

EXHIBIT E

Claim”); and (ii) the publication of the Summary Notice. I am over 21 years of age and am not a party to this Action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

MAILING OF THE NOTICE AND PROOF OF CLAIM

3. The Court’s Preliminary Approval Order required Rust to, among other things, mail the Court-approved Notice and Proof of Claim (together, the “Notice Packet”) to potential Class Members. A true and correct copy of the Notice Packet is attached hereto as Exhibit A.

4. During the period of November 30, 2012 through December 13, 2012, Rust received from Plaintiffs’ Counsel names and addresses of persons and entities who were record owners of shares or limited partnership interests in Fairfield Sentry Limited, Fairfield Sigma Limited, Fairfield Lambda Limited, Greenwich Sentry, L.P., and Greenwich Sentry Partners, L.P. (collectively, the “Funds”) as of December 10, 2008. Rust’s understanding is that the information on record owners was received from the Citco and Fairfield Greenwich defendants in response to this Court’s Preliminary Approval Order as well as from bankruptcy filings for the Greenwich Sentry and Greenwich Sentry Partners funds. The data received was electronically scrubbed when the medium provided allowed and manually scrubbed in other instances to ensure adequate addressing and the elimination of duplicate names and addresses, and Rust entered a total of 1,139 names and addresses (“Record Holders”) into the Rust mailing database created for the Action.

5. Rust prepared for the initial mailing by creating a file containing the names and addresses of the Record Holders. On December 17, 2012, Rust initiated the process of mailing Notice Packets to the 1,139 potential Class Members obtained from Plaintiffs’ Counsel.

6. Through January 30, 2013, Rust has received requests for 1,006 Notice Packets made directly by claimants or by record owners to be forwarded to the beneficial owners.

7. Through January 30, 2013, Rust has disseminated a total of 2,145 Notice Packets to potential Class Members.¹

8. The Notice advised Record Owners that they could mail or email the Notice Packet on their own accord to Beneficial Owners. As of January 30, 2013 Rust has received six confirmations from record owners that mailed or emailed Notice Packets to Beneficial Owners on their own accord.

PUBLICATION OF THE SUMMARY NOTICE

9. In accordance with the Preliminary Approval Order, Rust caused the Summary Notice to be published twice in the international, North American and South American editions of *The Wall Street Journal* during the period of December 21 through and including December 28, 2012. Attached hereto as Exhibit B is a detailed schedule of said publications and as Exhibit C are samples of the publications. Also pursuant to the Preliminary Approval Order, Rust caused the Summary Notice to be transmitted over *PR Newswire* on December 21, 2012. Attached hereto as Exhibit D are true and correct copies of the transmittal in various languages together with letters confirming same.

¹ In addition, Rust promptly re-mailed 3 Notice Packets to updated addresses provided by the U.S. Postal Service and an additional 34 Notice Packets to updated addresses that Rust was able to obtain using LexisNexis, an information supplier to which Rust subscribes. The re-mailed Notice Packets are not included in the total number of Notice Packets referred to in paragraph 7.

THE SETTLEMENT WEBSITE

10. Working with Lead Counsel, Rust established and maintains a website, www.FairfieldGreenwichLitigation.com (the “Website”), that enables Class Members and other individuals to obtain information about the Settlement and to access important documents related to the Settlement.

11. Specifically, the Website contains a listing of the deadlines for submitting a Proof of Claim, requesting exclusion from the Class, objecting to the Settlement, as well as the date, time and location of the Court’s Settlement Hearing. The Website also contains links to the Notice, Proof of Claim, important Court documents including the Preliminary Approval Order, Stipulation of Settlement, and Opinions. As of January 29, 2013, the Website has had 1,373 total hits.

TOLL-FREE TELEPHONE HOTLINE

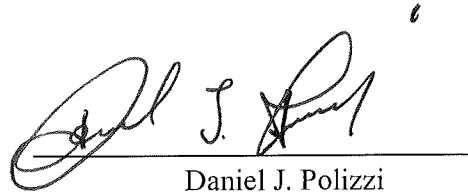
12. Rust also established a toll-free telephone hotline (1-855-263-3450), and a direct dial line for international callers (1-612-359-7949), with an Interactive Voice Response System (“IVR”) and live operators to assist potential Class Members with questions about the Settlement. This system became operational on December 17, 2012. The IVR and recorded information are available 24 hours a day, 7 days a week. Live operators are available during regular business hours (Monday through Friday 9:00 a.m. to 5:30 p.m. (EST)). All calls to the toll-free telephone hotline have been responded to in a timely manner. Since December 17, 2011, Rust has received 65 calls on this line, of which 35 callers requested to speak with a live operator for assistance.

REQUESTS FOR EXCLUSION AND OBJECTIONS RECEIVED TO DATE

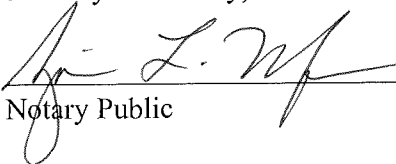
13. The Notice informs Class Members that the deadline for requesting exclusion from the Class is February 15, 2013. The Notice further instructs Class Members on how to properly submit a request for exclusion and the information which needs to be included in such request.

14. To date, Rust has not received any requests for exclusion from the Class. If any requests for exclusion are received, they will be addressed in a supplemental submission to be filed with the Court after the February 15, 2013 deadline for filing exclusion requests has passed.

I declare under penalty of perjury that the foregoing statements are true and correct.


Daniel J. Polizzi

Sworn to before me this
31st day of January, 2013


Notary Public



ZORINA L. MOORE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE854584
Expires 11/28/2016

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

PASHA S. ANWAR, *et al.*,

Plaintiffs,

v.

FAIRFIELD GREENWICH LIMITED, *et al.*,

Defendants.

Master File No. 09-cv-118 (VM)

**NOTICE OF PROPOSED PARTIAL SETTLEMENT OF CLASS ACTION AND SETTLEMENT FAIRNESS HEARING,
AND MOTION FOR ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES**

Your legal rights may be affected – Please read this Notice carefully.

To: All beneficial owners of shares or limited partnership interests in Fairfield Sentry Limited (“Sentry”), Fairfield Sigma Limited (“Sigma”), Fairfield Lambda Limited (“Lambda”), Greenwich Sentry, L.P. (“Greenwich Sentry”) and Greenwich Sentry Partners, L.P. (“Greenwich Sentry Partners”) (collectively, the “Funds”) as of December 10, 2008 (whether as holders of record or traceable to a shareholder or limited partner account of record) (“Beneficial Owners”), who suffered a Net Loss of principal invested in the Funds (collectively, the “Settlement Class”).

If you meet the above definition of the Settlement Class, you could get a payment from a class action settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

The purpose of this Notice is to inform you of a proposed partial settlement of this class action (the “Action”) for a minimum cash payment of \$50,250,000 (the “Settlement Fund”) and the potential cash payment to the Settlement Fund of up to an additional \$30,000,000 (subject to contingencies) and the scheduling of a settlement fairness hearing with respect to the proposed partial settlement and the motion of the Representative Plaintiffs and Plaintiffs’ Counsel (collectively “Plaintiffs”) for an award of attorneys’ fees and reimbursement of expenses. Documents related to the proposed settlement are available on the Settlement website established by the Claims Administrator (the “Claims Administrator”) at www.FairfieldGreenwichLitigation.com.

This Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement or wish to be excluded from the Settlement Class.

DEADLINES

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	Deadline: April 17, 2013. This is the only way to receive a payment from the Settlement Fund.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	Deadline: February 15, 2013. Receive no payment from the Settlement. If the Court approves the Settlement, this is the only option that allows you to ever participate in any other lawsuit against the FG Defendants (defined below) and other Released Parties (defined below) which involves the Released Claims (defined below).
OBJECT	Deadline: February 15, 2013. You may write to the Court if you do not like this Settlement or the request for an award of attorneys’ fees and reimbursement of expenses. You may not object if you have excluded yourself from the Settlement.

GO TO THE SETTLEMENT HEARING	Settlement Hearing Date: March 22, 2013 at 11 a.m. Whether or not you object to the Settlement, you may ask to speak in Court about the fairness of the Settlement. The Deadline to ask to speak in Court about the Settlement is February 15, 2013. Plaintiffs must file their motion papers for Final Approval of the Settlement and for Approval of Attorneys' Fees and Expenses on or before January 31, 2013.
DO NOTHING	Receive no payment if you do not submit a claim form.

*These rights and options — **and the deadlines to exercise them** — are explained in this Notice.*

The Court presiding over this case must decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement, and if there are any appeals, after appeals are resolved, and the Claims Administrator has had an opportunity to process all claim forms. Please be patient.

Your legal rights are affected whether you act or do not act. Please read this Notice carefully.

SPECIAL NOTICE TO NOMINEES OR CUSTODIANS

The Court has ordered that if you held as of December 10, 2008 or currently hold any shares or limited partnership interests as nominee, custodian or other holder for a Beneficial Owner, or re-sold or re-distributed shares or limited partnership interests in the Funds, then, within ten (10) days after you receive this Notice, you must, at your option, either (i) send this Notice and Proof of Claim and Release (“Proof of Claim”) to the Beneficial Owner, or (ii) request the Claims Administrator to send you additional copies of this Notice and the Proof of Claim sufficient to deliver to all Beneficial Owners, and within fifteen (15) days after receipt thereof make such delivery to all Beneficial Owners, or (iii) provide a list of the names and addresses or email addresses of all Beneficial Owners to the Claims Administrator, who will send those Persons a copy of this Notice and the Proof of Claim by first class mail or email. Nominees who elect to themselves deliver the Notice and Proof of Claim to their Beneficial Owners shall send a statement certifying to the Claims Administrator confirming that the delivery has been made as directed.

If you choose to deliver the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the delivery, by submitting a request to:

Fairfield Greenwich Securities Litigation
c/o Rust Consulting, Inc
P.O. Box 2874
Faribault, MN 55021-8674
(by regular mail)

Fairfield Greenwich Securities Litigation
c/o Rust Consulting
201 Lyndale Ave. S
Faribault, MN 55021
(by courier)

info@FairfieldGreenwichLitigation.com

www.FairfieldGreenwichLitigation.com

Toll Free Number: 1-855-263-3450

Foreign Callers: 1-612-359-7949

Regardless of whether you choose to complete the delivery yourself or elect to have the delivery performed for you, you may obtain reimbursement for reasonable administrative costs actually incurred in connection with forwarding the Notice and Proof of Claim and which would not have been incurred but for the obligation to forward the Notice and Proof of Claim, upon submission of appropriate documentation supporting your costs actually incurred to the Claims Administrator. The Claims Administrator has also maintained on its website pdf versions of this Notice and the Proof of Claim. Delivery to Beneficial Owners may be effected through electronic means.

SUMMARY OF NOTICE

Summary of the Proposed Partial Settlement

- The Representative Plaintiffs¹ and the Settling Defendants² have entered into a proposed partial settlement releasing all claims that were asserted or could have been asserted by the Representative Plaintiffs in the Action, individually and on behalf of the Settlement Class, against the FG Defendants³ and other Released Parties.⁴

- According to Plaintiffs' allegations in this Action, the FG Defendants comprised the sponsor, manager, and advisor to several feeder funds to Bernard L. Madoff Investment Securities ("BLMIS"). Plaintiffs alleged in their Second Consolidated Amended Complaint ("SCAC") filed with the Court on September 29, 2009, that the FG Defendants made misrepresentations to investors in connection with the sales of interests in the Funds and breached fiduciary duties and contracts with respect to due diligence on Fund investments with BLMIS. The SCAC also sought recovery of management and advisory fees paid to the FG Defendants that Plaintiffs claim were unearned. The District Court, in Orders dated July 29, 2010 and August 18, 2010 (728 F. Supp. 2d 354 and 728 F. Supp. 2d 372) sustained in part the claims asserted against the FG Defendants in the Action. Copies of those opinions are available on the Claims Administrator's website.

- Under the terms of the proposed partial Settlement, the aggregate amount of \$50,250,000 (fifty million two hundred fifty thousand dollars) will be paid into the Settlement Fund. Each of the FG Individual Defendants is contributing amounts to FGL or FGBL to facilitate this payment into the Settlement Fund. These funds (less Court-approved attorneys' fees and reimbursement of expenses) shall be paid to the Settlement Class pursuant to the Plan of Allocation.

- As additional settlement consideration, subject to conditions set forth in the Stipulation of Settlement dated as of November 6, 2012, as amended by the Amendment to Stipulation of Settlement dated as of December 12, 2012 (collectively, the "Stipulation"), FGL and FGBL shall transfer the aggregate amount of \$30,000,000 (thirty million dollars), in the form of security interests or cash, into a separate interest-bearing escrow account (the "Escrow Fund"). FG Individual Defendants Walter M. Noel, Jr., Jeffrey H. Tucker and Andrés Piedrahita are

¹ "Representative Plaintiffs" means the representative plaintiffs in the Action, namely Pacific West Health Medical Center Employees Retirement Trust, Harel Insurance Company Ltd., Martin and Shirley Bach Family Trust, Natalia Hatgis, Securities & Investment Company Bahrain, Dawson Bypass Trust, and St. Stephen's School.

² The "Settling Defendants" consist of Fairfield Greenwich Limited ("FGL") and Fairfield Greenwich (Bermuda) Ltd. ("FGBL").

³ The "FG Defendants" consist of the Settling Defendants, Fairfield Greenwich Group, Fairfield Greenwich Advisors LLC, Fairfield Risk Services Ltd., Fairfield Heathcliff Capital LLC, Fairfield Greenwich (UK) Limited (collectively, the "FG Entity Defendants"); and Walter M. Noel, Jr., Jeffrey H. Tucker, Andrés Piedrahita, Lourdes Barreneche, Robert Blum, Cornelis Boele, Gregory Bowes, Vianney d'Hendecourt, Yanko Della Schiava, Harold Greisman, Jacqueline Harary, David Horn, Richard Landsberger, Daniel E. Lipton, Julia Luongo, Mark McKeefry, Charles Murphy, Corina Noel Piedrahita, Maria Teresa Pulido Mendoza, Santiago Reyes, Andrew Smith, Philip Toub and Amit Vijayvergiya (collectively, the "FG Individual Defendants").

⁴ The "Released Parties" consist of (i) each of the FG Entity Defendants, their respective past, present and future, direct or indirect, parent entities, associates, affiliates, and subsidiaries, each and all of their respective past, present, and future directors, officers, partners, alleged partners, stockholders, predecessors, successors and employees, and in their capacity as such, each and all of their attorneys, advisors, consultants, trustees, insurers, co-insurers, reinsurers, representatives, and assigns; (ii) each of the FG Individual Defendants and their respective present, past and future spouses, parents, siblings, children, grandparents, and grandchildren, the present, past and future spouses of their respective parents, siblings and children, and the present, past and future parents and siblings of their respective spouses, including step and adoptive relationships; (iii) any and all persons, firms, trusts, corporations, and other entities in which any of the FG Defendants has a financial interest or was a founder, settler or creator of the entity, and, in their capacity as such, any and all officers, directors, employees, trustees, beneficiaries, settlers, creators, attorneys, consultants, agents, or representatives of any such person, firm, trust, corporation or other entity; and (iv) in their capacity as such, the legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns of any of the foregoing. For avoidance of doubt, "Released Parties" does not include the Funds, or auditors, custodians or fund administrators, in their capacity as such, including without limitation PricewaterhouseCoopers International Ltd., PricewaterhouseCoopers LLP, PricewaterhouseCoopers Accountants Netherlands N.V., Citco Fund Services (Europe) B.V., Citco (Canada) Inc., Citco Bank Nederland N.V. Dublin Branch, Citco Global Custody N.V., Citco Fund Services (Bermuda) Ltd., The Citco Group Limited, and GlobeOp Financial Services LLC (the "Service Provider Defendants"), or any of the Service Provider Defendants' respective directors, officers, agents, employees or partners in their capacity as such.

contributing cash or security interests to FGL or FGBL to facilitate the payment into the Escrow Fund. As set forth in more detail in the Stipulation, in the event that any of the FG Defendants settle certain other claims, or a judgment is entered against any of the FG Defendants arising from certain other claims, the Escrow Fund shall be reduced, pursuant to terms of the Stipulation. To the extent that funds remain in the Escrow Fund following the final resolution or disposition (including appeals) of such other claims commenced by June 15, 2016, the balance in the Escrow Fund less any additional attorneys' fee award permitted by the court shall be paid to the Settlement Class pursuant to the Plan of Allocation.

- The Stipulation also provides for an additional amount, up to \$5,000,000 (five million dollars), to be paid into the Settlement Fund by the Settling Defendants if they enter into a cash settlement with the Trustee of the BLMIS liquidation (the "Trustee") that exceeds \$50,125,000 (fifty million one hundred twenty five thousand dollars). This additional payment will be equal to 50% of any amount of such a settlement with the Trustee in excess of \$50,125,000, up to a total of \$5,000,000. Because the payment of \$50,125,000 to the Trustee would exhaust the Escrow Fund, the total consideration under this Settlement may be enhanced either by the net amount of the Escrow Account or the supplemental payment up to \$5 million (or neither), but not both.

- As further additional settlement consideration, subject to the conditions set forth in the Stipulation, the Released Parties agree to waive (i) indemnification claims they hold against the Funds for the amounts paid under the Stipulation, and (ii) \$20,000,000 (twenty million dollars) of indemnification claims they hold against the Funds for legal fees and expenses incurred in defending the Action.

- The Settling Defendants also agreed, as part of the Settlement, to facilitate the Plaintiffs' ability to take deposition or trial testimony of the FG Individual Defendants in connection with the prosecution of the remaining claims in the Action.

- This is a partial settlement only. Plaintiffs will continue to prosecute pending claims against (i) the PwC Defendants (PricewaterhouseCoopers LLP [Canada], PricewaterhouseCoopers Accountants Netherlands N.V), (ii) the Citco Defendants (Citco Fund Services (Europe) B.V., Citco (Canada) Inc., Citco Bank Nederland N.V. Dublin Branch, Citco Global Custody N.V., Citco Fund Services (Bermuda), The Citco Group Limited)) and (iii) and GlobeOp Financial Services LLC ("GlobeOp"). The PwC Defendants were auditors of the Funds. The Citco Defendants were the administrator and custodian of the Funds and Funds' assets at various times. GlobeOp was the administrator of Greenwich Sentry at various times. In the July 29, 2010 and August 18, 2010 Orders, the District Court sustained certain claims against the PwC Defendants, the Citco Defendants, and GlobeOp. The District Court subsequently denied in part two separate motions to reargue the August 18, 2010 Order (800 F. Supp. 2d 571 and 2012 WL 345478). However, the Court, on the second motion to reargue, limited the claims against the PwC Defendants to subsequent investor and holder claims asserted by already existing investors in the Funds. Copies of these decisions are available on the Claims Administrator's website.

- The Settlement provides for a court order barring the Non-Dismissed Defendants and other similarly situated Persons from asserting claims for contribution, indemnification or other similar claims against the Released Parties. To compensate such Persons for the release of these claims against the Released Parties, any judgment that may be obtained by a Settlement Class Member against such Persons shall be reduced, to the extent permitted by applicable law, by the greater of (i) the amount that corresponds to the percentage of responsibility attributed to the Released Parties; and (ii) the gross monetary consideration provided to such Representative Plaintiff or other Settlement Class Member or Members pursuant to this Settlement.

- In addition to amounts that they would receive under the Settlement, Settlement Class Members also are likely to receive additional cash distributions from liquidation or bankruptcy proceedings involving the Funds (including based on distributions from the BLMIS Trustee). Liquidation proceedings involving Sentry, Sigma, and Lambda are pending in the British Virgin Islands (Claim No. 0074/2009 (Lambda), Claim No. 0136/2009 (Sentry), Claim No. 0139/2009 (Sigma)). Bankruptcy proceedings involving Greenwich Sentry and Greenwich Sentry Partners are pending in the U.S. Bankruptcy Court for the Southern District of New York (Case No. 10-16229 (BRL)).

Statement of Settlement Class Members' Recovery

Estimates of the percentage recovery on the potential claims that may be filed vary depending on a number of factors including (i) the difference between losses at the Fund level (which are estimated to be approximately

\$1.33 billion) compared to losses at the Beneficial Owner level (which are not known), (ii) the number of Settlement Class Members who file claims and the aggregate Net Loss of those claims, and (iii) the ultimate amount distributed to the Settlement Class from the \$30 million Escrow Fund, if any.

The aggregate Net Loss of principal of each possible Settlement Class Member is currently unknown to Plaintiffs because many of the Funds' holders of record are nominees and custodians who aggregate numerous different Beneficial Owners, some of whom have net gains that offset net losses.⁵

Based however on the \$1.33 billion reported losses of investments in BLMIS at the Fund level (*i.e.*, the aggregate Net Loss of principal of the Sentry, Greenwich Sentry and Greenwich Sentry Partners funds), Plaintiffs approximate (assuming that all Settlement Class Members file claims equal in the aggregate to the Funds' losses) that Settlement Class Members will receive from the Settlement Fund, before deduction of Court-awarded attorneys' fees and expenses, approximately 4% to 6% of the Funds' Net Loss of principal, depending on the amount distributed to the Settlement Class from the Escrow Fund, if any. That percentage recovery, however, could be higher if less than all Settlement Class Members file claims and could be lower to the extent the aggregate Net Losses of Settlement Class Members exceeds \$1.33 billion.

