver shall, within **SIXTY 60 days** of the date on which you file with the Court a written objection to the Receiver's Notice of Determination, move the Court to uphold the Receiver's determination of the Claim, and serve a copy of the motion on you or your counsel. If within **SIXTY (60) days** of the date that you file a written objection, the Receiver does not file a motion to uphold the determination, you may then move the Court for a decision on your objection to the Notice of Determination. Notwithstanding the procedures outlined herein, you and the Receiver may stipulate to informally resolve the dispute and may extend by agreement without leave of Court the deadline for either party to file a motion to have the Court rule on the objection and determination.

PLEASE TAKE FURTHER NOTICE: Prior to the Receiver's filing of a motion to uphold his determination, or your allowed motion for ruling on your objection, no discovery or other motion practice shall occur regarding the Receiver's Notice of Determination or facts giving rise to such determination unless you first seek and obtain leave of Court, upon a showing of good cause and substantial need to pursue such motion practice or discovery. Filing of such a motion for leave shall not suspend or extend any deadlines set forth in the Bar Date Order.

Receiver Ralph S. Janvey

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Exhibit 8

Stanford Receivership Entities

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Receivership Entities

International Fixed Income Stanford Fund, Ltd. 16NE Huntingdon, LLC 20/20 Ltd. The Island Club. LLC Antigua Athletic Club Limited The Islands Club, Ltd. The Antigua Sun Limited JS Development, LLC Apartment Household, Inc. Maiden Island Holdings Ltd. Asian Village Antigua Limited Miller Golf Company, L.L.C. Bank of Antigua Limited Parque Cristal Ltd. Boardwalk Revitalization, LLC Pelican Island Properties Limited Pershore Investments S.A. Buckingham Investments A.V.V. Caribbean Aircraft Leasing (BVI) Limited Polygon Commodities A.V.V. Caribbean Airlines Services Limited Porpoise Industries Limited Caribbean Airlines Services, Inc. Productos y Servicios Stanford, C.A. Caribbean Star Airlines Holdings Limited R. Allen Stanford, LLC Caribbean Star Airlines Limited **Robust Eagle Limited** Caribbean Sun Airlines Holdings, Inc. Sea Eagle Limited Casuarina 20 LLC Sea Hare Limited Christiansted Downtown Holdings, LLC SFG Majestic Holdings, LLC Crayford Limited SG Ltd. **Cuckfield Investments Limited** SGV Asesores C.A. Datcom Resources, Inc. SGV Ltd. Stanford 20*20, LLC Devinhouse, Ltd. **Deygart Holdings Limited** Stanford 20/20 Inc. Foreign Corporate Holdings Limited Stanford Acquisition Corporation Guardian International Investment Services No. Stanford Aerospace Limited One. Inc. Stanford Agency, Inc. [Louisiana]¹ Guardian International Investment Services No. Stanford Agency, Inc. [Texas] Three, Inc. Stanford Agresiva S.A. de C.V. Guardian International Investment Services No. Stanford Aircraft, LLC Two. Inc. Stanford American Samoa Holding Limited Guardian One, Ltd. Stanford Aviation 5555, LLC Guardian Three, Ltd. Stanford Aviation II, LLC Guardian Two, Ltd. Stanford Aviation III, LLC Guiana Island Holdings Limited Stanford Aviation Limited Harbor Key Corp. Stanford Aviation LLC Harbor Key Corp. II Stanford Bank (Panama), S.A.² Idea Advertising Group, Inc.

Stanford Bank Holdings Limited Stanford Bank, S.A. Banco Comercial Stanford Capital Management, LLC Stanford Caribbean Investments, LLC Stanford Caribbean Regional Management Holdings, LLC Stanford Caribbean, LLC Stanford Casa de Valores, S.A. Stanford Cobertura, S.A. de C.V. Stanford Coins & Bullion, Inc. The Stanford Condominium Owners' Association, Inc. Stanford Corporate Holdings International, Inc. 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 Financial Partners Securities, LLC Stanford Financial Partners, Inc. Stanford Fondos, S.A. de C.V. The Stanford Galleria Buildings, LP

Stanford Galleria Buildings Management, LLC Stanford Gallows Bay Holdings, LLC Stanford Global Advisory, LLC Stanford Group (Antigua) Limited Stanford Group (Suisse) AG Stanford Group Aruba, N.V. Stanford Group Bolivia Stanford Group Casa de Valores, S.A. Stanford Group Company 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 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

Stanford Trust Holdings Limited Stanford Venture Capital Holdings, Inc. The Sticky Wicket Limited Sun Printing & Publishing Limited Sun Printing 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

¹ Locations in brackets are included to differentiate between legal entities with the same name but different locations or other identifying information.

² Locations in parentheses are included in the legal name of an entity or other identifying information.