Any amounts received from non-settling defendants or from the liquidation and bankruptcy proceedings concerning the Funds, including distributions from the BLMIS Trustee, would be in addition to these settlement amounts.

Membership in the Settlement Class

The Settlement Class consists of Beneficial Owners of shares or limited partnership interests in the Funds as of December 10, 2008 (whether as holders of record or traceable to a shareholder or limited partner account of record) who suffered a Net Loss of principal invested in the Funds. Plaintiffs' Lead Counsel, with the assistance of the Claims Administrator, will in the first instance determine, and make recommendations to the Court, as to the identity of investors who file claim forms who are appropriately Settlement Class Members. Determinations as to membership in the Settlement Class will be reviewable by the Court.

Statement of Potential Outcome of Settled Claims

The Settlement must be compared to the risk of no recovery on the relevant claims after contested dispositive motions, trial and likely appeals. The claims being settled involve numerous complex legal and factual issues, many of which would require expert testimony. Among the many key issues about which Plaintiffs and the Settling Defendants do not agree are: (1) whether any of the FG Defendants violated state or federal law or otherwise engaged in any wrongdoing; (2) whether any of the FG Defendants acted negligently, recklessly, or with intent to defraud; (3) whether any of the FG Individual Defendants could be held liable for the acts and conduct of any of the FG Entity Defendants; (4) whether the misrepresentations and omissions alleged by Plaintiffs were material, false, misleading or otherwise actionable; (5) the extent to which Plaintiffs relied on the FG Defendants' alleged misrepresentations and omissions; (6) whether any of the FG Defendants owed Plaintiffs a fiduciary duty; (7) whether the Fairfield Greenwich Group acted as a legal or de facto partnership and if so, whether the FG Defendants can be held liable for the acts of the partnership as a whole; (8) whether Plaintiffs' state law claims are preempted by the Securities Litigation Uniform Standards Act of 1998; (9) whether Plaintiffs have standing to pursue their state law claims; (10) whether the Plaintiffs' federal securities law claims are barred by recent United States Supreme Court authority; (11) whether a litigation class can be certified (as opposed to a settlement class); (12) where the relevant transactions occurred; and (13) the method for determining whether, and the extent to which, investors suffered injury and damages that could be recovered at trial. In addition, even if Plaintiffs were to obtain a judgment against the FG Defendants that is affirmed on appeal, complex legal and factual issues may be presented by Plaintiffs' efforts to collect such a judgment from the FG Defendants.

Reasons for Settlement

Plaintiffs entered into the proposed partial settlement after almost four years of litigation, when they were fully familiar with the facts and circumstances of the Action. Plaintiffs' Counsel reviewed more than six million

⁵ The Sigma and Lambda funds are not included in this analysis because they were investors in Sentry. Including their net losses or net gains in the analyses would double count their impact on of the Sentry fund.

pages of documents produced by the Settling Defendants and the Non-Dismissed Defendants; and reviewed and produced to counsel for the defendants more than 75,000 pages of documents on behalf of the Representative Plaintiffs and certain other Named Plaintiffs. Plaintiffs' Lead Counsel have conducted approximately thirty depositions of the FG Defendants and former and current employees of the Non-Dismissed Defendants in locations including New York, Miami, Toronto, Bermuda and Amsterdam. Twenty individuals associated with the Representative Plaintiffs and other Named Plaintiffs (including each of the Representative Plaintiffs and other plaintiffs named in the SCAC) were deposed in Arizona, Cleveland, and New York, some of whom traveled from international residences including Israel, Bahrain, and Belgium. Plaintiffs' motion for class certification on claims against the Non-Dismissed Defendants is currently pending, and discovery on the merits of Plaintiffs' claims against the Non-Dismissed Defendants is continuing.

All seven Representative Plaintiffs and all of Plaintiffs' Lead Counsel, who have extensive experience in securities and complex shareholder class-action litigation, believe that the Settlement provides the Settlement Class with significant and certain benefits now and eliminates the risk of no recovery following what would be years of further uncertain litigation, including disposition of the class certification motion on the claims against the FG Defendants, motions for summary judgment, and if summary judgment is not granted to defendants, a contested trial and likely appeals on the claims against the FG Defendants, with the possibility of no recovery at all. In this connection, the FG Defendants vigorously maintain that they did not know about wrongdoing at BLMIS until it was revealed to the public in December 2008, lost more than \$72 million of their own and family members' money in the fraud, maintained a full time professional staff to perform due diligence and risk monitoring, and were among many financial firms and regulators that were fooled by Madoff, including the Securities and Exchange Commission. They also point to the efforts to conceal the fraud by Madoff and seven others who have pleaded guilty to crimes, including creating false trade blotters, trade confirmations and DTC reports which they were shown, and aspects of Madoff's activities that were not typical of a Ponzi scheme, including refusing new investments and redeeming billions of dollars upon request over many years.

Plaintiffs, in proposing that the Court approve the \$50,250,000 minimum and \$30,000,000 contingent partial settlement as fair, reasonable and adequate to the Settlement Class, have considered, among other factors, Plaintiffs' ability to prevail on the contested factual and legal issues summarized in the Statement of Potential Outcome of Settled Claims (above). There was a significant risk that Plaintiffs' claims could have been dismissed or limited prior to or at trial, or on appeal from a jury verdict. In addition, Plaintiffs' Lead Counsel considered that, by reducing the number of defendants and defense counsel in the litigation, and the factual and legal issues in dispute, the Settlement may have a beneficial effect on Plaintiffs' ability to successfully litigate the remaining claims against the Non-Dismissed Defendants, who are believed to have substantial assets that may through settlement or judgment provide significant additional compensation to the Settlement Class.

Plaintiffs' Lead Counsel also considered the likely difficulty of obtaining a significantly larger recovery from the FG Defendants in light of their depleted finances, continued payment of large legal fees and expenses, and the substantial potential difficulties in collecting on a judgment. Among other things, the FG Defendants, as part of the settlement process, provided Plaintiffs' Lead Counsel with written disclosure about their assets and liabilities. No insurance is available to fund the Settlement. Plaintiffs' Lead Counsel determined, based on the financial disclosures provided and their assessment of the legal and factual risks of continuing the Action against the FG Defendants and proving their claims at trial, some of which are discussed above, that the proposed Settlement is in the best interests of the Settlement Class.

Plaintiffs will file with the Court, on or before January 31, 2013, a formal motion for approval of the proposed Settlement further discussing the reasons justifying the settlement.

The FG Defendants have denied and continue to deny each and all of the claims and contentions alleged in the SCAC and believe that they have meritorious defenses to those claims and contentions. The Settlement shall in no event be construed as, or deemed to be evidence of, an admission or concession by any of the FG Defendants or Released Parties with respect to any claim of any fault or liability or wrongdoing or damage to the Representative Plaintiffs, the Settlement Class Members, or any Person.

Statement of Attorneys’ Fees and Expenses

Plaintiffs’ Counsel have not received any payment to date for their work or expenses incurred in investigating the facts, conducting this litigation and negotiating the Settlement on behalf of the Representative Plaintiffs and the Settlement Class. Plaintiffs’ Lead Counsel will ask the Court to approve payment from the Settlement Fund of attorneys’ fees of up to 25% of the Settlement Fund and for reimbursement of expenses that were advanced by Plaintiffs’ Counsel through July 31, 2012 in connection with the litigation and for reimbursement of the Representative Plaintiffs’ actual costs and expenses (including lost wages) directly related to their representation of the Settlement Class not to exceed \$1,450,000 and \$225,000, respectively, in the aggregate. Plaintiffs’ Counsel may request additional attorneys’ fees and expense reimbursement to the extent any contingent payments or other amounts are added in the future to the Settlement Fund.

If the above amounts are requested and approved by the Court, based upon current information, fees and expenses are estimated at approximately 28.3% of the Settlement Fund (prior to consideration of the \$30,000,000 Escrow Fund or potential \$5,000,000 supplemental recovery).

Dismissal and Releases

If the proposed Settlement is approved, the Court will enter a Final Judgment and Order of Dismissal with Prejudice (the “Final Judgment”). The Final Judgment will dismiss with prejudice the claims asserted in the Action against the FG Defendants. The Final Judgment will also provide that all Settlement Class Members shall be deemed to have released and forever discharged all Released Claims against all Released Parties. The specific terms of the releases, including the meaning of the term “Released Claims,” are set forth in the Stipulation.

Unless you exclude yourself from the Settlement Class, you will be releasing claims you may have against the Released Parties. However, you will not be required to give up any claims you may have against any other individuals or entities (including the Non-Dismissed Defendants) relating to your losses in the Funds.

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BASIC INFORMATION

1. Why Did I Receive This Notice Package?

You or someone in your family may have purchased or acquired an investment in Fairfield Sentry Limited, Fairfield Sigma Limited, Fairfield Lambda Limited, Greenwich Sentry, L.P. or Greenwich Sentry Partners, L.P. (the “Funds”).

This Notice was sent because you have a right to know about a proposed partial settlement of a class action lawsuit concerning the Funds, and about all of your options, before the Court decides whether to approve the partial Settlement. If the Court approves the partial Settlement and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will recommend that payments be made to those Settlement Class Members who timely submit valid claims in the manner described below. Persons who are not Settlement Class Members may have received this Notice. If you seek to obtain a distribution from the Settlement Fund (or the Escrow Fund) in this Action, it is your responsibility to demonstrate that you are a member of the Settlement Class.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Southern District of New York, and the case is known as *Pasha S. Anwar, et al. v. Fairfield Greenwich Limited, et al.*, Civil Action No. 09-cv-118.

Certain of the entities and individuals who brought this action -- Pacific West Health Medical Center Employees Retirement Trust, Harel Insurance Company Ltd., Martin and Shirley Bach Family Trust, Natalia Hatgis, Securities & Investment Company Bahrain, Dawson Bypass Trust, and St. Stephen’s School -- are called Representative Plaintiffs.

Defendants include the FG Defendants, consisting of Fairfield Greenwich Limited (“FGL”), Fairfield Greenwich (Bermuda) Ltd. (“FGBL”), Fairfield Greenwich Group, Fairfield Greenwich Advisors LLC, Fairfield Risk Services Ltd., Fairfield Heathcliff Capital LLC, Fairfield Greenwich (UK) Limited, Walter M. Noel, Jr., Jeffrey H. Tucker, Andrés Piedrahita, Lourdes Barreneche, Robert Blum, Cornelis Boele, Gregory Bowes, Vianney d’Hendecourt, Yanko Della Schiava, Harold Greisman, Jacqueline Harary, David Horn, Richard Landsberger, Daniel E. Lipton, Julia Luongo, Mark McKeefry, Charles Murphy, Corina Noel Piedrahita, Maria Teresa Pulido Mendoza, Santiago Reyes, Andrew Smith, Philip Toub, and Amit Vijayvergiya. All claims against these defendants will be released if the Settlement is approved.

Whether or not the Settlement is approved, Plaintiffs’ Counsel will continue to prosecute the Action against the PwC Defendants, consisting of PricewaterhouseCoopers LLP (“PwC Canada”) and PricewaterhouseCoopers Accountants Netherlands N.V. (“PwC Netherlands”); the Citco Defendants, consisting of Fund custodians/administrators, The Citco Group Limited (“Citco Group”), Citco Fund Services (Europe) B.V. (“Citco Fund Services”), Citco (Canada), Inc. (“Citco Canada”), Citco Global Custody N.V. (“Citco Global”), Citco Bank Nederland, N.V., Dublin Branch (“Citco Bank”), and Citco Fund Services (Bermuda) Limited (“CFSB”); and GlobeOp Financial Services, LLC (“GlobeOp”).

FGL and FGBL are parties to the Settlement and are also called the Settling Defendants. The Settling Parties are the Representative Plaintiffs and the Settling Defendants. The PwC Defendants, Citco Defendants and GlobeOp are not parties to this Settlement and are called the Non-Dismissed Defendants.

2. What Is This Lawsuit About?

This lawsuit alleges that the FG Defendants engaged in deceptive conduct, made materially false and misleading statements and omissions, and breached their duties and contractual obligations with respect to the sales and management of shares and partnership interests in the Funds. Defendants deny the allegations.

3. Why Is This a Class Action?

In a class action, one or more people or entities, called class representatives (in this case the Representative Plaintiffs), sue on behalf of people who have similar claims. Here, all these people are called a class or class members, and those included in this Settlement are called a Settlement Class or Settlement Class Members. One court resolves the issues for all class members, except for those who timely and validly exclude themselves from the class. United States District Judge, Hon. Victor Marrero, is in charge of this class action.

4. Why Is There a Partial Settlement?

The Court did not decide in favor of the Plaintiffs or the FG Defendants. Instead, the Settling Parties agreed to a settlement. This permits them to avoid the cost and uncertainty of a trial, and permits eligible Settlement Class Members who submit valid claims to receive compensation. The Representative Plaintiffs and their attorneys believe the Settlement is in the best interests of all Settlement Class Members. The Settling Defendants have concluded that further defense of the Action would be protracted and expensive, and also have taken into account the uncertainty, risks and distractions inherent in any litigation, especially in a complex case such as the Action. The Settlement is “partial” because there is no settlement with the Non-Dismissed Defendants, and Plaintiffs’ Counsel will continue to prosecute the Action against them.

WHO IS IN THE SETTLEMENT

To see if you will receive money from this Settlement, you first have to determine if you are a Settlement Class Member.

5. How Do I Know if I Am Part of the Settlement?

For purposes of the Settlement, the Court has provisionally approved the following definition of the Settlement Class:

All Persons who were Beneficial Owners of shares or limited partnership interests in the Funds as of December 10, 2008 (whether as holders of record or traceable to a shareholder or limited partner account of record), and who suffered a Net Loss of principal invested in the Funds.

6. What Are the Exceptions to Being Included?

The Settlement Class excludes (i) those Persons who timely and validly request exclusion from the Settlement Class; (ii) Fairfield Sigma Limited, (iii) Fairfield Lambda Limited, (iv) any Person who has been dismissed from this Action with prejudice; and (v) the FG Defendants and any entity in which the FG Defendants have a controlling interest, and the officers, directors, affiliates, legal representatives, immediate family members, heirs, successors, subsidiaries and/or assigns of any such individual or entity in their capacity as such. Fairfield Sigma Limited and Sentry Lambda Limited were both investors in Fairfield Sentry Limited and are excluded from the definition of the Settlement Class because investors in those Funds are already included in the Settlement Class to the extent such investors sustained a Net Loss.

7. I’m Still Not Sure if I Am Included.

If you are still not sure whether you are included, you can ask for free help. You can request additional information from the persons identified in Question 25 below. Or you can fill out and return the claim form described in question 10, to see if you qualify.

THE SETTLEMENT BENEFITS — WHAT YOU GET

8. What Does the Settlement Provide?

The Settling Defendants have agreed to cause to be paid a minimum of \$50,250,000 in cash into the Settlement Fund. The Settlement Fund, after payment of Court-approved attorneys’ fees and expenses and the costs of claims administration, including the costs of printing and mailing this Notice Package and the cost of publishing notice (the “Net Settlement Fund”), will be divided among all eligible Settlement Class Members who send in valid claim forms pursuant to the Plan of Allocation described below. The Settling Defendants have also agreed to make contingent payments of up to an additional \$30,000,000 into a separate Escrow Fund. To the extent that funds remain in the Escrow Fund following the final resolution or disposition (including appeals) of certain other claims commenced by June 15, 2016, the balance in the Escrow Fund less any additional attorneys’ fee award permitted by the court shall be paid to the Settlement Class pursuant to the Plan of Allocation.

9. How Much Will My Payment Be?

Your share of the Net Settlement Fund will depend on the size of your Net Loss of principal in the Funds compared to the aggregate Net Loss of principal of all Settlement Class Members who submit valid claim forms.

You can calculate your Net Loss in accordance with the explanation below in the Plan of Allocation. After the deadline for submitting a Proof of Claim, the payment you receive will reflect your Net Loss in relation to the Net Loss of all Settlement Class Members who submit a valid Proof of Claim. The Net Loss is not the amount of the payment that you can expect, but is used to determine how the Net Settlement Fund and Net Escrow Fund will be allocated among all Settlement Class Members who submit valid claims.

HOW YOU OBTAIN A PAYMENT — SUBMITTING A CLAIM FORM

10. How Will I Obtain a Payment?

To qualify for payment, you must be an eligible Settlement Class Member, submit a valid Proof of Claim, and properly document your claim as described in the Proof of Claim. A Proof of Claim form is enclosed with this Notice. You may also get a Proof of Claim form on the internet at www.FairfieldGreenwichLitigation.com. Read the instructions carefully, fill out the Proof of Claim, include the documents the form asks for, sign it, and submit it so that it is received by the Claims Administrator no later than April 17, 2013.

Only Beneficial Owners may file a Proof of Claim with respect to each share or limited partnership interest in the Funds. Where a fund, trust, or similar investment vehicle is an investor in one or more of the Funds, the fund, trust, or similar investment vehicle is the Beneficial Owner for purposes of this Settlement, not the underlying investors in the fund or similar investment vehicle. Where the record owner of shares or limited partnership interests is a nominee, custodian, or other Person acting in a materially similar fashion on behalf of one or more Beneficial Owners, that nominee, custodian or other Person is not a Beneficial Owner and may not file a Proof of Claim on behalf of any such Beneficial Owners. However, executors, administrators, guardians, conservators, or other legal representatives may file Proofs of Claim on behalf of Beneficial Owners.

11. When Will I Receive My Payment?

The Court will hold a hearing on March 22, 2013 at 11 a.m., to decide whether to approve the Settlement. If Judge Marrero approves the Settlement, there may be appeals. It is always uncertain how these appeals will be resolved, and resolving them can take time, perhaps more than a year. After any approval by Judge Marrero and any appeals are decided favorably, it will take several months for the Claims Administrator to process all of the Proof of Claim forms and to determine and pay the ultimate distribution amounts.

12. What Am I Giving Up to Receive a Payment?

Unless you timely exclude yourself from the Settlement Class by the February 15, 2013 deadline, you are a member of the Settlement Class and will be bound by the release of claims against the FG Defendants and the Released Parties. That means that you cannot sue, continue to sue, or be part of any other lawsuit against the FG Defendants or the Released Parties about the Released Claims. The specific terms of the release are included in the Stipulation.

13. If I Stay in the Settlement Class, May I Still Recover Additional Amounts from Other Sources?

Yes. If you participate in this class settlement, then you will not be required to give up any claims you may have against any individuals or entities other than the Released Parties. Investors in the Funds may recover on claims against the PwC Defendants, the Citco Defendants and GlobeOp, which Plaintiffs' Counsel are continuing to pursue in this litigation. The Court has limited the claims against the PwC Defendants to claims based on additional investments made by persons who already had an investment in the Funds. Investors in the Funds also are likely to receive distributions from the liquidation or bankruptcy proceedings overseen by the respective liquidators or trustees of the Funds.

THE LAWYERS REPRESENTING YOU

14. Do I Have a Lawyer in This Case?

The law firms of Boies, Schiller & Flexner LLP, Wolf Popper LLP, and Lovell Stewart Halebian Jacobson LLP brought the Action on behalf of Representative Plaintiffs and they represent you and all other Settlement Class Members. These lawyers are called Plaintiffs' Lead Counsel. You will not be charged for these lawyers, regardless of the outcome of the Settlement Hearing on March 22, 2012 or the motion for attorneys' fees and reimbursement of expenses. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How Will the Lawyers Be Paid?

Plaintiffs’ Counsel will ask the Court for attorneys’ fees up to 25% of the \$50,250,000 Settlement Fund, and for expenses that were advanced through July 31, 2012 by Plaintiffs’ Counsel in connection with the litigation, and to reimburse the Representative Plaintiffs for their actual costs and expenses (including lost wages) directly related to their representation of the Settlement Class, not to exceed \$1,450,000 and \$225,000, respectively, in the aggregate. Such sums as may be approved by the Court will be paid from the Settlement Fund. Plaintiffs’ Counsel may seek additional attorneys’ fees at a later date based on any other recoveries, including any funds distributed to the Settlement Class from the Escrow Fund. *Settlement Class Members are not personally liable for any such fees or expenses.*

The attorneys’ fees and expenses requested represent payment to Plaintiffs’ Lead Counsel and other such counsel involved in the Action on behalf of the Plaintiffs (collectively “Plaintiffs’ Counsel”) for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. Since the case began in 2008, Plaintiffs’ Counsel has undertaken extensive work necessary to prepare the case for trial. Plaintiffs’ Counsel has conducted all of the investigation, drafted the SCAC, reviewed millions of documents, taken and defended dozens of depositions, employed experts, performed an enormous amount of legal research and filed many legal briefs on novel and complex issues, including opposing dismissal of the claims, supporting class certification and arguing discovery issues. To date, Plaintiffs’ Counsel have not been paid for their services in conducting this litigation on behalf of the Representative Plaintiffs and the Settlement Class, nor for their substantial expenses. Plaintiffs’ Counsel have expended through July 31, 2012 in excess of 58,000 hours of attorney and paralegal time and have incurred through July 31, 2012 in excess of \$1,450,000 in expenses in prosecuting the Action. The fees requested will compensate Plaintiffs’ Counsel in part for their work and expenses in achieving the Settlement.

Plaintiffs’ Lead Counsel shall file a motion with the Court for approval of the Settlement, the Plan of Allocation, and the request for attorneys’ fees and reimbursement of expenses by January 31, 2013. Copies of that motion will be posted on the Claim Administrator’s website. The Settling Defendants take no position with respect to the request for attorneys’ fees and reimbursement of expenses. The Court determines the amount counsel should receive from the Settlement Fund for fees and expenses separately from its determination of whether the Settlement is fair, reasonable and adequate, and may award less than the amount Plaintiffs’ Lead Counsel has requested.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How Do I Exclude Myself From the Settlement?

If you want to retain the right to sue, or to continue to sue, the Released Parties on your own about the claims being released in this Settlement, then you must take steps to exclude yourself from the Settlement. This is referred to as opting out of the Settlement Class, and persons who do so are referred to as “Opt-Outs”.

Excluding yourself is not the same as doing nothing in response to this Notice. Each member of the Settlement Class shall be bound by all determinations and judgments in the Action concerning the Settlement, whether favorable or unfavorable, unless such a Person delivers to the Claims Administrator a written request for exclusion from the Settlement Class, so that it is received by the Claims Administrator by February 15, 2013 addressed to:

Fairfield Greenwich Securities Litigation
c/o Rust Consulting, Inc.
P.O. Box 2874
Faribault, MN 55021-8674
(by regular mail)

Fairfield Greenwich Securities Litigation
c/o Rust Consulting
201 Lyndale Ave. S
Faribault, MN 55021
(by courier)

No Person may exclude himself, herself or itself from the Settlement Class after that date. In order to be valid, each request for exclusion by a Person seeking to opt-out must state the name, address and telephone number of the Person seeking exclusion; state that the Person “requests exclusion from the Settlement Class in *Pasha S. Anwar, et al. v. Fairfield Greenwich Limited, et al.*, Case No. 09-cv-118,” and state (i) the full name of the Fund(s) purchased, (ii) the number and dollar amount of shares or limited partnership interests purchased, and redeemed if applicable, (iii) the dates and amounts of each purchase and any redemption transactions, any other recoveries received by the Person on the Person’s investment in the Fund(s), and (iv) the number of shares or limited partnership interests held by the Person in the Fund(s) as of December 10, 2008. Each Person seeking to opt-out must also supply documentary proof of each purchase and redemption transaction and of the Person’s membership in the Settlement Class. Any such request for exclusion must be signed by the Person requesting exclusion.

Requests for exclusion shall not be effective unless the request includes the required information and documentation and is made within the time period stated above, or the exclusion is otherwise accepted by the Court. Only Beneficial Owners may file a request for exclusion with respect to each share or limited partnership interest in the Funds. Where the record owner of shares or limited partnership interests is a nominee, custodian, or other Person acting in a materially similar fashion

on behalf of one or more Beneficial Owners, that nominee, custodian or other Person is not a Beneficial Owner and may not file a request for exclusion on behalf of any such Beneficial Owners.

If you ask to be excluded, you will not receive any payment from this Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in the Action with respect to Released Claims and may be able to sue, or continue to sue, the Released Parties in the future. Even if you ask to be excluded from the Settlement Class, you will be entitled to participate in the continuing litigation against the Non-Dismissed Parties. In the event a class is certified as to the claims asserted against the Non-Dismissed Parties, you will be given a subsequent opportunity to request exclusion from that class.

Any Settlement Class Member who submits a Request for Exclusion shall not be deemed to have submitted to the jurisdiction of any Court in the United States for any matter on account of such submission, and any Settlement Class Member who submits a Proof of Claim thereby submits to the jurisdiction of this Court with respect only to the subject matter of such Proof of Claim and all determinations made by this Court thereon and shall not be deemed to have submitted to the jurisdiction of this Court or of any court in the United States for any other matter on account of such submission.

Except where a Settlement Class Member who submits a Request for Exclusion commences or otherwise prosecutes or pursues a Released Claim against a Released Party, all information submitted by a Settlement Class Member in a Request for Exclusion or a Proof of Claim shall be treated as confidential protected information and may not be disclosed by the Claims Administrator, its affiliates or the Settling Parties to any third party absent a further order of this Court upon a showing of necessity, and any such information that is submitted to the Court shall be filed under seal.

If the aggregate Net Loss of Opt-Outs exceeds the threshold specified in a separate "Supplemental Agreement" between the Settling Parties, then the Settling Defendants shall have, in their sole and absolute discretion, the option to terminate this Settlement and to render it null and void in accordance with the procedures set forth in the Supplemental Agreement.

17. If I Do Not Exclude Myself From the Settlement, Can I Sue the Released Parties For the Same Thing Later?

No. Unless you exclude yourself, you give up any rights to bring a lawsuit or claim in any forum asserting any of the Released Claims against the Released Parties. If you have a pending lawsuit or claim in any forum that you believe concerns the Released Claims or the same matters alleged in this case, speak to your lawyer immediately. You will likely have to exclude yourself from the Settlement Class if you wish to continue your own lawsuit or claim. Remember, the exclusion deadline is February 15, 2013.

18. If I Exclude Myself, Can I Get Money From This Settlement?

No. You will, however, retain any right you may have to bring a lawsuit, to continue to pursue an existing lawsuit, or to be part of a different lawsuit asserting a Released Claim against a Released Party.

OBJECTING TO THE SETTLEMENT

19. How Do I Tell the Court that I Do Not Like the Settlement or the Request for Attorneys' Fees and Reimbursement of Expenses?

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it, including the Plan of Allocation and the request for attorneys' fees or expenses. You can state the reasons why you think the Court should not approve it, and the Court will consider your views. To object, you must submit a letter saying that you object to the Settlement in *Pasha S. Anwar, et al. v. Fairfield Greenwich Limited, et al.*, Civil Action No. 09-cv-118. Be sure to include your name, address, telephone number, your signature, the full name of the Fund(s) purchased, the dates and number and dollar amounts of shares or limited partnership interests purchased, and redeemed if applicable, and other recoveries you have received on your investment in the Fund(s), and to supply documentary proof of the purchase or any redemption transactions and of your membership in the Settlement Class, and the reasons you object. Any objection letter must be delivered such that it is received by *each* of the following on or before February 15, 2013:

<u>Court:</u>	<u>Plaintiffs' Counsel Designee:</u>	<u>Settling Defendants' Counsel Designee:</u>
Clerk of the Court	Robert C. Finkel, Esq.	Mark G. Cunha, Esq.
UNITED STATES DISTRICT COURT	Wolf Popper LLP	Simpson Thacher & Bartlett LLP
SOUTHERN DISTRICT OF NEW YORK	845 Third Avenue	425 Lexington Avenue
Daniel Patrick Moynihan	New York, NY 10022	New York, NY 10017-3954
United States Courthouse		
500 Pearl Street		
New York, NY 10007-1312		

20. What is the Difference between Objecting and Requesting Exclusion?

Objecting is simply telling the Court that you do not like something about the proposed Settlement. Objecting does not prevent you from participating and recovering money in the Settlement. However, you can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE COURT’S SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

21. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Settlement Hearing at 11 a.m., on March 22, 2013, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007-1312, Courtroom 11B. At this hearing the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court will also consider Plaintiffs’ Lead Counsel’s application for fees and expenses and whether the Plan of Allocation is fair, reasonable and adequate. The Court may decide these issues at the hearing or take them under consideration for a later decision.

22. Do I Have to Come to the Hearing?

No. Plaintiffs’ Lead Counsel will answer questions Judge Marrero may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

23. May I Speak at the Hearing?

You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must submit a letter saying that it is your intention to appear in *Pasha S. Anwar, et al. v. Fairfield Greenwich Limited, et al.*, Civil Action No. 09-cv-118. Be sure to include your name, address, telephone number, your signature, the full name of the Fund(s) purchased, the number and dollar amount of shares or limited partnership interests purchased, and redeemed if applicable, to supply documentary proof of the purchase and any redemption transactions and of your membership in the Settlement Class, and other recoveries you have received on your investment in the Fund(s), and the reasons you want to speak at the hearing. Your notice of intention to appear must be received no later than February 15, 2013, by the Clerk of the Court, Plaintiffs’ Counsel Designee and Settling Defendants’ Counsel Designee, at the three addresses listed in question 19.

IF YOU DO NOTHING

24. What Happens If I Do Nothing at All?

If you do nothing, all of your claims against the Released Parties will be released, but you will not receive any money from this Settlement, because in order to receive money it is necessary to submit a valid Proof of Claim.

GETTING MORE INFORMATION

25. Are There More Details About the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation of Settlement dated as of November 6, 2012, as amended by the Amendment to the Stipulation of Settlement dated as of December 12, 2012. You can obtain a copy of the Stipulation of Settlement and Amendment or more information about the Settlement by contacting the Claims Administrator.

Fairfield Greenwich Securities Litigation
c/o Rust Consulting, Inc
P.O. Box 2874
Faribault, MN 55021-8674
(by regular mail)

Fairfield Greenwich Securities Litigation
c/o Rust Consulting
201 Lyndale Ave. S
Faribault, MN 55021
(by courier)

info@FairfieldGreenwichLitigation.com
www.FairfieldGreenwichLitigation.com
Toll Free Number: 1-855-263-3450
Foreign Callers: 1-612-359-7949

or Plaintiffs' Counsel:

David A. Barrett
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575 Lexington Avenue
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fairfieldclaims@bsfllp.com
1-212-446-2300

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Christopher Lovell
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LOVELL STEWART HALEBIAN JACOBSON LLP
61 Broadway, Suite 501
New York, NY 10006
settlements@lshllp.com
1-212-608-1900

or by visiting www.FairfieldGreenwichLitigation.com.

You can also obtain a copy from the Clerk's office during regular business hours:

Clerk of the Court
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
Daniel Patrick Moynihan
United States Courthouse
500 Pearl Street
New York, NY 10007-1312

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE

PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS

The Net Settlement Fund shall be distributed to Settlement Class Members who submit a valid Proof of Claim ("Authorized Claimants") according to the terms below. The purpose of this Plan of Allocation of the Net Settlement Fund ("Plan of Allocation" or "Plan") is to establish a reasonable and equitable method of distributing the Net Settlement Fund among Authorized Claimants. The Plan is not intended to replicate an assessment of damages that could have been recovered had the Representative Plaintiffs prevailed at trial.

Because the Net Settlement Fund is less than the total losses alleged to be suffered by Settlement Class Members, the formulas described below for calculating Net Losses are not intended to estimate the amount that will actually be paid to Authorized Claimants. Rather, these formulas provide the basis on which the Net Settlement Fund will be distributed among Authorized Claimants.

Approval of the Settlement is independent from approval of the Plan of Allocation. Any determination with respect to the Plan of Allocation will not affect the Settlement, if approved. The Plan of Allocation set forth herein is the plan that is being proposed by Representative Plaintiffs and Plaintiffs' Lead Counsel to the Court for approval. The Settling Defendants take no position with respect to the Plan of Allocation. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Settlement Class. Any orders regarding a modification of the Plan of Allocation will be posted on the settlement website, www.FairfieldGreenwichLitigation.com.

Payment pursuant to the Plan of Allocation approved by the Court shall be final and conclusive against all Settlement Class Members. No person shall have any claim of any kind against the FG Defendants or their counsel with respect to the administration of the settlement, including the Plan of Allocation. No person shall have any claim against

Representative Plaintiffs, Plaintiffs' Counsel, or the Claims Administrator or other agent designated by Plaintiffs' Counsel arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation, or further orders of the Court. Representative Plaintiffs, the FG Defendants, their respective counsel, and all other Released Parties shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund consistent with the terms of the Stipulation, the Plan of Allocation, or the determination, administration, calculation, or payment of any Proof of Claim or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement (including the resolution of any appeals) pursuant to the following terms:

a. The Net Loss for each Authorized Claimant will be the Net Loss of principal with respect to each Fund. Net Loss means the total cash investment made by a Beneficial Owner in a Fund, directly or indirectly through one or more intermediaries, less the total amount of any redemptions or withdrawals or recoveries by that Beneficial Owner from or with respect to the same Fund. A Settlement Class Member may have a Net Loss on more than one Fund. Any transactions in foreign securities will be converted to a Net Loss in U.S. dollars at the exchange rate in effect as of the date of the Final Hearing.

b. For the avoidance of doubt, where a fund, trust, or similar investment vehicle was a registered shareholder or limited partner of record or otherwise invested in a Fund, the fund, trust or similar investment vehicle is the Beneficial Owner for purposes of this Stipulation, not the underlying investors in the fund or similar investment vehicle. Only one Proof of Claim or request for exclusion can be submitted with respect to each share or limited partnership interest in the Funds.

c. Only those Authorized Claimants who suffered a Net Loss of principal with respect to a Fund are entitled to a payment from the Net Settlement Fund with respect to that Fund.

d. Please note that the term "Net Loss" is used solely for calculating the amount of participation by Authorized Claimants in the Net Settlement Fund. It is not the actual amount an Authorized Claimant can expect to recover.

e. The Claims Administrator will determine each Authorized Claimant's share of the Net Settlement Fund. Each Authorized Claimant will receive a disbursement determined by multiplying the Net Settlement Fund by a fraction, the numerator of which is the Authorized Claimant's Net Loss and the denominator of which is the sum total of all Authorized Claimants' Net Losses with respect to all of the Funds.

f. If there is any balance remaining in the Net Settlement Fund (whether by reason of unclaimed funds, tax refunds, uncashed checks, or otherwise), at a date one hundred eighty (180) days from the later of (a) the date on which the Court enters an order directing the Net Settlement Fund to be distributed to Authorized Claimants, or (b) the date the Settlement is final and becomes fully effective, then Plaintiffs' Counsel shall, upon approval of the Court, disburse such balance among Authorized Claimants as many times as is necessary, in a manner consistent with this Plan of Allocation, until each Authorized Claimant has received its Net Loss (but no greater than its Net Loss) as defined in this Plan. If Plaintiffs' Lead Counsel determines that it is not cost-effective to conduct such further disbursement, or following such further disbursement any balance still remains in the Net Settlement Fund, Plaintiffs' Counsel shall, upon approval of the Court, and without further notice to Settlement Class Members, cause the remaining balance to be disbursed *cy pres*. Plaintiffs' Lead Counsel shall also consider the potential for additional distributions to be made from the Escrow Fund or other settlements or judgments in proposing supplemental distributions from the Net Settlement Fund.

DATED: December 17, 2012

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Fairfield Greenwich Securities Litigation
c/o Rust Consulting, Inc.
P.O. Box 2874
Faribault, MN 55021-8674

IMPORTANT COURT DOCUMENTS

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PASHA S. ANWAR, *et al.*,

Plaintiffs,

v.

FAIRFIELD GREENWICH LIMITED, *et al.*,

Defendants.

Master File No. 09-cv-118 (VM)

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. The accompanying Notice of Proposed Partial Settlement of Class Action and Settlement Fairness Hearing, and Motion for Attorneys' Fees and Reimbursement of Expenses (the "Notice") contains important information about your rights, defines certain settlement terms and eligibility criteria, and describes the proposed settlement and the manner in which the settlement will be distributed if the settlement is granted final approval by the Court. It is important that you read the Notice.

2. To recover as a member of the Settlement Class (as defined in the Notice) based on your claims in the action entitled *Pasha S. Anwar, et al. v. Fairfield Greenwich Limited, et al.*, Master File No. 09-cv-118 (VM) (the "Action"), you must review, complete and, on page 5 hereof, sign this Proof of Claim and Release ("Proof of Claim"). If you fail to submit a Proof of Claim by the deadline, your claim may be rejected and you may be precluded from receiving any recovery from the settlement fund created in connection with the proposed partial settlement of the Action (the "Settlement").

3. Submission of a Proof of Claim does not assure that you will share in the proceeds of the Settlement.

4. The Settlement Class consists of all beneficial owners of shares or limited partnership interests in Fairfield Sentry Limited, Fairfield Sigma Limited, Fairfield Lambda Limited, Greenwich Sentry, L.P. and Greenwich Sentry Partners, L.P. (the "Funds") as of December 10, 2008 (whether as holders of record or traceable to a shareholder or limited partner account of record) ("Beneficial Owners"), who suffered a Net Loss of principal invested in the Funds (the "Settlement Class"). Net Loss means the total cash investment made by a Beneficial Owner in a Fund, directly or indirectly through one or more intermediaries, less the total amount of any redemptions or withdrawals or recoveries by that Beneficial Owner from or with respect to the same Fund. Even if you do not fill out this Proof of Claim, any and all claims you may have against the FG Defendants (as defined in the Notice) in this Action will be released by virtue of your being a non-excluded member of the Settlement Class. If you fail to file a timely and properly addressed Proof of Claim, your claim may be rejected and you may be precluded from any recovery from the settlement fund created in connection with the Settlement.

5. YOU MUST SUBMIT YOUR COMPLETED AND SIGNED PROOF OF CLAIM SO THAT IT IS RECEIVED NO LATER THAN APRIL 17, 2013, ADDRESSED AS FOLLOWS:

Fairfield Greenwich Securities Litigation
c/o Rust Consulting, Inc
P.O. Box 2874
Faribault, MN 55021-8674
(by regular mail)

Fairfield Greenwich Securities Litigation
c/o Rust Consulting, Inc
201 Lyndale Ave. S
Faribault, MN 55021
(by courier)

6. The Claims Administrator will acknowledge receipt of your Proof of Claim by mail or email within 45 days of receipt. Your claim is not deemed filed until you receive such an acknowledgment. If you do not receive an acknowledgment within 45 days, please contact the Claims Administrator by telephone toll free at 1-855-263-3450 or, from non-United States telephones, at 1-612-359-7949 or by email at info@FairfieldGreenwichLitigation.com.

7. You should complete this Proof of Claim only if you are a member of the Settlement Class. If you are NOT a member of the Settlement Class, DO NOT submit a Proof of Claim. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS AND YOU DO NOT FILE A PROOF OF CLAIM, YOU WILL NOT RECEIVE ANY PAYMENT FROM THE SETTLEMENT FUND BUT YOU WILL NEVERTHELESS BE BOUND BY THE ORDER FINALLY APPROVING THE SETTLEMENT AND THE JUDGMENT DISMISSING THIS ACTION AS AGAINST THE FG DEFENDANTS, AND ALL ORDERS AND RELEASES THEREIN, UNLESS YOU PROPERLY EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS.

II. CLAIMANT IDENTIFICATION

1. If you purchased or acquired shares or limited partnership interests in one or more of the Funds registered in your name, you are the Beneficial Owner as well as the record owner. If, however, the shares or limited partnership interests were registered in the name of a third party, such as a nominee, bank or brokerage firm through which you purchased the shares or limited partnership interests, you are the Beneficial Owner and the third party is the record owner. Where a fund, trust, or similar investment vehicle was a registered shareholder or limited partner of record or otherwise invested in a Fund, the fund, trust or similar investment vehicle is the Beneficial Owner for purposes of this Settlement, not the underlying investors in the fund, trust or similar investment vehicle. Only one Proof of Claim or request for exclusion can be submitted with respect to each share or limited partnership interest in each of the Funds.

2. Use Part I of this form entitled "Claimant Identification" to identify each owner of record ("nominee"), if different from the Beneficial Owner of the Fund shares or limited partnership interests. **THIS PROOF OF CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER, OR THE LEGAL REPRESENTATIVE OF SUCH OWNER OF THE SHARES OR PARTNERSHIP INTERESTS UPON WHICH THIS CLAIM IS BASED.**

3. All joint owners must sign this Proof of Claim. Executors, administrators, guardians, conservators, or other legal representatives must complete and sign this Proof of Claim on behalf of Persons represented by them and documentation showing their authority must accompany this Proof of Claim and their titles or capacities must be stated. The actual name and Social Security (or other U.S. or foreign taxpayer identification) number and telephone number of the Beneficial Owner must be used to verify and avoid duplicative claims. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

III. INSTRUCTIONS FOR THE PROOF OF CLAIM FORM

1. In the space provided in Part II of this form entitled "Schedule of Transactions in Fund Common Shares or Limited Partnership Interests," supply all required details of your transaction(s) in Fund shares or partnership interests. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet. If you are a Beneficial Owner of more than one of the Funds in which you have a Net Loss of principal, make a copy (or copies) of the Schedule of Transactions and complete a Schedule separately for each Fund.

2. Please provide all of the requested information with respect to all of your transactions in the Fund from your first investment to the present date, inclusive, whether such transactions resulted in a profit or a loss. Failure to report all transactions may result in the rejection of your claim. List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.

3. **You must** also **submit supporting documentation concerning all** of your **transactions and holdings** in the Fund. In most cases, confirmations of subscriptions and redemptions will be sufficient. If you do not have such documentation, you may also attach any documents or schedules that you attached to any tax return that reflect transactions in the Fund. Failure to provide this documentation will delay verification or result in rejection of your claim.

4. If you received any compensation in respect of your investments in the Fund other than through sales of shares or limited partnership interests in the Fund, such as through settlement of any legal claims, please identify that compensation in the Schedule of Transactions, with supporting documentation. If you have not received any such compensation, mark "None."

5. The above materials are designed to provide the minimum amount of information necessary to process many claims. Rust Consulting, Inc. (the "Claims Administrator") may request from you or any nominee, custodian or similar person who invested on your behalf additional information as required to efficiently and reliably verify your claims and calculate your Net Loss. In some cases where the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Settlement Class with the information provided, the Claims Administrator may condition acceptance of the Proof of Claim upon the production of additional information that it may, in its discretion, require to process the claim.

MUST BE RECEIVED
NO LATER THAN
April 17, 2013

Pasha S. Anwar, et al. v. Fairfield Greenwich Limited, et al.
Master File No. 09-cv-118 (VM) (FM)
PROOF OF CLAIM

For Official Use Only

01

Please Type or Print - Use Blue or Black Ink Only



PART I. CLAIMANT IDENTIFICATION - Complete either Section A or B and then proceed to Section C.

A. Complete this Section ONLY if the Beneficial Owner is an individual, joint, UGMA, UTMA or IRA account. Otherwise, proceed to B.

Last Name (Beneficial Owner)	First Name (Beneficial Owner)
<input type="text"/>	<input type="text"/>
Last Name (Joint Beneficial Owner, if applicable)	First Name (Joint Beneficial Owner)
<input type="text"/>	<input type="text"/>
Name of Custodian, if applicable	
<input type="text"/>	

If this account is an UGMA, UTMA or IRA, please include "UGMA", "UTMA", or "IRA" in the "Last Name" box above (e.g., Jones IRA).

B. Complete this Section ONLY if the Beneficial Owner is an entity; i.e., corporation, trust, estate, etc. Then, proceed to C.

Entity Name
<input type="text"/>
Name of Representative (Executor, administrator, trustee, corporate officer, etc.)
<input type="text"/>

C. Account/Mailing Information: If this information changes, follow the instructions contained in #5 on page 6.

Specify one of the following:

Individual(s) Corporation Private Pension Fund IRA, Keogh Partnership Estate Trust

Other:

Number and Street or P.O. Box

City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Foreign Province and Postal Code	Foreign Country	
<input type="text"/>	<input type="text"/>	
Telephone Number (Day)	Telephone Number (Evening)	
<input type="text"/>	<input type="text"/>	
E-mail Address*	Account Number	
<input type="text"/>	<input type="text"/>	

*Email address is not required, but if provided, you authorize the Claims Administrator to use it in providing you with information concerning this claim.

Enter Taxpayer Identification Number below for the Beneficial Owner(s)¹

Social Security or Foreign Taxpayer Identification No.	or	Employer Identification No.
<input type="text"/>		<input type="text"/>

¹ The taxpayer identification number (TIN), consisting of a valid Social Security number (SSN) for individuals or employer identification number (EIN) for business entities, trusts, estates, etc., (or other foreign taxpayer identification number) and telephone number of the Beneficial Owner(s) may be used in verifying this claim.



PART I. CLAIMANT IDENTIFICATION - Continued

I authorize you to contact, if necessary, the following record owner or nominee for the shares or limited partnership interests identified in this Proof of Claim to verify any of the information that I have provided:

Name of Record Owner or Nominee

Address of Record Owner or Nominee

City

State

Zip Code

Foreign Province and Postal Code

Foreign Country

Telephone Number (Day)

Telephone Number (Evening)

E-mail Address*

Account Number

**Email address is not required, but if provided, you authorize the Claims Administrator to use it in providing you with information concerning this claim.*

Responsible Person to Contact at Record Owner or Nominee

Telephone Number of Record Owner or Nominee

Email Address of Record Owner or Nominee

Electronic Transfer Instructions

If you would like your distribution of Settlement proceeds to be electronically transferred to your bank or custodian, please provide us with your electronic transfer instructions below. NOTE: Failure to provide electronic transfer information will result in a physical check being mailed and as a result, electronic transfer will no longer be available.

Bank Name

Bank City/St — Bank Country

Bank Contact

Bank Phone

Bank Account Name

Account Number/IBAN Number

Routing Number/Swift Code

Further Credit To (If Applicable)

Special Instructions or Intermediary Bank Info

PART II: SCHEDULE OF TRANSACTIONS IN FUND SHARES OR LIMITED PARTNERSHIP INTERESTS

Identify the Fund below that is the subject matter of this Proof of Claim. If you invested in and suffered a Net Loss in more than one Fund, you must submit multiple schedules of your transactions and holdings. Failure to do so may result in the omission of transactions or holdings from your claim and your net loss calculation.

- Fairfield Sentry Limited
 Fairfield Sigma Limited
 Fairfield Lambda Limited
 Greenwich Sentry, L.P.
 Greenwich Sentry Partners, L.P.

A. Purchases/Investments or Acquisitions of Fund Shares or Limited Partnership Interests:

Trade Date Month Day Year	Number of Shares/Interests Purchased or Acquired	Purchase or Acquisition Price Per Share	Total Purchase or Acquisition Cost	Currency Type (Ex. USD, EUR or CHF)
1. _____	1. _____	1. _____	1. _____	1. _____
2. _____	2. _____	2. _____	2. _____	2. _____
3. _____	3. _____	3. _____	3. _____	3. _____
4. _____	4. _____	4. _____	4. _____	4. _____
5. _____	5. _____	5. _____	5. _____	5. _____

B. Sales or Redemptions of Fund Shares or Limited Partnership Interests:

Trade Date Month Day Year	Number of Shares/Interests Sold or Redeemed	Sales or Redemption Price Per Share	Total Sales or Redemption Cost	Currency Type (Ex. USD, EUR or CHF)
1. _____	1. _____	1. _____	1. _____	1. _____
2. _____	2. _____	2. _____	2. _____	2. _____
3. _____	3. _____	3. _____	3. _____	3. _____
4. _____	4. _____	4. _____	4. _____	4. _____
5. _____	5. _____	5. _____	5. _____	5. _____

C. Fund Shares or Limited Partnership Interests held as of December 10, 2008:

Number of Shares/Investment Interests: _____ Currency Type: _____

I have already received the following compensation for the Net Loss that I incurred from my investments in Fund shares or limited partnership interests, such as through settlement of legal claims (or mark "None"):

None

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, YOU MUST PHOTOCOPY THESE PAGES, SIGN AND PRINT YOUR NAME ON EACH ADDITIONAL PAGE AND CHECK THIS BOX

YOU MUST READ THE REPRESENTATIONS AND CERTIFICATION ON PAGES 4 AND 5 AND SIGN THE CERTIFICATION ON PAGE 5.

PART III. REPRESENTATIONS

I (We) _____ submit this Proof of Claim under the terms of the Order Preliminarily Approving Settlement filed November 30, 2012 (the "Order").

1. I (We) am (are) a Settlement Class Member (as defined in the Notice), that I am (we are) not one of the persons or entities excluded from the Settlement Class, that I am (we are) not acting on behalf of any such excluded person or entity, that I (we) have not requested to be excluded from the Settlement Class, that I (we) believe that I am (we are) eligible to receive a distribution under the terms and conditions of the Plan of Allocation as defined and set forth in the Notice, and that I (We) have not submitted any other Proof of Claim in this Action covering the same holdings in the Fund(s) and know of no other person having done so on my (our) behalf.

2. I (We) hereby acknowledge that I (we) submit to the jurisdiction of the United States District Court for the Southern District of New York with respect to my (our) claim as a Settlement Class Member (as defined in the Notice) and for purposes of enforcing the release set forth in any judgments or orders which may be entered in the Action.

3. I (We) hereby warrant and represent that I (we) have read the Notice and the Stipulation of Settlement, as amended by the Amendment to Stipulation of Settlement dated as of December 12, 2012 (collectively, the "Stipulation") and understand that, pursuant to ¶ 25 of the Stipulation and through operation of the final judgment to be entered by the Court, I (we) shall have fully, finally and forever released, relinquished and discharged claims against the Released Parties as set forth in ¶ 25 of the Stipulation and the defined terms set forth therein. I (We) further acknowledge and agree that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action, including without limitation, the release of claims against the Released Parties as set forth in ¶ 25 of the Stipulation and the defined terms set forth therein.

4. I (We) hereby warrant and represent that as to any claim for Net Loss that I (we) are making, I (we) have included information about all of my (our) holdings in the Fund(s) and all of my (our) transactions relating to those holdings in the Fund(s). I (We) agree to furnish additional information to Plaintiffs' Lead Counsel (as defined in the Notice) or the Claims Administrator to support this Proof of Claim if required to do so. I (We) authorize any nominee, custodian or similar person who is the registered shareholder or limited partner of record with respect to the shares or limited partnership interest in a Fund for which I am (we are) the Beneficial Owner to disclose to the Claims Administrator my status as the Beneficial Owner and information regarding transactions related to my (our) holdings in the Fund.

PART VI. CERTIFICATION

Under penalty of perjury, I (we) hereby certify and represent that:

I (WE) am (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because: (i) the claimant(s) is (are) exempt from backup withholding; or (ii) the claimant(s) has (have) not been notified by the IRS that he/she/it/they is (are) subject to backup withholding as a result of a failure to report all interest or dividends; or (iii) the IRS has notified the claimant(s) that I (WE) am (are) no longer subject to backup withholding. ***If the IRS has notified the claimant(s) that he/she/it/they is (are) subject to backup withholding, please strike out the language in the preceding sentence indicating that the claim is not subject to backup withholding in the certification above.***

I (WE) DECLARE UNDER THE PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT ALL OF THE FOREGOING INFORMATION SUPPLIED ON THIS PROOF OF CLAIM FORM BY THE UNDERSIGNED IS TRUE AND CORRECT. BY EXECUTING THIS CERTIFICATION, I (WE) ACKNOWLEDGE AND AGREE TO BE BOUND BY ANY FINAL JUDGMENT IN THE ACTION RELATING TO THE SETTLEMENT, INCLUDING WITHOUT LIMITATION ANY RELEASE CONTAINED THEREIN.

Signature of Claimant

Signature of Joint Claimant, if any

Print Name of Claimant

Print Name of Joint Claimant, if any

Date

Date

If claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of Person Completing Form

Print Name of Person Completing Form

Date

Capacity of person signing on behalf of claimant, if other than an individual, e.g., executor, president, custodian, etc.

ACCURATE CLAIMS PROCESSING TAKES A
SIGNIFICANT AMOUNT OF TIME.

THANK YOU FOR YOUR PATIENCE.

REMINDER CHECKLIST:

1. Please sign the claim form on page 5 above.
2. Remember to attach supporting documentation for all transactions in the Fund(s).
3. Keep a copy of your claim form and supporting documentation for your records.
4. The Claims Administrator will acknowledge receipt of your Proof of Claim by mail or email within 45 days of receipt. Your claim is not deemed filed until you receive such an acknowledgment. If you do not receive an acknowledgment within 45 days, please contact the Claims Administrator by telephone toll free at 1-855-263-3450 or, from non-United States telephones, at 1-612-359-7949 or by email at info@FairfieldGreenwichLitigation.com.
5. If you move or change your address, telephone number or email address, please submit the new information to the Claims Administrator, as well as any other information that will assist us in contacting you. **NOTE:** Failure to submit updated information to the claims administrator may result in the claim administrator's inability to contact you regarding issues with your claim or to deliver a payment to you.

THIS PROOF OF CLAIM MUST BE RECEIVED BY THE CLAIMS ADMINISTRATOR

NO LATER THAN APRIL 17, 2013 AT THE FOLLOWING ADDRESS:

Fairfield Greenwich Securities Litigation
c/o Rust Consulting, Inc
P.O. Box 2874
Faribault, MN 55021-8674
(by regular mail)

Fairfield Greenwich Securities Litigation
c/o Rust Consulting, Inc.
201 Lyndale Ave. S
Faribault, MN 55021
(by courier)

EXHIBIT B

Media Buy Report

Anwar v Fairfield Greenwich Limited-FINAL



Paid Media				
Print Media				
	<u>Unit Type/Size</u>	<u>Date Ad(s) Ran</u>	<u>Page # of Ad</u>	<u>Tearsheet Received?</u>
Wall Street Journal-Americas	Quarter Pg-El Mercurio-Chile	12/21/2012	B9	Yes
Wall Street Journal-Americas	Quarter Pg-Valor Economico-Brazil	12/21/2012	B13	Yes
Wall Street Journal-Americas	Quarter Pg-El Tiempo-Columbia	12/21/2012	17	Yes
Wall Street Journal-Americas	Quarter Pg-Listin Diario-Dominican Republic	12/21/2012	5D	Yes
Wall Street Journal-Americas	Quarter Pg-El Comercio-Ecuador	12/21/2012	9	Yes
Wall Street Journal-Americas	Half Pg-Siglo Veintiuno-Guatemala	12/21/2012	14	Yes
Wall Street Journal-Americas	Quarter Pg-El Norte, Reforma, Mural-Mexico	12/21/2012	Mural-5, El Norte-7, Reforma-9	Yes
Wall Street Journal-Americas	Quarter Pg-El Nacional-Venezuela	12/21/2012	7	Yes
Wall Street Journal-Americas	Quarter Pg-La Nacion Argentina	12/24/2012	17	Yes
Wall Street Journal-Americas	Half Pg-La Prensa Grafica-El Salvador	12/26/2012	33	Yes
Wall Street Journal-Americas	Half Pg-Siglo Veintiuno-Guatemala	12/26/2012	7	Yes
Wall Street Journal-Americas	Half Pg-La Prensa-Honduras	12/26/2012	65	Yes
Wall Street Journal-Americas	Half Pg-El Comercio-Peru	12/26/2012	B11	Yes
Wall Street Journal-Americas	Quarter Pg-La Nacion Argentina	12/27/2012	21	Yes
Wall Street Journal-Americas	Quarter Pg-Valor Economico-Brazil	12/27/2012	B11	Yes
Wall Street Journal-Americas	Quarter Pg-El Mercurio-Chile	12/27/2012	B11	Yes
Wall Street Journal-Americas	Quarter Pg-El Tiempo-Columbia	12/27/2012	12	Yes
Wall Street Journal-Americas	Quarter Pg-Listin Diario-Dominican Republic	12/27/2012	7D	Yes
Wall Street Journal-Americas	Half Pg-La Prensa Grafica-El Salvador	12/27/2012	31	Yes
Wall Street Journal-Americas	Half Pg-La Prensa-Honduras	12/27/2012	75	Yes
Wall Street Journal-Americas	Quarter Pg-El Norte, Reforma, Mural-Mexico	12/27/2012	Mural-11, El Norte-15, Reforma-19	Yes
Wall Street Journal-Americas	Quarter Pg-La Prensa-Panama	12/27/2012	49A	Yes
Wall Street Journal-Americas	Half Pg-El Comercio-Peru	12/27/2012	B11	Yes
Wall Street Journal-Americas	Quarter Pg-El Nacional-Venezuela	12/27/2012	5	Yes
Wall Street Journal-Americas	Quarter Pg-El Comercio-Ecuador	12/28/2012	9	Yes
Wall Street Journal-Americas	Quarter Pg-La Prensa-Panama	12/28/2012	51A	Yes
Wall Street Journal-Global	One-Sixth Pg	12/21/2012	US-B5, Europe-19, Asia-19	Yes
Wall Street Journal-Global	One-Sixth Pg	12/27/2012	US-C8, Europe-21, Asia-5	Yes

EXHIBIT C

OPINION

No Guardrails, Again

[Wonder Land]



By DANIEL HENNINGER

With Newtown, the American people seem to sense that it is a moment to stand down and think hard about whether something's amiss in their society. And it's not just the guns. We have been here before.

In 1993, the U.S. reacted with national shock at the murder of abortion-clinic doctor David Gunn. President Bill Clinton condemned the Gunn killing, and Sen. Joe Biden called for legislative remedies. The Journal's editorial-page editor then, Bob Bartley, asked me to write an editorial, and the result was "No Guardrails."

What follows is an abbreviated version of that editorial, which was about the linkages between cultural disarray and personal disarray. Not much has changed in the years since.

The gunning down of abortion doctor David Gunn in Florida last week by Michael Frederick Griffin shows us how small the barrier has become that separates civilized from uncivilized behavior in American life. In our time, the United States suffers every day of the week because there

are now so many marginalized people among us who don't understand the rules, who don't think that rules of personal or civil conduct apply to them, who have no notion of self-control.

As the saying goes, there was a time in the United States when life seemed more settled, when emotions, both private and public, didn't seem to run so continuously at breakneck speed, splattering one ungodly tragedy after another across the evening news. How did this happen to the United States? How, in T.S. Eliot's phrase, did so many become undone?

We think it is possible to identify the date when the U.S., or more precisely when many people within it, began to tip off the emotional tracks. A lot of people won't like this date, because it makes their political culture culpable for what has happened. The date is August 1968, when the Democratic National Convention found itself sharing Chicago with the street fighters of the anti-Vietnam War movement.

The real blame here does not lie with the mobs who fought bloody battles with the hysterical Chicago police. The larger responsibility falls on the intellectuals—university professors, politicians and journalistic commentators—who said then that the acts committed by the

protesters were justified or explainable. That was the beginning. America had a new culture for political action and for personal living.

The virtue known as self-restraint was devalued. Certain rules that for a long time had governed behavior also became devalued. Whatever else was going on here, we were lowering the barriers of acceptable political and personal conduct.

For its own protection, American society needs to rediscover self-control and self-restraint.

You can argue, as many did and still do, that all this was necessary because the established order wouldn't respond or change. But then you still need to account for the nation's simultaneous dive into extensive social and personal dysfunction. You need to account for what is happening to those people within U.S. society who seem least able to navigate the political and personal torrents that they become part of, like Michael Griffin.

Those endless demonstrations were merely one part of a much deeper shift in American culture—away from community

and family rules of conduct and toward more autonomy, more personal independence. As to limits, you set your own. The intellectuals and political leaders who led the movement did very well, or at least survived and even won celebrity and fame. They are born with large reservoirs of intelligence and psychological strength. But for a lot of other people it hasn't been such an easy life to sustain. The personal crackups float like flotsam through the country's hospitals and streets.

These more vulnerable people, who in different ways must try to live along life's margins, are among the reasons a society erects rules. They are guardrails. It's true that we need to distinguish good rules from bad rules and periodically re-examine old rules. But the broad movement that gained force during the anti-war years consciously and systematically took down the guardrails. Incredibly, even judges pitched in.

But let's get something straight about the consequences. If as a society we want to live under conditions of constant challenge to institutions and limits on personal life, then we should stop crying over all the individual casualties, because there are going to be a lot of them. That today is the status quo. The alternative is to start rethinking it.

Write to henninger@wsj.com

CORPORATE NEWS

Gun Maker's CEO Enters Tricky Terrain

Before Shootings in U.S., Smith & Wesson's Debney Sought to Introduce More Sophisticated Marketing

By JAMES R. HAGERTY

P. James Debney, a Briton with a background in plastic-wrap and trash-bag sales, has been trying to introduce more sophisticated marketing to the gun business since he became chief executive of Smith & Wesson Holding Corp. last year.

In September, Mr. Debney told investors at a conference that "what we get excited about is that expanded user base and the level of social acceptance that we see now out there. It is socially acceptable to carry a firearm, more so than before—to carry a firearm for protection, have one at home for protection, go to the range to shoot as a pastime, as a hobby."

Until Friday's shootings at an elementary school in Newtown, Conn., he had no idea how tricky the company's marketing challenge would become.

After spending much of the past year talking up the gun business's growth prospects, Mr. Debney has refused to comment on how affected by the public reclusion over the 27 murders in Newtown, Conn., over the killings has improved chances that the Obama administration will push for gun controls. "We are not available at this time," said a Smith & Wesson spokeswoman. The company's guns weren't involved in the Newtown shootings.

Mr. Debney and others in the industry have been especially eager to court more women. Smith & Wesson sponsors the NRA Women's Network, whose website provides information and links to shopping sites featuring such items as pink "bra holsters."

Amid fast-rising sales, S&W's stock price soared to nearly \$11 a share in late November from around \$3 a year earlier. It dropped below \$8 Tuesday before starting to recover Wednesday, closing at \$8.35 a share.

Mr. Debney, who is in his mid-40s, worked until about four years ago at a former Alcoa Inc. unit that made store-brand plastic wrap and other common household items. He has a chemistry degree from the University of Manchester and helped Alcoa open a plant in Bulgaria in 2006.

In a recent interview with BusinessWest, a western Massachusetts publication, Mr. Debney said he knew almost nothing about guns before joining the 160-year-old Smith



Smith & Wesson chief P. James Debney hasn't commented on how the school massacre may affect his industry.

& Wesson and had prepared for his first interview there by borrowing a friend's gun to practice shooting in the woods. He joined the gun maker in 2009 and became CEO in September 2011.

As an outsider, Mr. Debney concluded that the company didn't do enough market research and was too slow to launch products in response to changing consumer tastes. "We're transitioning away from being that longtime engineering-led company to a company that behaves like a consumer-products business...led by a strong marketing team," he told investors in March.

Smith & Wesson is known for steel revolvers, such as those celebrated in the "Dirty Harry" movies. But Mr. Debney has noted that the growth area in handguns is lighter-weight pistols, made partly of plastic and small enough to slip into a pocket or a purse. In the market for that type of pistol, he has said, Smith & Wesson trails far behind Glock GmbH Austria and Springfield Armory Inc. of Geneseo, Ill. As part of an effort to catch up, Smith & Wesson introduced a pistol early this year called M&P Shield, which is about 6 inches long and less than an inch thick. The slogan: "Shield Yourself."

Mr. Debney told investors in September that old-style shotguns and bolt-action rifles were on the wane and the hunting market was "soft."

But semiautomatic rifles, known in the trade as "modern sporting rifles," were "very, very popular," he said. He also pointed to growth prospects from "a younger demographic" that "grew up playing videogames" and was "very interested in firearms."

Though the risk of tougher gun controls has risen, gun makers can still count on growth in the market for pistols bought for personal protection, said Rommel Dionisio, an analyst at Wedbush Securities in New York. "There is a perception that crime is on the increase because of the economy," Mr. Debney said at a con-

ference in March. "That is definitely driving the trend...towards purchasing firearms for personal protection."

For now, a public restraint by gun makers is appropriate after such a horrific event, said James Gregory, chief executive of Core-Brand LLC, a New York-based brand consulting firm that has done work for Smith & Wesson but isn't currently advising the gun maker. Mr. Gregory said the industry should be preparing to respond publicly within a month.

"They need to rethink their messages," Mr. Gregory added. The emphasis should be on what the gun makers are doing to promote safe gun use, including training and ways to keep them locked. Gun makers may need to take a cue from the alcohol industry and include safety messages in all advertising, Mr. Gregory said. He added that the industry should show itself open to a dialogue on gun controls.

One challenge for gun makers may be to show flexibility on gun restrictions without offending too many of their core customers, many whom vehemently oppose any new controls. The industry will also need to counter the view that firearms endanger their owners. Adam Lanza shot his mother, Nancy Lanza, at their home with one of her own guns before killing 26 people and himself at the school, the police have said.

Rebels Without a Clue

[Bookshelf]



Cypherpunks
By Julian Assange
(OR, 186 pages, \$20)
This Machine Kills Secrets
By Andy Greenberg
(Dutton, 370 pages, \$27.95)

By LUKE ALLNUTT

You can't buy Julian Assange's new book at Barnes & Noble. Or through Amazon.com. And he probably wouldn't be all that pleased if you "liked" it on Facebook, either. In "Cypherpunks: Freedom and the Future of the Internet," Mr. Assange and three of his acolytes—Jacob Appelbaum, Andy Müller-Maguhn and Jérémie Zimmermann—warn us that the Internet, once a "platonic realm," is now under attack not just from the state but also from corporations like Google and Facebook. They argue that the Internet is the

"most dangerous facilitator of totalitarianism we have ever seen" and that, "within a few years, global civilization will be a post-modern surveillance dystopia" controlled by an omniscient combine of big government and big capital.

In Mr. Assange's world of superheroes and villains, the state is always coercive and malevolent. According to the WikiLeaks founder and his co-authors, governments will soon gobble up "every relationship expressed or communicated, every web page read, every message sent and every thought googled, and then store this knowledge, billions of interceptions a day, undreamed of power, in vast top secret warehouses, forever."

Many of the issues that the four men bring up in conversation—the book is written in the form of a dialogue—are pressing and germane: privacy in the social-media age, how companies treat our data, and the ease and affordability of mass surveillance. There is much to worry about in a world where car-insurance rates could one day be calculated by what we "like" on Facebook or where health insurers could track through our Google search data to monitor risky behaviors and perhaps even use the resulting information to deny us coverage. But the issues remain rather abstract—and they certainly aren't made clearer by Mr. Assange's end-of-days rants.

"Cypherpunks," named for the movement that gave birth to WikiLeaks, is intended as a call to

arms. But the authors never really tell us how we will get to the surveillance society of their nightmares. Mr. Assange sees the future as a complex totalitarian structure that "only the smart rats" can navigate. He, of course, sees himself as one of the "smart rats," and when the cyber-apocalypse comes, he thinks, the "high-tech rebel elite" will find shelter from the raging storm, with the rest of us left scavenging in the digital wilds.

The authors hope to avoid this impending dystopia through the use of encryption technologies—algorithms that render text and other information unreadable without access to encryption keys, thanks to which "people can mesh together to create regions free from the coercive force of the outer state." That might sound like a mundane and technical solution to such a grandiose critique, but it says a lot about where WikiLeaks and Mr. Assange came from.

It is a world explored in depth in Andy Greenberg's fascinating and well-researched "This Machine Kills Secrets," which looks at the hackers and activists who were arguing in the 1990s that cryptography, the practice of communicating in code, shouldn't just be the preserve of governments and militaries but should be used by civilians to protect their privacy against the surveillance state.

The book is at its best when tracing the evolution of the cypherpunk movement. Many of the cypherpunks were deeply suspicious of the state and hoped that the widespread use of cryptography could lead to political change.

They envisaged their own communities and their own currencies. The more eccentric among them even believed that, with cryptography, "Big Brother could be rendered a toothless nanny."

The cypherpunks' first big victories came in the 1990s. They helped pressure the U.S. to relax export restrictions on software containing cryptography and pioneered its use for nonmilitary purposes. Their second notable victory was WikiLeaks, which

The 'cypherpunks' couldn't have found a worse leader than Julian Assange.

debuted in 2006 and began publishing secret and classified information from public and private sources. All those years hammering out manifestoes and drawing up scenarios on obscure listservs were finally bearing fruit—the networked few took on Leviathan and won. Or as the science-fiction writer Bruce Sterling wrote: "At last—at long last—the homemade nitroglycerin in the old cypherpunks blast shack has gone off." WikiLeaks, as Mr. Greenberg shows, "inspired an entire generation of political hackers and digital whistleblowers."

If they are anything like Julian Assange, that is a frightening thought. When WikiLeaks launched, it truly did seem to herald a new era—for good or ill. But the longer it has been around, the clearer it has become that some of

Mr. Assange's assumptions were badly flawed. Most people don't want to sift through millions of illegally obtained emails from governments or corporations. Even when cooperative journalists have done the hard work for the cypherpunks, the revelations rarely include evidence of the grand state and corporate conspiracies in which Mr. Assange clearly believes.

The cypherpunks of the 1990s were prescient in the sense that the issues they were discussing—privacy, censorship, the surveillance state—are still the fault lines running through policy debates about the Internet. But they couldn't have found a worse standard-bearer for their message than Mr. Assange.

Many in the press who at first embraced him have found that they couldn't trust him, and his public image has slipped from charismatic rebel to something close to a farcical figure, as he dabbles in sexual-assault claims, suffers house arrest in an English state home and finally too retreats to the embassy of a Latin American government with a dubious record on press freedom.

In a recent interview with BusinessWest, a western Massachusetts publication, Mr. Debney said he knew almost nothing about guns before joining the 160-year-old Smith

Reading "Cypherpunks" suggests that many of the members of the movement never really wanted to go on making the same old speeches to themselves, clinging to their belief in the emancipatory power of code.

Mr. Allnutt writes about digital topics for the Tangled Web blog of Radio Free Europe/Radio Liberty.



A man looks at guns at the Smith & Wesson booth during the National Shooting Sports Foundation's annual trade show in Las Vegas last year.

Legal Notice

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

PASHA S. ANWAR, et al.,
Plaintiffs,
v.
FAIRFIELD GREENWICH LIMITED, et al.,
Defendants.

Master File No. 09-cv-118 (VM)

SUMMARY NOTICE

TO: All beneficial owners of shares or limited partnership interests in Fairfield Sentry Limited, Fairfield Sigma Limited, Fairfield Lambda Limited, Greenwich Sentry, L.P. and Greenwich Sentry Partners, L.P. (collectively, the "Funds") as of December 10, 2008 (whether as holders of record or traceable to a shareholder or limited partner account of record) ("Beneficial Owners"), who suffered a Net Loss of principal invested in the Funds (collectively, the "Settlement Class"). If you meet the above class definition, you could get a payment from a class action settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Southern District of New York, that a hearing will be held on March 22, 2013, at 11:00 a.m., before The Honorable Victor Marrero, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York (the "Court"), for the purpose of determining (1) whether the proposed partial settlement of claims in the above-captioned Action for consideration including the sum of \$50,250,000 in cash, plus an additional \$30,000,000 that may be distributed subject to certain conditions, should be approved by the Court as fair, reasonable and adequate; (2) whether this Action should be dismissed with prejudice as to the FG Defendants pursuant to the terms and conditions set forth in the Stipulation dated as of November 6, 2012, as amended by the Amendment to the Stipulation of Settlement dated as of December 12, 2012; (3) whether the proposed plan to distribute the settlement proceeds (the "Plan of Allocation") is fair, reasonable and adequate and therefore should be approved; and (4) whether the application of Plaintiffs' Lead Counsel for the payment of attorneys' fees and expenses incurred in connection with this Action and reimbursement of the Representative Plaintiffs' reasonable costs and expenses (including lost wages) directly related to their representation of the Settlement Class should be approved.

If you were a Beneficial Owner of shares or limited partnership interests in one or more of the Funds as of December 10, 2008 and suffered a Net Loss in principal on your investment in those shares or limited partnership interests, your rights may be affected by this Settlement, including the release and extinguishment of claims you may possess relating to your ownership interest in the Funds. Net Loss means the total cash investment made by a Beneficial Owner in a Fund, directly or indirectly through one or more intermediaries, less the total amount of any redemptions or withdrawals or recoveries by that Beneficial Owner from or with respect to the same Fund.

If you are a member of the Settlement Class, in order to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim and Release form that is received no later than April 17, 2013, establishing that you are entitled to recovery.

If you desire to be excluded from the Settlement Class, you must submit a request for exclusion to Fairfield Greenwich Securities Litigation, c/o Rust Consulting, Inc., P.O. Box 2874, Faribault, MN 55021-8674 so that it is received by February 15, 2013. Any objection to any aspect of the Settlement must be filed with the Court, Plaintiffs' Counsel Designee and Settling Defendants' Counsel Designee, no later than February 15, 2013.

If you wish to receive a detailed Notice concerning the terms of the Settlement or the Proof of Claim and Release form, you may obtain copies by writing to Fairfield Greenwich Securities Litigation, c/o Rust Consulting, Inc., P.O. Box 2874, Faribault, MN 55021-8674, or by visiting www.FairfieldGreenwichLitigation.com.

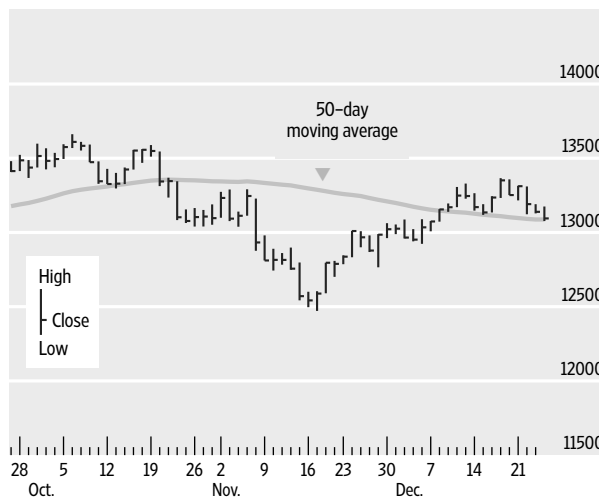
DO NOT TELEPHONE THE COURT, THE CLERK'S OFFICE OR ANY OF THE DEFENDANTS OR COUNSEL FOR THE DEFENDANTS REGARDING THIS NOTICE.

DATED: December 21, 2012

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SCANNING THE GLOBE

Dow Jones Industrial Average P/E: 15
LAST: 13094.61
YEAR TO DATE: 877.05, or 7.2%
OVER 52 WEEKS: 803.26, or 6.5%

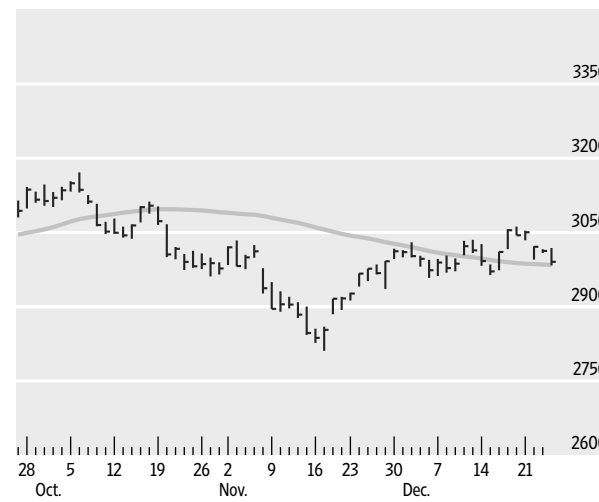


*Price-to-earnings ratio for the Nasdaq 100 Note: Price-to-earnings ratios are for trailing 12 months

DJIA component stocks

Table listing DJIA component stocks including AT&T, Alcoa, AmExpress, BankAm, Boeing, Caterpillar, Chevron, Cisco, CocaCola, Disney, DuPont, ExxonMobil, GenElec, HewlettPck, HomeDpt, Intel, IBM, JPMorgChas, JohnsJohns, McDonalds, Merck, Microsoft, Pfizer, ProctGamb, 3M, TravelersCos, UnitedTech, UtDHDtp, Verizon, and Walmart with their respective volume, price, and percentage change.

Nasdaq Composite Index P/E: 16*
LAST: 2990.66
YEAR TO DATE: 385.51, or 14.8%
OVER 52 WEEKS: 400.68, or 15.5%



U.S. stocks: most active...

Table listing most active U.S. stocks including BankAm, FordMotor, RschlnMotn, SPDR S&P 500, RiteAid, Nokia, FacebookCIA, AnnalyCap, Microsoft, SPDR FncISeIct, GenElec, BrclIPthgVIX ShFut, EngGr-Cmg ADS, Herbalife, and Zynga.

Biggest gainers...

Table listing biggest gainers including DqoNewEnergyADS, CapTrA, SuperMedia, SouthmFrst, and VS2xVIXShortTerm.

...Biggest losers

Table listing biggest losers including Medifast, ParametricSound, Novogen ADS, BOS BettrOnln, and Ampl-Am.

S&P 500 Index P/E: 17
LAST: 1418.27
YEAR TO DATE: 160.67, or 12.8%
OVER 52 WEEKS: 168.63, or 13.5%



ADRs of Asian companies*

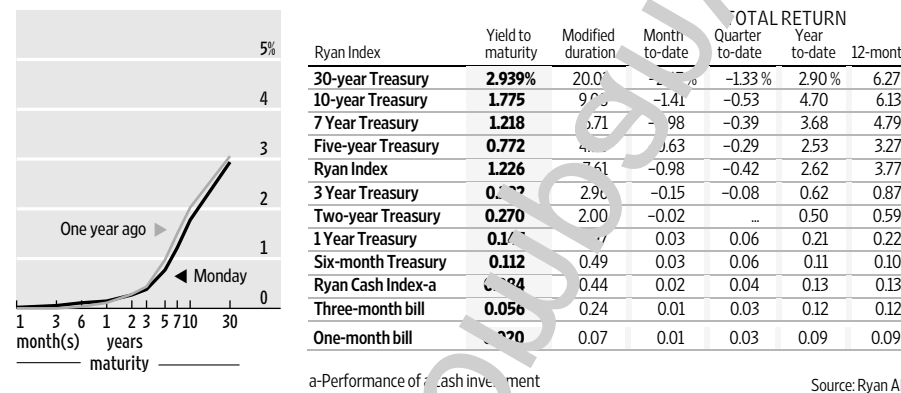
Table listing ADRs of Asian companies including Baidu ADS, SuntechPwr, TaiwanSemi, SonyADS, UtdMicro ADS, KoreaElecPwr, FocusMediaHldg, MitsuUFJ ADS, Citirprint ADS, Nippon ADS, BHPBilton ADS, LG Display ADS, Netease, NmuraHldg, ICICI Bk ADS, ToyotaMtr ADS, SK Tele ADS, Panasonic ADS, HDFC Bnk, TataMtrs ADS, Canon ADS, Wipro ADS, Chinalfns ADS, Alumina ADS, HondaMtr ADS, AU Optmcs, Posco, ChinaUnicomHK, DRdyLab ADS, and KT Crp ADS.

*Most active American depository receipts tracked by Dow Jones

Source: WSJ Market Data Group

U.S. Treasury yield curve

The curve shows the yield to maturity of current bills, notes and bonds as of 3 p.m. ET.



Key money rates

Table listing key money rates including Prime rates, Euro Libor, Eurodollars, U.S. discount, Fed-funds target, Call money, Overnight repurchase rates, and Libor.

Sources: WSJ Market Data Group, SIX Financial Information, ICAP

WORLD NEWS: INDIA

India Embraces Cash Transfers for Poor

Direct Deposits to Replace Welfare Checks Nationwide; Micro-ATMs, Biometric Screening Pose New Hurdles

By AMOL SHARMA

DOHAKATU, India—Officials in this impoverished eastern Indian village are among their first recipients of a new aid program in India that replaces their mailed welfare checks with cash deposited directly into new, dedicated bank accounts.

The dramatic shift in how India delivers social benefits will affect hundreds of millions of poor citizens, who now must pick up their mailed welfare checks at post offices. The current system sometimes caused payment delays of days or weeks, and left welfare recipients vulnerable to having to pay bribes to get their payouts. The new method puts cash in personal bank accounts that receive entitlement payments for everything from old-age pension to scholarships to salaries for public-works projects.

The program, which officially begins in January and will be rolled out nationally by the end of next year, will put \$58 billion in cash into the bank accounts of some 90 million poor households. Beneficiaries will withdraw the money using a high-tech system that verifies their identities using fingerprint scans.

Poor households will also get cash deposits to buy basic commodities such as kerosene and cooking gas at market rates. That would replace subsidies that currently go to distributors, who are supposed to offer discounts—a system that critics say is plagued by waste and fraud.

The new payment approach doesn't create any new entitlement programs for the poor. But the ruling Congress party has trumpeted it as a signature antipoverty initiative, hoping it will prove a master stroke ahead of national elections in 2014. Party leaders say direct deposits will ensure entitlements get to beneficiaries instead of being siphoned off by middlemen, and are touting the slogan "Your Money in Your Hands."

The payment approach—which puts cash in personal accounts—aims to ensure entitlements aren't siphoned off by middlemen.

Dohakatu is a village of subsistence potato and rice farmers in Jharkhand state. Its residents largely depend on government handouts to survive and it is among the handful of regions that participated in early trials of cash transfers and have a head-start in the rollout. People here are already getting direct cash deposits for a range of benefits.

"We are quite confident the cash transfer scheme will create magic in the next election," said Shahzada Anwar, a Congress party official in Jharkhand who was in Dohakatu village recently to watch locals withdraw cash.

Leaders of the Bharatiya Janata Party, Congress's main opposition in New Delhi, have criticized the Congress party for over-politicizing the initiative, but haven't attacked the idea of the new direct payments. India's budget deficit was 5.8% of

Money to the Masses

India's new approach to funding welfare programs will reach many more households than other large programs around the world.

Table comparing India's welfare programs to those in China, Indonesia, Brazil, South Africa, and Mexico, showing the number of households targeted and the purpose of the programs.

Sources: U.K. DFID; UNDP; World Bank; Government of India

The Wall Street Journal

gross domestic product in the year ended March 31. The government says the new cash deposit program can generate much-needed savings by eliminating corruption such as people using fake identification documents to get the same welfare benefit twice. There are about \$13.3 billion in potential net savings from cash transfers through 2021, according to a recent government-funded study.

To withdraw money under the program, beneficiaries must present a 12-digit unique identification number that every Indian is gradually being issued—220 million people have them so far. Then, they must scan their fingers on a portable device known as a micro-ATM, which validates their identity in a national biometric database.

"No one can falsify their identity and get away with it," Finance Minister P. Chidambaram said recently.

India took inspiration for its new approach from other big emerging economies, including Brazil, Mexico, Turkey and South Africa, which have started cash transfer programs to combat poverty and social inequality.

Transferring cash for 29 government welfare programs will be a massive administrative undertaking. The first challenge is to open bank accounts quickly in places like Dohakatu: only 40% of India's 1.2 billion people have bank accounts, and only 36,000 of India's 600,000 villages even have a bank branch.

The micro-ATMs depend on creaky wireless connectivity with slow speeds. Banks will have to be equipped to process a flood of transactions in their networks. Cooking gas-related transactions alone could number 1.7 billion per year.

About 2,000 people are participating in the Jharkhand cash transfer program now. In Dohakatu, part of Ramgarh District, locals were streaming into a ramshackle community center on a recent afternoon to withdraw cash. Among them was Riman Devi, a 51-year-old widow.

Her salary for digging wells and ponds as part of the government rural jobs program was deposited directly into her first-ever bank account that was created last month. Rather than go to a distant bank branch to access it, Ms. Devi approached an official and uncertainly handed over a card with her 12-digit ID number printed on it.

He keyed the number into a micro-ATM. She scanned her finger to

withdraw her week's salary: 400 rupees, or \$7. Everything checked out. The official reached into his pocket, pulled out a wad of bills and paid her. (He, in turn, gets reimbursed by the government.)

Ms. Devi said the new system beats the old approach of getting government payments from the local post office, which often wasn't open or would run out of money. "Sometimes it took two to three days to get the money. It was very difficult. It's faster here," she said.

Glitches in technology were on

display in Tigma, a group of farming villages 19 kilometers west of Ranchi, Jharkhand's capital. Some 39 people signed up to participate in the new program in October, but 30 of them weren't able to take out cash from the micro-ATM despite trying several times. The main problem, authorities said, was that their new bank accounts at state-owned Bank of India weren't "seeded" with unique ID information for beneficiaries—so it was impossible to verify people's identities.

From a political standpoint, putting cash into the bank accounts of the poor would seem like "manna from heaven" for the Congress-led government, says Ravi Srivastava, a development economist who has studied cash transfers. But he said it would be "incredibly folly" for the government to underestimate the challenges of executing the project in such a quick time frame.

"This whole thing has raised expectations to an unrealistic level, both within government and within the Congress party," he said.

"It looks to me like everything wasn't totally ready," said, Mahmood Alam, a representative for local banks in Tigma who operates the micro-ATM machine.

A.K. Pathak, assistant general manager of Bank of India, said the snafu in an isolated incident that has been resolved.

There are some major limitations to the cash transfer project, critics say. Biometric screening ensures that people trying to get benefits are who they say they are—and eliminates duplicate subsidies. But if a person is being excluded from benefits now because they aren't classified as below the poverty line, or is wrongly classified as eligible for benefits, nothing in the cash transfer program will detect that or change it.

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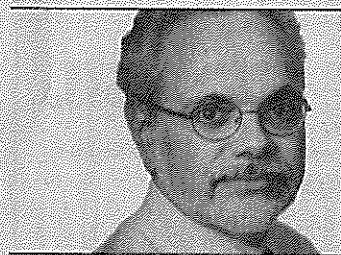
—Rajesh Roy and Krishna Pokharel contributed to this article.

Legal Notice from the United States District Court Southern District of New York regarding Pasha S. Anwar et al. vs. Fairfield Greenwich Limited et al. Includes summary notice and terms of the settlement.

Como trabalho em casa pode reduzir custos para a empresa

Capital

David Wessel



A seguradora americana Aetna Inc. temia perder talentos quando fechou algumas filiais depois de adquirir a U.S. Healthcare Inc., em 1996. Assim, decidiu deixar alguns funcionários trabalharem em casa. Dez anos depois, apenas 9% de seus empregados trabalhavam em casa em tempo integral.

Mas em meados dos anos 2000, a seguradora começou a ver que trabalhar em casa era mais que um favor aos funcionários. "Houve um momento em que percebemos que havia aí uma oportunidade para reduzir os custos, em particular com imóveis", disse Eleese Wright, vice-presidente sênior de recursos humanos, que trabalha na sede da Aetna em Hartford, no Estado de Connecticut.

Hoje, quase metade — 47% — dos 35.000 funcionários da Aetna nos Estados Unidos trabalha em casa. Não estamos falando em responder e-mails depois do jantar ou trabalhar em casa às sextas-feiras. Estamos falando em ficar em casa todos os dias: nada de ter um computador ou mesa em algum escritório da empresa.

Dan DeLucia, vice-presidente da unidade da Aetna que negocia acordos com médicos e hospitais, trabalha em sua casa em Syracuse, no Estado de Nova York, há nove anos. "Fiquei indeciso no começo", disse ele.

como iria administrar as coisas de longe. Na época, não havia mensagens instantâneas nem vídeo com a velocidade de hoje.

"Mas logo percebi que, na verdade, eu falava mais e me comunicava mais [...] do que quando estava presente num escritório", acrescentou, lembrando os velhos tempos em que trocava e-mails com colegas a dois cubículos de distância.

Muitos empregadores nos EUA incentivam o trabalho em casa. Cerca de 20% dos funcionários da Cigna Corp., outra seguradora da área de Hartford, trabalham em casa. Uma pesquisa do Escritório do Censo dos EUA indica que 9,4 milhões de americanos, ou 6,6% dos trabalhadores, trabalham exclusivamente em casa em seu emprego principal em 2010, contra 4,8% em 1997. Mas poucas firmas foram tão longe como a Aetna.

A extensão com que a Aetna moveu o trabalho do escritório para a casa dos funcionários reflete o esforço incessante das grandes empresas americanas de serviços para cortar custos, bem como o efeito que a disseminação de comunicações baratas, confiáveis e rápidas, em especial a internet, exerce sobre a economia.

No passado, o trabalho e a casa ficavam no mesmo lugar — fosse a fazenda ou a loja. O conceito de trabalhar fora de casa surgiu no início do século XIX, diz Ellen Hartigan-O'Connor, historiadora da Universidade da Califórnia em Davis. As fábricas da região da Nova Inglaterra, no nordeste dos EUA, empregavam moças, e depois imigrantes, para trabalhar nas máquinas e os alojavam em dormitórios. Escritórios se proliferavam e contratavam funcionários, que se mudavam para as cidades e moravam em pensões. "Essa separação dava apoio a uma fantasia da classe média de que o lar era um refúgio seguro

disse ela.

Hoje, trabalhar em casa é principalmente para aqueles cujo emprego gira em torno de computador, telefone e internet. A Aetna requer dos funcionários que tenham um lugar sossegado para trabalhar. Ela exige e paga por móveis de escritório se necessário, assim como um arquivo e um triturador de documentos, mais computador, telefone e internet.

"Transformei um dos quartos em escritório", disse Susan O'Donnell, enfermeira de Northfield, no Estado de Connecticut, que há 12 anos saiu de um hospital e se tornou analista de seguros na Aetna; já faz 7 anos que ela trabalha em casa. Ela valoriza a flexibilidade ("Posso dar um pulo no mercado, se precisar"), o fim das incômodas viagens diárias até o trabalho e mais tempo para a família.

E a empresa economiza. A Aetna estima que seus gastos com imóveis e custos relacionados sejam de 15% a 25% mais baixos com esse arranjo — uma economia anual de uns US\$ 80 milhões. O trabalho em casa reduziu o espaço total de escritórios da Aetna em 250.000 metros quadrados, calcula a empresa. Algumas unidades pedem que o funcionário passe um ano no escritório antes de trabalhar em casa. Outras demandam uma produtividade acima da média.

A mudança transformou a cultura empresarial da Aetna. Há esforços deliberados para que funcionários remotos participem nas teleconferências. Algumas unidades marcam reuniões só para que empregados se conheçam pessoalmente. Supervisores dão dicas sobre como separar o horário de trabalho do resto do dia.

Há uma desvantagem: quem trabalha em casa tende a engordar. A Aetna agora oferece personal trainers on-line para que o pessoal de casa se manter em

CORTE DISTRITAL DOS ESTADOS UNIDOS DA AMÉRICA DISTRITO SUL DE NOVA IORQUE

PASHA S. ANWAR, *et al.*,

Autores,

Arquivo mestre nº 09-cv-118 (VM)

v.
FAIRFIELD GREENWICH LIMITED,
et al.,

Réus.

RESUMO DA NOTIFICAÇÃO

PARA: Todos os proprietários beneficiários de ações ou participações em sociedades por quotas de responsabilidade limitada na Fairfield Sentry Limited, Fairfield Sigma Limited, Fairfield Lambda Limited, Greenwich Sentry, L.P. e Greenwich Sentry Partners, L.P. (coletivamente, os "Fundos") a partir de 10 de dezembro de 2008 (sejam como detentores do registro ou associados a um acionista ou conta de sócio de responsabilidade limitada do registro) ("Proprietários Beneficiários"), que sofreram uma Perda Líquida de capital investido nos Fundos (coletivamente, a "Classe de Acordo"). Se a definição de classe acima for atendida, é possível obter pagamento de um acordo de ação coletiva.

Esta Notificação foi autorizada por um tribunal federal. Esta solicitação não provém de um advogado.

ESTÁ DESTA FORMA NOTIFICADO, nos termos de um Despacho do Tribunal Distrital dos Estados Unidos do Distrito Sul de Nova York, que uma audiência será realizada no dia 22 de março de 2013, às 11:00 horas, perante Sua Excelência, o Senhor Victor Marrero, no Fórum Daniel Patrick Moynihan dos Estados Unidos, situado à 500 Pearl Street, Nova Iorque, Nova Iorque (o "Tribunal"), com a finalidade de determinar (1) se a proposta de acordo parcial das reivindicações da intitulada Ação para apreciação, incluindo a soma de US\$ 50.250.000 em dinheiro, além de um adicional de US\$ 30.000.000,00 que podem ser distribuídos, desde que sejam respeitadas certas condições, pode ser aprovada pelo Tribunal como justa, razoável e adequada; (2) se esta ação deve ser julgada improcedente com prejuízo dos Réus da FG, de acordo com os termos e condições estabelecidos na Estipulação datada de 6 de novembro de 2012; como emendado pela Emenda à Estipulação de Acordo datada de 12 de dezembro de 2012; (3) se o plano proposto para distribuir os proventos do acordo (o "Plano de Distribuição") é justo, razoável e adequado e, portanto, deve ser aprovado; e (4) se o requerimento do advogado principal do Autor para o pagamento de honorários advocatícios e despesas incorridas em conexão com esta ação e reembolso de despesas e custos razoáveis dos Representantes dos Autores, incluindo salários perdidos, diretamente relacionados a sua representação da Classe de Acordo deve ser aprovado.

Se você foi um Proprietário Beneficiário de ações ou participações em sociedades por quotas de responsabilidade limitada em um ou mais Fundos a partir de 10 de dezembro de 2008 e sofreu uma Perda Líquida de capital em seus investimentos nessas ações ou participações em sociedades por quotas de responsabilidade limitada, seus direitos podem ser afetados por este Acordo, incluindo a liberação e extinção de reivindicações que possam existir relativas à sua participação no capital dos Fundos. Perda Líquida significa o investimento total em dinheiro feito por um Proprietário Beneficiário em um Fundo, direta ou indiretamente, através de um ou mais intermediários, deduzido o montante total de quaisquer resgates ou retiradas ou recuperações por Proprietário Beneficiário a partir de ou com relação ao mesmo Fundo.

Se você é membro da Classe de Acordo, para participar da distribuição do Fundo Líquido de Compensação, é necessário enviar um formulário de Habilitação de Crédito e Liberação que seja recebido o mais tardar em 17 de abril de 2013, estabelecendo que você tem direito à recuperação.

Caso desejar ser excluído do Acordo de Classe, deve-se enviar um pedido de exclusão para Fairfield Greenwich Securities Litigation, c/o Rust Consulting, Inc., O.O. Box 2874, Fairbault, MN 55021-8674, de modo que seja recebido até 15 de fevereiro de 2013. Qualquer oposição a qualquer aspecto do Acordo deve ser apresentada ao Tribunal, Designado pelos Advogados dos Autores e Designado dos Advogados dos Réus, até 15 de fevereiro de 2013.

Caso queira receber uma Notificação detalhada sobre os termos do Acordo ou o formulário de Habilitação de Crédito e Liberação, é possível obter cópias escrevendo para Fairfield Greenwich Securities Litigation, c/o Rust Consulting Inc., PO Box 2874, Fairbault, MN 55021-8674 ou visitando o site www.FairfieldGreenwichLitigation.com.

NÃO TELEFONE PARA O TRIBUNAL, CARTÓRIO OU QUALQUER UM DOS RÉUS OU ADVOGADO DOS RÉUS SOBRE ESTE AVISO.

DATADO EM: 21 de dezembro de 2012

POR ORDEM DO TRIBUNAL DA
CORTE DISTRITAL DOS ESTADOS UNIDOS
DISTRITO SUL DE NOVA IORQUE

Empresas

receita publicitária de seus bem-sucedidos canais no YouTube.

Na sede da empresa de comunicação social da Red Bull, em Santa Mônica, Califórnia, há ícones das iniciativas do vasto departamento de marketing esportivo da matriz em Fuschl, na Áustria, incluindo o carro de corrida da equipe de Fórmula 1 da Red Bull. Ele está estacionado ao pé de uma enorme escultura em forma de onda que tem marcas das visitas de praticantes de skate e de profissionais do BMX.

No fundo do prédio, há um estúdio de gravação completo, um dos oito operados pela Red Bull Records. As gravações feitas ali invariavelmente acabam no canal da Red Bull no YouTube dedicado à música.

“Isso nos dá acesso e propriedade sobre coisas que de outro modo teríamos de pagar para ter”, diz Werner Brell, diretor da Red Bull Media House North America, subsidiária lançada no ano passado.

A companhia de comunicação diz que isso já está ajudando a pagar os extravagantes gastos em marketing esportivo. Está incluído aí o patrocínio de 500 atletas e centenas de eventos espalhados a cada ano, de saltos de motocicleta perto da Grande Esfinge de Guizé, no Egito, a uma competição de snowboard no Canadá. A Red Bull quer que sua produção de conteúdo se sustente sozinha e seja mais um centro de lucros para a companhia.

“Nossa ordem é construir uma entidade de comunicações comercialmente viável. Então, tudo o que fazemos tem como que uma etiqueta de preço”, diz Brell.

Trazer as produções da Red Bull para o azul será desafiador. A companhia gastou cerca de US\$ 20 milhões no Red Bull Stratos, título do salto espacial de Baumgartner. Ela vendeu patrocínio para a transmissão ao vivo pelo YouTube para a General Motors, mas distribuiu gratuitamente a cena para outros canais. Isso ocorreu em parte porque a operação foi montada como um projeto científico; dados biométricos e vários outros serão enviados para a Nasa e outras partes interessadas. Mas as transmissões gratuitas também

THE WALL STREET JOURNAL AMERICAS.

WSJ.COM/BRASIL

Os produtores da rede Bull suspeitam que o projeto Stratos foi inicialmente prejudicado por uma percepção de que era apenas um truque publicitário: a equipe levou um ano para persuadir a Força Aérea Americana a emprestar uma válvula de controle de pressão necessária para tornar a roupa espacial de Baumgartner funcional.

Um dos atrativos da Red Bull é a sua popularidade com consumidores que não assistem TV do jeito que as pessoas costumam assistir. A Red Bull “nos ajuda a continuar a atingir uma população mais jovem e traz mais desses telespectadores para a nossa programação”, diz Rob Simmelkjaer, vice-presidente senior da NBC Sports Ventures, a divisão esportiva do canal americano de televisão NBC. No mês que vem, a rede fará a estreia da segunda temporada da Red Bull Signature Series na rede e em seu canal a cabo de esportes, com 35 horas de surfe, snowboard, mountain bike e outros esportes de ação. O programa é produzido pela unidade de comunicações da Red Bull, que está colaborando com a NBC para vender publicidade e patrocínio para o programa e dividir o faturamento.

Alguns telespectadores jovens podem achar os touros do logotipo da bebida mais familiares — e talvez mais confiáveis — do que o pavão que simboliza a rede de TV.

Esse programa deve ser avaliado em termos do seu público alvo e não dos anunciantes por trás dele, diz Samir Husni, diretor do Centro de Inovação Magazine, uma organização da Universidade do Mississippi que reúne especialistas em publicações e propaganda. “Já é tempo de as pessoas da minha idade superarem isso. Esse é o futuro”, diz Husni, que tem 59 anos.

Husni dá notas altas para a revista “Red Bulletin”, que ele considera uma alternativa de velha-guarda à avalanche de conteúdo digital que é jogada sobre o público alvo. “É uma das poucas revistas que compartilho com meu filho, que tem 25 anos. Ele nunca me disse: ‘Pai, isto é só publicidade para a Red Bull.’” Porém, acrescenta Husni, “a revista nunca irá gerar dinheiro. É apenas um meio de direcionar a audiência para todas essas

canalizaram a indústria da comunicação social tradicional fortaleceram novos entrantes. A Red Bull começou a transferir vídeos para o YouTube em 2006. “Cedo para marcas estabelecidas”, observa o responsável por conteúdo esportivo no YouTube, Claude Ruibal.

O principal canal da Red Bull tem mais de um milhão de assinantes, perdendo apenas para o da confederação americana de basquete, a NBA, entre os canais esportivos do YouTube. A audiência impulsiona a receita que a empresa obtém com anúncios no canal.

Há três semanas, a cidade canadense de Niagara Falls, na província de Ontário, foi inundada pela Red Bull quando a marca promoveu três dias de competição em uma pista de gelo de 400 metros que serpenteava da Skylon Tower, a torre de observação das famosas cachoeiras, para baixo até uma calçada com vista para elas. Sob luzes, jovens em patins de hóquei corriam pela pista feita sob encomenda com curvas fechadas e quedas de 45 graus. Cerca de 30.000 pessoas se reuniram para assistir ao evento, batizado Red Bull Crashed Ice.

Com a turnê Crashed Ice, que inclui competições na Suíça e na Holanda, a Red Bull está trabalhando para que a modalidade seja reconhecida como esporte, embora tenha sido inventado pela equipe de marketing 11 anos atrás. Os organizadores até cogitam transformá-lo um dia em esporte olímpico.

No curto prazo, porém, a Crashed Ice é crítica para a aposta da empresa em comunicação social. Os melhores momentos do evento em Niagara Falls serão exibidos no próximo mês na estreia da Red Bull Signature Series. Entre os anunciantes estão a Dodge, que estava promovendo seu novo modelo Dart.

Especialistas do setor dizem que o valor desse patrocínio, junto com as vendas de anúncios durante a exibição de duas horas na NBC, provavelmente deve ficar aquém do orçamento para o evento, cuja produção custou cerca de US\$ 3,5 milhões para a Red Bull, segundo autoridades de Niagara Falls. Vendas de anúncios da série não são “a única peça no quebra-cabeça do

CORTE DISTRITAL DOS ESTADOS UNIDOS DA AMÉRICA
DISTRITO SUL DE NOVA IORQUE

PASHA S. ANWAR, et al.,

Autores,

v.

FAIRFIELD GREENWICH LIMITED,
et al.,

Réus.

Arquivo mestre nº 09-cv-118 (VM)

RESUMO DA NOTIFICAÇÃO

PARA: Todos os proprietários beneficiários de ações ou participações em sociedades por quotas de responsabilidade limitada na Fairfield Sentry Limited, Fairfield Sigma Limited, Fairfield Lambda Limited, Greenwich Sentry, L.P. e Greenwich Sentry Partners, L.P. (coletivamente, os “Fundos”) a partir de 10 de dezembro de 2008 (sejam como detentores do registro ou associados a um acionista ou conta de sócio de responsabilidade limitada do registro) (“Proprietários Beneficiários”), que sofreram uma Perda Líquida de capital investido nos Fundos (coletivamente, a “Classe de Acordo”). Se a definição de classe acima for atendida, é possível obter pagamento de um acordo de ação coletiva.

Esta Notificação foi autorizada por um tribunal federal. Esta solicitação não provém de um advogado.

ESTÁ DESTA FORMA NOTIFICADO, nos termos de um Despacho do Tribunal Distrital dos Estados Unidos do Distrito Sul de Nova York, que uma audiência será realizada no dia 22 de março de 2013, às 11:00 horas, perante Sua Excelência, o Senhor Victor Marrero, no Fórum Daniel Patrick Moynihan dos Estados Unidos, situado à 500 Pearl Street, Nova Iorque, Nova Iorque (o “Tribunal”), com a finalidade de determinar (1) se a proposta de acordo parcial das reivindicações da intitulada Ação para apreciação, incluindo a soma de US\$ 50.250.000 em dinheiro, além de um adicional de US\$ 30.000.000,00 que podem ser distribuídos, desde que sejam respeitadas certas condições, pode ser aprovada pelo Tribunal como justa, razoável e adequada; (2) se esta ação deve ser julgada improcedente com prejuízo dos Réus da FG, de acordo com os termos e condições estabelecidos na Estipulação datada de 6 de novembro de 2012; como emendada pela Emenda à Estipulação de Acordo datada de 12 de dezembro de 2012; (3) se o plano proposto para distribuir os proventos do acordo (o “Plano de Distribuição”) é justo, razoável e adequado e, portanto, deve ser aprovado; e (4) se o requerimento do advogado principal do Autor para o pagamento de honorários advocatícios e despesas incorridas em conexão com esta ação e reembolso de despesas e custos razoáveis dos Representantes dos Autores, incluindo salários perdidos, diretamente relacionados a sua representação da Classe de Acordo deve ser aprovado.

Se você foi um Proprietário Beneficiário de ações ou participações em sociedades por quotas de responsabilidade limitada em um ou mais Fundos a partir de 10 de dezembro de 2008 e sofreu uma Perda Líquida de capital em seus investimentos nessas ações ou participações em sociedades por quotas de responsabilidade limitada, seus direitos podem ser afetados por este Acordo, incluindo a liberação e extinção de reivindicações que possam existir relativas à sua participação no capital dos Fundos. Perda Líquida significa o investimento total em dinheiro feito por um Proprietário Beneficiário em um Fundo, direta ou indiretamente, através de um ou mais intermediários, deduzido o montante total de quaisquer resgates ou retiradas ou recuperações por Proprietário Beneficiário a partir de ou com relação ao mesmo Fundo.

Se você é membro da Classe de Acordo, para participar da distribuição do Fundo Líquido de Compensação, é necessário enviar um formulário de Habilitação de Crédito e Liberação que seja recebido o mais tardar em 17 de abril de 2013, estabelecendo que você tem direito à recuperação.

Caso desejar ser excluído do Acordo de Classe, deve-se enviar um pedido de exclusão para Fairfield Greenwich Securities Litigation, c/o Rust Consulting, Inc., O.O. Box 2874, Fairbault, MN 55021-8674, de modo que seja recebido até 15 de fevereiro de 2013. Qualquer oposição a qualquer aspecto do Acordo deve ser apresentada ao Tribunal, Designado pelos Advogados dos Autores e Designado dos Advogados dos Réus, até 15 de fevereiro de 2013.

Caso queira receber uma Notificação detalhada sobre os termos do Acordo ou o formulário de Habilitação de Crédito e Liberação, é possível obter cópias escrevendo para Fairfield Greenwich Securities Litigation, c/o Rust Consulting Inc., PO Box 2874, Fairbault, MN 55021-8674 ou visitando o site www.FairfieldGreenwichLitigation.com.

NÃO TELEFONE PARA O TRIBUNAL, CARTÓRIO OU QUALQUER UM DOS RÉUS OU ADOVADO DOS RÉUS SOBRE ESTE AVISO.

DATADO EM: 21 de dezembro de 2012

POR ORDEM DO TRIBUNAL DA
CORTE DISTRITAL DOS ESTADOS UNIDOS
DISTRITO SUL DE NOVA IORQUE

Deterioro de la relación comenzó con factor Instagram: Facebook y Twitter libran una batalla por las fotos de sus usuarios en internet

Las dos empresas han tenido varios conflictos en los últimos meses relacionados a su tecnología, estrategia y, últimamente, la competencia por captar publicidad móvil.

BYLYNN BOSELY y JESSICA ORTEGA

La lucha entre Facebook y Twitter para convertirse en el destino obligado para compartir fotos en Internet empezó a escalar.

Instagram, que es un ramero de Facebook Inc., lanzó el martes una herramienta en Internet al día siguiente de haberse lanzado para iOS. Luego de recibir durante horas las airadas reacciones de sus clientes, Instagram aclaró que no vendió, como temían los usuarios, fotos de las redes para fines publicitarios.

Las nuevas condiciones, sin embargo, reflejan un cambio más profundo en Facebook y en la corrección de la red social. Facebook trata de espantar más ganancias de Instagram, que no registraba ingresos cuando se lanzó en abril por alrededor de 150 millones.

Parte de la estrategia

Las escaramuzas con Twitter Inc., que es su rival más importante para compartir fotos estilizadas de Instagram en línea, son parte de esa estrategia.

Las dos empresas han tenido varios conflictos en los últimos meses relacionados a su tecnología, estrategia y, últimamente, la competencia por captar publicidad móvil.

La semana pasada, Instagram desahució una función que permitía a sus usuarios publicar fotos directamente en Twitter e indicó que prohibió que sus miembros usen sus perfiles sociales en línea. Twitter contestó rápidamente al anunciar nuevos "filtros" de imágenes digitales para sus propios usuarios para publicar fotos. Los filtros, que son parecidos a los de Instagram, permiten a la gente tomar retratos con teléfonos inteligentes y convertirlos en fotos



para Facebook para Twitter. El servicio alcanzó 7.3 millones de usuarios activos diarios en agosto y se pasó por primera vez a Twitter a los 6.87 millones de usuarios activos de Twitter, según un informe.

Desde entonces, la brecha se ha ampliado. Instagram registró 17% más de usuarios activos diarios que Twitter el mes pasado, según un informe. Las nuevas puestas en pantalla de 321 millones en Instagram en noviembre, comparado con 196 millones en Twitter, según un informe.

Twitter anunció esta semana que más de 200 millones de personas se conectan al servicio al menos una vez al mes. Aunque Instagram no revela cuántos usuarios mensuales, Facebook sostuvo que Instagram tiene más de 100 millones de usuarios registrados.

La relación entre Instagram y Twitter comenzó a deteriorarse después de que Facebook adquiriera la compañía del servicio fotográfico en abril. Twitter, cuyo fundador Jack Dorsey fue uno de los primeros inversionistas de Instagram, también había invitado a comprar la empresa, indicaron fuentes del ramo.

a las marcas anunciadoras. No queda claro cómo se beneficiarían esas marcas. El presidente ejecutivo, Kevin Systrom, señaló en el blog de la compañía que preferiría seguir participando en productos publicitarios pero indicó que un día de mañana podría presentarse las cuentas de marcas que siguen las reglas de un sistema.

Ese tipo de publicidad sería similar a los sistemas patrocinados de Twitter que aparecen arriba al lado y permiten a los usuarios a seguir marcas relevantes. Un año de noticias financieras, por ejemplo, puede mostrar un aviso en Twitter que sugiera artículos con gustos parecidos, como personas que siguen las cuentas de Twitter de bancos o especialistas de finanzas, para seguir la cuenta de sus páginas de Internet. Twitter también vende "filtros patrocinados", por los que los anunciantes pagan por la intención de llegar a amplios grupos de usuarios.

Aunque no es de extrañar que Instagram esté centrado las bases de un negocio rentable, sus ambiciones la hacen correr el riesgo de tratar a sus seguidores, que no recordaron su

SOLICITADA

TRIBUNAL DEL DISTRITO DE ESTADOS UNIDOS DISTRITO SUR DE NUEVA YORK

MARIA S. ANWAR, y otros,
Demandantes,

Exponen nuestro a: 10-cv-118 (VM)

FAIRFIELD GREENWICH LIMITED, y otros,
Demandados.

NOTIFICACIÓN SUBSIDIARIA

PARA: Todos los titulares usufructuarios de acciones o intereses en una sociedad constituida en Fairfield Green Limited, Fairfield Green Limited, Fairfield Limited Limited, Greenwich Realty, L.P. y Greenwich Realty Partners, L.P. (colectivamente conocidos como "Fondos") el día 10 de diciembre de 2012 (colectivamente se los llama titulares de registro o participantes a un acuerdo o cuenta de acción constituida de registro) (los "Titulares usufructuarios"), que incluyen una Porción una del capital invertido en los Fondos (colectivamente conocidos como el "Grupo del Acuerdo"). Si usted coincide con la definición de grupo que aparece, podrá obtener un pago de las acciones en una demanda colectiva.

Un Tribunal federal envió esta notificación. Esto es en una actividad de un abogado.

POR EL PRESENTE SE LE NOTIFICA, en virtud de una Orden del Tribunal del Distrito de los Estados Unidos para el Distrito Sur de Nueva York, que se celebrará una audiencia el día 22 de marzo de 2013 a las 11 (11) a. m., ante el Honorable juez Victor Marrero del Palacio Judicial de los Estados Unidos, United States Courthouse, 400 West Street, Nueva York, Nueva York (el "Tribunal"), con el fin de determinar (1) si la propuesta de acuerdo presentada por los reclamantes en la Acción (véase precedentemente para su consideración), incluida la suma de \$30,200,000 en efectivo, más una suma adicional de \$30,180,000 que podrá ser distribuida según ciertas condiciones, debe ser aprobada por el Tribunal como justa, razonable y adecuada; (2) si esta Acción debe ser desestimada con efecto de cosa juzgada con respecto a los Demandados PG en virtud de los términos y condiciones que se estipularon en el Pacto de compra y venta suscritos de 2011, tal como fueron modificados por la Escritura del Pacto del Acuerdo, el 17 de diciembre de 2011; (3) si la propuesta de plan para distribuir el producto del acuerdo (el "Plan de reparto") es justa, razonable y adecuada y, por consiguiente, si debe ser aprobada; y (4) si la voluntad del Abogado principal de los Demandantes para el pago de los honorarios y gastos de los abogados en los que se ha incurrido en relación con esta Acción y el nombramiento de los comités y gastos relacionados de los Demandantes representantes (incluyendo una suma puntual) devengados relacionados que el representante del Grupo del Acuerdo debe ser aprobada.

Si usted era un Titular usufructuario de acciones o intereses en una sociedad constituida en uno o más de los Fondos al día 30 de diciembre de 2012 y usted era un Titular una en el capital de un acuerdo en más acciones o intereses en la sociedad constituida, sus derechos podrán verse afectados por esta Acción, inclusive la emisión y la cobertura de las reclamaciones que pueda tener en la corrección a su interés de titularidad en los Fondos. Porción una se refiere a la inversión total en efectivo realizado por un Titular usufructuario en un Fondo, directa o indirectamente, a través de uno o más intermediarios, menos el monto total de cualquier venta, retiro o recuperación de dicho Titular usufructuario de dicho respecto al mismo Fondo.

Si usted es miembro del Grupo del Acuerdo, para poder participar en la distribución del Fondo Neto del Acuerdo, debe presentar un formulario de Compromiso de declarar sus y acciones que deberá ser recibido a más tardar el 17 de abril de 2013, en el que se establece que usted tiene derecho a la recuperación.

Si desea ser notificado del Grupo del Acuerdo, debe enviar una solicitud de notificación a Fairfield Greenwich Securities Litigation, c/o Reed Crummett, Inc., P.O. Box 3874, Fairport, MN 56141-8674, de modo que se la reciba antes del 17 de febrero de 2013. Cualquier solicitud a un respecto del Acuerdo debe ser presentada ante el Tribunal, ante la persona designada por el abogado de los Demandantes y ante la persona designada por el abogado de los Demandados en concordancia, antes del 15 de febrero de 2013.

Si desea recibir una Notificación detallada con respecto a los términos del Acuerdo o el formulario de Compromiso de declaración y notificación, puede obtener copias escrituradas a Fairfield Greenwich Securities Litigation, c/o Reed Crummett, Inc., P.O. Box 3874, Fairport, MN 56141-8674, o visitando www.FairfieldGreenwichLitigation.com.

NO CONTACTE TELEFÓNICAMENTE CON EL TRIBUNAL NI CON LA OFICINA DEL SECRETARIO O CON ALGUNO DE LOS DEMANDADOS O ABOGADOS DE LOS DEMANDADOS EN LO CONCERNIENTE A ESTA NOTIFICACIÓN.

Acuerdo eliminaría regulaciones en torno al comercio: Estados Unidos evalúa un ambicioso tratado de libre comercio con la UE

Crearía la mayor alianza económica del mundo con cerca de US\$ 927 mil millones de bienes y servicios transados al año.

MATTHEW DALTON y STEPHEN FIDLER

BRUSELAS.— Estados Unidos considera iniciar negociaciones con miras a firmar un acuerdo de libre comercio transatlántico que abra los protegidos mercados agrícolas de Europa, elimine aranceles y reduzca las normas que frenan el comercio y la inversión transfronteriza.

Se trataría de uno de los pactos de libre comercio más complejos y ambiciosos de la historia, que abarcaría la mayor alianza económica del mundo con cerca de US\$ 927.000 millones de bienes y servicios transados al año.

Los funcionarios europeos están deseosos de empezar las negociaciones de cara a un acuerdo que consideran como una fuente muy necesaria de crecimiento para una región que corre el riesgo de caer en su segunda recesión desde que se desató la crisis financiera. Aunque la política comercial normalmente divide a los países de la región, los 27 gobiernos que integran la Unión Europea respaldan el lanzamiento de las conversaciones.

Expectativas

El gobierno estadounidense, por su parte, está más dispuesto a negociar que en años anteriores, a pesar de que el entusiasmo es menor que el exhibido por los europeos.

EE.UU. considera un amplio acuerdo de libre comercio como una forma de abrir los mercados agrícolas de Europa y, posiblemente, flexibilizar las restricciones sobre los cultivos transgénicos que ha criticado durante años.

Funcionarios estadounidenses dicen que aún no se ha tomado ninguna decisión política para iniciar negociaciones de este tipo y recalcan que el presidente Barack Obama es partidario de un pacto siempre y cuando sea "amplio", abra los mercados europeos a las exportaciones agrícolas de EE.UU. y pueda ser concluido de forma relativamente rápida.

Lazos transatlánticos

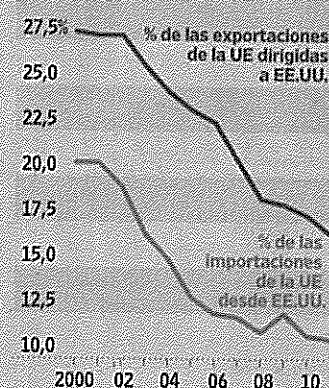
El comercio entre EE.UU. y Europa ha caído en los últimos 10 años mientras ha aumentado el intercambio entre ellos y Asia.

PARTICIPACIÓN DEL COMERCIO DE EE.UU. CON LA UE



Nota: Comercio de bienes. Fuentes: Oficina del Censo de EE.UU.; Eurostat The Wall Street Journal

PARTICIPACIÓN DEL COMERCIO DE LA UE CON EE.UU.



la UE, y de la oficina del Representante Comercial de EE.UU. se han venido reuniendo durante el último año con el fin de producir un informe que esboce las pautas que deben seguir las conversaciones. Michael Froman, consejero adjunto de seguridad nacional de la Casa Blanca, viajó a Bruselas en diciembre para analizar un pacto.

"Este no es un acuerdo fácil", manifestó en una entrevista el comisionado de comercio de la UE, Karel De Gucht.

Robert Hormats, subsecretario de Estado estadounidense para asuntos económicos, energéticos y agrícolas, reconoció en un reciente discurso que un acuerdo ambicioso aporta "beneficios substanciales". Para alcanzarlo, no obstante, "numerosos asuntos complejos y de vieja data necesitan ser resueltos. Queremos tomarnos el tiempo para tratar bien los temas de fondo, de modo que cualquier pacto que negociemos maximice oportunidades económicas generadoras de empleo a ambos lados del Atlántico".

Aunque los aranceles entre EE.UU. y la UE apenas promedian 2%, el enorme volumen anual de intercambio de bienes, alrededor

generales. Las grandes multinacionales, que suelen tener grandes inversiones en las dos economías, también están ansiosas para que se ponga punto final a las regulaciones que bloquean la inversión extranjera, como las reglas que limitan la propiedad foránea en ciertos tipos de infraestructura.

Beneficio

Sin embargo, el principal beneficio de un acuerdo sería la eliminación de regulaciones en torno al comercio. Una de las prioridades de la agenda europea es la revocación de las restricciones sobre las compras del gobierno estadounidense de bienes y servicios europeos. Esto es difícil para Washington puesto que muchas de estas decisiones no son tomadas por el gobierno federal sino por los estados, algunos de los cuales tienen leyes que los obligan a priorizar la compra de bienes estadounidenses.

La Comisión Europea estima que un acuerdo elevaría en 0,52% el PIB de la UE a largo plazo, equivalente a unos 120.000 millones de euros, US\$ 158.250 millones. La economía de EE.UU. también

SOLICITADA

TRIBUNAL DEL DISTRITO DE ESTADOS UNIDOS DISTRITO SUR DE NUEVA YORK

PASHA S. ANWAR, y otros,
Demandantes,
v.
FAIRFIELD GREENWICH LIMITED, y otros,
Demandados.

Expediente maestro n.º 09-cv-118 (VM)

NOTIFICACIÓN SUMARIA

PARA: Todos los titulares usufructuarios de acciones o intereses en una sociedad comanditaria en Fairfield Sentry Limited, Fairfield Sigma Limited, Fairfield Lambda Limited, Greenwich Sentry, L.P. y Greenwich Sentry Partners, L.P. (denominados colectivamente, los "Fondos") al día 10 de diciembre de 2008 (independientemente de que sean titulares de registro o rastreables a un accionista o cuenta de socio comanditario de registro) (los "Titulares usufructuarios"), que sufrieron una Pérdida neta del capital invertido en los Fondos (denominados colectivamente, el "Grupo del Acuerdo"). Si usted cumple con la definición de grupo que antecede, podrá obtener un pago de un acuerdo en una demanda colectiva.

Una tribunal federal autorizó esta notificación. Esta no es una solicitud de un abogado.

POR EL PRESENTE SE LE NOTIFICA, en virtud de una Orden del Tribunal del Distrito de los Estados Unidos para el Distrito Sur de Nueva York, que se celebrará una audiencia el día 22 de marzo de 2013, a las 11:00 a. m., ante el Honorable Juez Víctor Marrero, en el Palacio Judicial de los Estados Unidos Daniel Patrick Moynihan, sito en 500 Pearl Street, Nueva York, Nueva York (el "Tribunal"), con el fin de determinar (1) si la propuesta de acuerdo parcial de las reclamaciones en la Acción citada precedentemente para su consideración, incluida la suma de \$50,250,000 en efectivo, más una suma adicional de \$30,000,000 que podrá ser distribuida sujeta a ciertas condiciones, debe ser aprobada por el Tribunal como justa, razonable y adecuada; (2) si esta Acción debe ser desestimada con efecto de cosa juzgada con respecto a los Demandados FG en virtud de los términos y condiciones que se establecen en el Pacto de fecha 6 de noviembre de 2012, tal como fuera modificado por la Enmienda al Pacto del Acuerdo, el 12 de diciembre de 2012; (3) si la propuesta de plan para distribuir el producto del acuerdo (el "Plan de asignación") es justa, razonable y adecuada y, por consiguiente, si debe ser aprobada; y (4) si la solicitud del Abogado principal de los Demandantes para el pago de los honorarios y gastos de los abogados en los que se ha incurrido en relación con esta Acción y el reembolso de los costos y gastos razonables de los Demandantes representantes (incluidos los salarios perdidos) directamente relacionados con su representación del Grupo del Acuerdo debe ser aprobada.

Si usted era un Titular usufructuario de acciones o intereses en una sociedad comanditaria en uno o más de los Fondos al día 10 de diciembre de 2008 y sufrió una Pérdida neta en el capital de su inversión en tales acciones o intereses en la sociedad comanditaria, sus derechos podrían verse afectados por este Acuerdo, inclusive la exención y la extinción de las reclamaciones que pueda tener en lo concerniente a su interés de titularidad en los Fondos. Pérdida neta se refiere a la inversión total en efectivo realizada por un Titular usufructuario en un Fondo, directa o indirectamente, a través de uno o más intermediarios, menos el monto total de cualquier canje, retiro o recuperación de dicho Titular usufructuario de o con respecto al mismo Fondo.

Si usted es miembro del Grupo del Acuerdo, para poder participar en la distribución del Fondo Neto del Acuerdo, debe presentar un formulario de Comprobante de reclamación y exención que deberá ser recibido a más tardar el 17 de abril de 2013, en el que se establezca que usted tiene derecho a la recuperación.

Si desea ser excluido del Grupo del Acuerdo, debe enviar una solicitud de exclusión a Fairfield Greenwich Securities Litigation, c/o Rust Consulting, Inc., P.O. Box 2874, Faribault, MN 55021-8674, de modo que se la reciba antes del 15 de febrero de 2013. Cualquier objeción a un aspecto del Acuerdo debe ser presentada ante el Tribunal, ante la persona designada por el abogado de los demandantes y, ante la persona designada por el abogado de los demandados en conciliación, antes del 15 de febrero de 2013.

Si desea recibir una Notificación detallada con respecto a los términos del Acuerdo o el formulario de Comprobante de reclamación y exención, puede obtener copias escribiendo a Fairfield Greenwich Securities Litigation, c/o Rust Consulting, Inc., P.O. Box 2874, Faribault, MN 55021-8674, o visitando www.FairfieldGreenwichLitigation.com.

NO CONTACTE TELEFÓNICAMENTE CON EL TRIBUNAL NI CON LA OFICINA DEL SECRETARIO O CON ALGUNO DE LOS DEMANDADOS O ABOGADOS DE LOS DEMANDADOS EN LO CONCERNIENTE A ESTA NOTIFICACIÓN.

FECHADO: 21 de diciembre de 2012

POR ORDEN DEL TRIBUNAL
TRIBUNAL DEL DISTRITO DE LOS ESTADOS UNIDOS

OPINION: REVIEW & OUTLOOK

The Libor Hammer

American and British regulators dropped the Libor hammer on UBS Wednesday, to the tune of \$1.5 billion—or about three times the fine that Barclays paid to settle its Libor case this summer. That's a huge fine for an offense for which no great financial harm has been proven.

Libor, or the London Interbank Offered Rate, is a series of interest-rate benchmarks used in trillions of dollars of financial contracts and instruments. Libor rates are set by panels of banks, each of which puts in its own numbers for borrowing in a given currency at different maturities up to one year.

But each day, the outliers—the highest and lowest rates—are dropped before the rest are averaged together. This makes it hard for one bank to influence the published rate on any given day. But UBS's "Trader 1," as described by the U.S. Justice Department's Statement of Facts, sought to circumvent this by cir-

culating pre-Libor numbers to other brokers that suited his trades.

This and other behavior at the Swiss bank does seem more egregious than Barclays's. According to Justice and the U.K.'s Financial Services Authority, UBS traders leaned on the rate submitters inside the bank for settings that would help their trading positions. And at least one trader seems to have engaged in a complex conspiracy to influence the rates put in by other banks.

Justice also points to at least one instance in which it claims that UBS traders successfully changed the published rate to their profit. Prices are the soul of markets, and attempts to manipulate them dishonestly deserve legal sanction.

In this regard, we take it as a good sign that Justice has indicted two former UBS employees on criminal charges

for Libor manipulation. The pair are innocent until proven otherwise, but real wrongdoing is perpetrated by specific individuals who have criminal intent. Charging, or threatening to charge, entire firms is too often a way to get management to fork over shareholder money without having to prove a case in court. A Japanese unit of the Swiss bank has also pleaded guilty to felony wire fraud in the U.S.

All that said, it's still hard to escape the sense that there's a good deal of ex post facto outrage over Libor, which has become the regulators' surrogate for all that was supposedly wrong in finance before the panic of 2008. Regulators who are now putting the hammer down knew about problems with Libor years ago but did little or nothing to stop any manipulation.

The Financial Times reported

Regulators come down hard on UBS, give themselves a pass.

Benghazi 'Inadequacies'

With chilling detail, an independent U.S. State Department investigation has pointed to "systemic failures" that led to the September 11 terrorist attack in Benghazi. The report is a step toward accountability, but its narrow focus shouldn't obscure the deeper policy failures. It's up to the U.S. Congress to flesh this out.

To say security was "inadequate" is an understatement. The diplomatic mission in Libya's second city was starved of proper equipment and personnel. U.S. diplomats relied on protection on a "poorly skilled" local militia and unarmed contract guards, according to an unclassified version of the report, released Tuesday night. Thomas Pickering, President George H.W. Bush's U.N. ambassador, led the study.

The Pickering report is less useful at explaining the reason for the failures. It faults civil servants at State's bureaus of diplomatic security and Near Eastern Af-

fairs for "a lack of proactive leadership and management ability" on security. Four State underlings were pushed out of their jobs on Wednesday, but the report doesn't say whether Secretary of State Hillary Clinton was aware of security problems at the Libya mission or requests for reinforcements. The Islamist Ansar al-Shariah militia killed four Americans, including Ambassador Chris Stevens, at the diplomatic compound and CIA annex.

Mrs. Clinton, who canceled her appearance Thursday before Senate and House committees after suffering a concussion, wrote to Congress that State would accept "every one" of the report's technical recommendations for improving safety at overseas missions. That's nice but hardly amounts to taking responsibility.

On this score, the report blames the too easy target of a "profoundly lacking" Libyan government for worsening security. Well, they had just had a revolution.

Zingers are also directed at the intelligence community. U.S. analysts failed to "link" growing political violence, the rise of extremist militias and waning state control in eastern Libya. Suffering from a "knowledge gap," the U.S. had "little understanding of militias in Benghazi and the threat they posed to U.S. interests," the report says. In other words the CIA had no idea what was going on, despite two dozen operatives in Benghazi to monitor the Islamist groups.

The report also confirms that "there was no protest prior to the attacks," contrary to White House insistence for eight days afterward—citing intelligence "talking points"—that a demonstration against a YouTube video had gotten out of hand and terrorism wasn't to blame. Why the White House and its spies stuck with this story isn't addressed.



Hillary Clinton

The Great Robert Bork

The U.S. Senate has had many low, retrograde moments, but easily among the worst was its 1987 rejection of Robert Bork to sit on the Supreme Court. Bob Bork died Wednesday at age 85, having contributed far more to American law than the 58 Senators who voted against him and more than most Supreme Court Justices.

It's hard to remember the passions unleashed by Ronald Reagan's nomination of Judge Bork, who was among the most famous jurists of the era. He had been Solicitor General of the U.S. and Acting Attorney General when his superiors resigned during the Watergate trauma.

As a Yale law professor, he was hugely popular as a teacher and hugely influential as a scholar. His 1978 book, "The Antitrust Paradox," helped to revolutionize

antitrust law by focusing less on business market share and more on whether corporate mergers benefit consumers.

Reagan nominated him to the D.C. Circuit in 1981, awaiting what everyone knew would be the eventual Supreme Court selection. The Gipper overlooked him initially to select the first woman, Sandra Day O'Connor. That was his first big mistake.

Then expecting two more openings in his second term, Reagan first nominated Antonin Scalia in 1986 on grounds that Bork was so distinguished he would have an easier confirmation if Democrats took over the Senate later that year. It was an historic miscalculation.

Led by Ted Kennedy and Joe Biden at

his slimiest in charge of the Judiciary Committee, Democrats and the left ran a smear campaign for the ages. Bork wasn't helped by a Reagan White House—in particular by his supposed "sherpa" Ken Duberstein—that underestimated the ferocity of opponents and left him politically undefended until it was too late.

So nasty was the campaign against Bork that his name became a verb—to bork, as in to utterly trash someone's personal and professional reputation. For younger readers who wonder when U.S. politics took on their current poisonous character, the Bork fight was the turning point. Democrats cast the first smear.

Despite his nomination's defeat, Judge

Wednesday that U.S. Treasury Secretary Tim Geithner knew about Libor manipulation in May 2008, even earlier than previously believed. (See our editorial, "Tim Geithner and Libor," July 20, 2012.) And yet he soft-pedaled his criticism of Libor while at the New York Federal Reserve. The New York Fed even used Libor as a benchmark throughout the worst of the crisis, in major contracts to which the U.S. government was party.

When regulators mess up, they don't get indicted. They get promoted.

Numerous civil cases are also pending in U.S. courts, brought by investors who believe they were harmed by Libor manipulation. It's still possible that evidence will emerge that somebody was harmed by the misconduct. To date, we have a lot more evidence that certain traders tried to manipulate Libor to their advantage than that they succeeded in doing so.

The State report also glides over the Administration's actions during the siege. We never learn what Mrs. Clinton did that day. Without going into the details of the options considered, the report says, "The interagency response was timely and appropriate, but there simply was not enough time for armed U.S. military assets to have made a difference." This take-our-word-for-it conclusion lets the Obama Administration off too easily. Why weren't those assets available—and who failed to do the contingency planning?

The larger failure in Libya is about policy and the Administration's worldview. During last year's civil war, the U.S. outsourced the arming of the rebels to Qatar, which favored Islamists. In the aftermath the U.S. did little to help a pro-Western elected government rein in extremists. The White House and Mrs. Clinton wanted to wash their hands of Libya, especially in an election year, and so they chose their "light footprint" abdication. Ambassador Stevens and his comrades paid the price.

Gun Maker's CEO Enters Tricky Terrain

Before Shootings in U.S., Smith & Wesson's Debney Sought to Introduce More Sophisticated Marketing

BY JAMES R. HAGERTY

P. James Debney, a Briton with a background in plastic-wrap and trash-bag sales, has been trying to introduce more sophisticated marketing to the gun business since he became chief executive of Smith & Wesson Holding Corp. last year.

In September, Mr. Debney told investors at a conference that "what we get excited about is that expanded user base and the level of social acceptance that we see now out there. It is socially acceptable to carry a firearm, more so than before—to carry a firearm for protection, have one at home for protection, go to the range to shoot as a pastime, as a hobby."

Until Friday's shooting at an elementary school in Newtown, Conn., he had no idea how tricky the company's marketing challenge could become.

After spending much of the past year talking up the gun business's growth prospects, Mr. Debney has refused to comment this week about how his industry may be affected by the public revulsion over the 27 murders in Newtown. Outrage over the killings has improved chances that the Obama administration will push through at least modest tougher gun controls.

"We are not available at this time," said a Smith & Wesson spokeswoman. The company's guns were involved in the Newtown shootings.

Mr. Debney and others in the industry have been especially eager to court more women. Smith & Wesson sponsors the NRA Women's Network, whose website provides information and links to shopping sites featuring such items as pink "bra holsters."

Amid fast-rising sales, S&W's stock price soared to nearly \$11 a share in late November from around \$3 a year earlier. It dropped below \$8 Tuesday before starting to recover Wednesday, closing at \$8.35 a share.

Mr. Debney, who is in his mid-40s, worked until about four years ago at a former Alcoa Inc. unit that made store-brand plastic wrap and other common household



Smith & Wesson chief P. James Debney, who hasn't commented on how the school massacre may affect his industry, told investors in September that the hunting market was 'soft,' while semiautomatic rifles were 'very, very popular.'

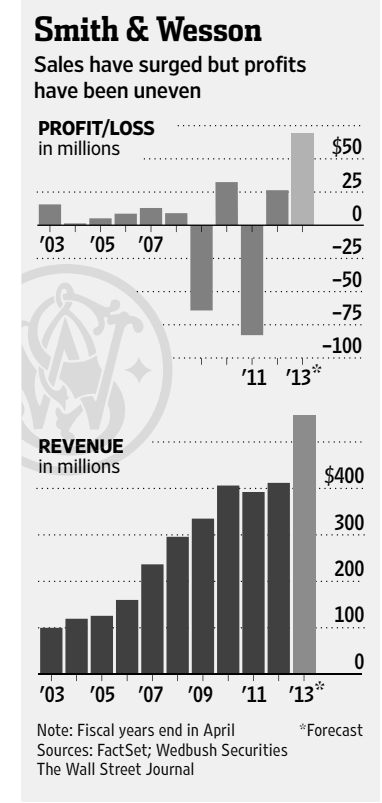
items. He has a chemistry degree from the University of Manchester and helped Alcoa open a plant in Bulgaria in 2006. In a recent interview with BusinessWest, a western Massachusetts publication, Mr. Debney said he knew almost nothing about guns before joining the 160-year-old Smith & Wesson and had prepared for his first interview there by borrowing a friend's gun to practice shooting in the woods. He joined the gun maker in 2009 and became CEO in September 2011.

As an outsider, Mr. Debney concluded that the company didn't do enough market research and was too slow to launch products in response to changing consumer tastes. "We're transitioning away from being that longtime engineering-led company to a company that behaves like a consumer-products business...led by a strong marketing team," he told investors in March.

Smith & Wesson is known for steel revolvers, such as those celebrated in the "Dirty Harry" movies. But Mr. Debney has noted that the growth area in handguns is lighter-weight pistols, made partly of plastic and small enough to slip into a pocket or a purse. In the market for that type of pistol, he has said, Smith & Wesson trails far behind Glock GmbH Austria and Springfield Armory Inc. of Geneseo, Ill. As part of an effort to catch up, Smith & Wesson introduced a pistol early this year called M&P Shield, which is about 6 inches long and less than an inch thick. The slogan: "Shield Yourself."

Mr. Debney told investors in September that old-style shotguns and bolt-action rifles were on the wane and the hunting market was "soft." But semiautomatic rifles, known in the trade as "modern sporting rifles," were "very, very popular," he said. He also pointed to growth prospects from "a younger demographic" that "grew up playing videogames" and was "very interested in firearms." Though the risk of tougher gun

BUSINESS & FINANCE



Legal Notice
UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK
 PASHA S. ANWAR, et al., Plaintiffs,
 v.
 FAIRFIELD GREENWICH LIMITED, et al., Defendants.
 Master File No. 09-cv-118 (VM)
SUMMARY NOTICE
 TO: All beneficial owners of shares or limited partnership interests in Fairfield Sentry Limited, Fairfield Sigma Limited, Fairfield Lambda Limited, Greenwich Sentry, L.P. and Greenwich Sentry Partners, L.P. (collectively, the "Funds") as of December 10, 2008 (whether as holders of record or traceable to a shareholder or limited partner account of record) ("Beneficial Owners"), who suffered a Net Loss of principal invested in the Funds (collectively, the "Settlement Class"). If you meet the above class definition, you could get a payment from a class action settlement.
 A federal court authorized this Notice. This is not a solicitation from a lawyer.
 YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Southern District of New York, that a hearing will be held on March 22, 2013, at 11:00 a.m., before The Honorable Victor Marrero, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York (the "Court"), for the purpose of determining (1) whether the proposed partial settlement of claims in the above-captioned Action for consideration including the sum of \$50,250,000 in cash, plus an additional \$30,000,000 that may be distributed subject to certain conditions, should be approved by the Court as fair, reasonable and adequate; (2) whether this Action should be dismissed with prejudice as to the FG Defendants pursuant to the terms and conditions set forth in the Stipulation dated as of November 6, 2012, as amended by the Amendment to the Stipulation of Settlement dated as of December 12, 2012; (3) whether the proposed plan to distribute the settlement proceeds (the "Plan of Allocation") is fair, reasonable and adequate and therefore should be approved; and (4) whether the application of Plaintiffs' Lead Counsel for the payment of attorneys' fees and expenses incurred in connection with this Action and reimbursement of the Representative Plaintiffs' reasonable costs and expenses (including lost wages) directly related to their representation of the Settlement Class should be approved.
 If you were a Beneficial Owner of shares or limited partnership interests in one or more of the Funds as of December 10, 2008 and suffered a Net Loss in principal on your investment in those shares or limited partnership interests, your rights may be affected by this Settlement, including the release and extinguishment of claims you may possess relating to your ownership interest in the Funds. Net Loss means the total cash investment made by a Beneficial Owner in a Fund, directly or indirectly through one or more intermediaries, less the total amount of any redemptions or withdrawals or recoveries by that Beneficial Owner from or with respect to the same Fund.
 If you are a member of the Settlement Class, in order to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim and Release form that is received no later than April 17, 2013, establishing that you are entitled to recovery.
 If you desire to be excluded from the Settlement Class, you must submit a request for exclusion to Fairfield Greenwich Securities Litigation, c/o Rust Consulting, Inc., P.O. Box 2874, Faribault, MN 55021-8674 so that it is received by February 15, 2013. Any objection to any aspect of the Settlement must be filed with the Court, Plaintiffs' Counsel Designee and Settling Defendants' Counsel Designee, no later than February 15, 2013.
 If you wish to receive a detailed Notice concerning the terms of the Settlement or the Proof of Claim and Release form, you may obtain copies by writing to Fairfield Greenwich Securities Litigation, c/o Rust Consulting, Inc., P.O. Box 2874, Faribault, MN 55021-8674, or by visiting www.FairfieldGreenwichLitigation.com.
 DO NOT TELEPHONE THE COURT, THE CLERK'S OFFICE OR ANY OF THE DEFENDANTS OR COUNSEL FOR THE DEFENDANTS REGARDING THIS NOTICE.
 DATED: December 21, 2012
 BY ORDER OF THE COURT
 UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

WORLD NEWS

India Embraces Cash Transfers for Poor

By AMOL SHARMA

DOHAKATU, India—Residents of this impoverished eastern Indian village are among the first recipients of aid through a new government program that gives cash to the poor through direct deposits in bank accounts, a dramatic shift in how the nation delivers welfare benefits. The program will affect hundreds of millions of poor citizens who now get welfare payments in cash at local post offices. The current system sometimes causes payment delays of days or weeks, and leaves welfare recipients vulnerable to having to pay bribes to get their payouts. The new method will put cash in personal bank accounts that receive entitlement payments for everything from old-age pensions to scholarships to salaries for public-works projects.

Money to the Masses

India's new approach to funding welfare programs will reach many more households than other large programs around the world.

COUNTRY	NUMBER OF HOUSEHOLDS TARGETED	PURPOSE
India	90 million	Electronic payments covering 29 government programs, including health, pension, education, public works and subsidies for basic commodities.
China	22	Cash assistance for households with per-capita income below local poverty lines.
Indonesia	15	Programs include cash to low-income students and cash to replace fuel subsidies.
Brazil	12	Provide \$30 per month to low-income families, if they show regular medical checkups and their kids have 85% school attendance rate.
South Africa	10	Support for raising children in poor families. Aimed at poorest 30% of children.
Mexico	5	Provide cash to low-income families for meeting school attendance and medical checkup conditions.

Sources: U.K. DFID; UNDP; World Bank; Government of India

The Wall Street Journal

The program, which officially begins in January and will be rolled out nationally by the end of next year, will put \$58 billion in cash into the bank accounts of some 90 million poor households. Beneficiaries will withdraw the money using a high-tech system that verifies their identities using fingerprint scans. Poor households will also get cash deposits to buy basic commodities such as kerosene and cooking gas at market rates. That would replace subsidies that currently go to distributors, who are supposed to offer discounts—a system that critics say is plagued by waste and fraud. The new payment approach doesn't create any new entitlement programs for the poor. But the ruling Congress party has trumpeted it as a signature antipoverty initiative, hoping it will prove a master stroke ahead of national elections in 2014. Party leaders say direct deposits will ensure entitlements get to beneficiaries instead of being siphoned off by middlemen, and are touting the slogan "Your Money in Your Hands."

Dohakatu is a village of subsistence potato and rice farmers in Jharkhand state. Its residents largely depend on government handouts to survive and it is among the handful of regions that participated in early trials of cash transfers and have a head-start in the rollout. People here are already getting direct cash deposits for a range of benefits. "We are quite confident the cash transfer scheme will create magic in the next election," said Shahzada Anwar, a Congress party official in Jharkhand who was in Dohakatu village recently to watch locals withdraw cash. Leaders of the Bharatiya Janata Party, Congress's main opposition in New Delhi, have criticized the Congress party for over-politicizing the initiative, but haven't attacked the idea of the new direct payments. India's budget deficit was 5.8% of gross domestic product in the year ended March 31. The government says the new cash deposit program can generate much-needed savings by eliminating corruption such as people using fake identification documents to get the same welfare benefit twice. There are about \$13.3 billion in potential net savings from cash transfers through 2021, according to a recent government-funded study. To withdraw money under the

program, beneficiaries must present a 12-digit unique identification number that every Indian is gradually being issued—220 million people have them so far. Then, they must scan their fingers on a portable device known as a micro-ATM, which validates their identity in a national biometric database. "No one can falsify their identity and get away with it," Finance Minister P. Chidambaram said recently. India took inspiration for its new approach from other big emerging economies, including Brazil, Mexico, Turkey and South Africa, which have started cash transfer programs to combat poverty and social inequality. Transferring cash for 29 government welfare programs will be a massive administrative undertaking. The first challenge is to open bank accounts quickly in places like Dohakatu: Only 40% of India's 1.2 billion people have bank accounts, and only 36,000 of India's 600,000 villages even have a bank branch. The micro-ATMs depend on creaky wireless connectivity with slow speeds. Banks will have to be equipped to process a flood of transactions in their networks. Cooking gas-related transactions alone could number 1.7 billion per year. About 2,000 people are participating in the Jharkhand cash transfer program now. In Dohakatu, part of Ramgarh District, locals were streaming into a ramshackle community center on a recent afternoon to withdraw cash. Among them was Rimam Devi, a 51-year-old widow. Her salary for digging wells and ponds as part of the government rural jobs program was deposited directly into her first-ever bank account that was created last month. Rather than go to a distant bank branch to access it, Ms. Devi approached an official and uncertainly handed over a card with her 12-digit ID number printed on it. He keyed the number into a micro-ATM. She scanned her finger to withdraw her week's salary: 400 rupees, or \$7. Everything checked out. The official reached into his pocket, pulled out a wad of bills and paid her. (He, in turn, gets reimbursed by the government.) Ms. Devi said the new system beats the old approach of getting government payments from the local post office, which often wasn't

open or would run out of money. "Sometimes it took two to three days to get the money. It was very difficult. It's faster here," she said. Glitches in technology were on display in Tigma, a group of farming villages 12 miles west of Ranchi, Jharkhand's capital. Some 39 people signed up to participate in the new program in October, but 30 of them weren't able to take out cash from the micro-ATM despite trying several times. The main problem, authorities said, was that their new bank accounts at state-owned Bank of India weren't "seeded" with unique ID information for beneficiaries—so it was impossible to verify people's identities. "It looks to me like everything wasn't totally ready," said Mahmood Alam, a representative for local banks in Tigma who operates the micro-ATM. A.K. Pathak, assistant general manager of Bank of India, said the snafu is an isolated incident that has been resolved. There are some major limitations to the cash transfer project, critics say. Biometric screening ensures that people trying to get benefits are who they say they are—and eliminates duplicate subsidies. But if a person is being excluded from benefits now because they aren't classified as below the poverty line, or is wrongly classified as eligible for benefits, nothing in the cash transfer program will detect that or change it. From a political standpoint, putting cash into the bank accounts of the poor would seem like "manna from heaven" for the Congress-led government, says Ravi Srivastava, a development economist who has studied cash transfers. But he said it would be "incredible folly" for the government to underestimate the challenges of executing the project in such a quick time frame. "This whole thing has raised expectations to an unrealistic level, both within government and within the Congress party," he said. —Rajesh Roy and Krishna Pokharel contributed to this article.

BUSINESS & FINANCE

Mining Firms Head to Amazon Rain Forest

By JOHN LYONS AND PAUL KIERNAN

BELEM, Brazil—Mining giants such as Brazil's Vale SA and U.K.-based Anglo American PLC are increasing efforts to extract minerals from Brazil's Amazon rain forest, a high-stakes foray into one of the world's most remote and environmentally sensitive regions. All together, mining companies will spend some \$24 billion between 2012 and 2016 to boost production of iron ore, bauxite and other metals found in the Amazon basin, according to Brazil's mining association, Ibram. Already, Brazil is attracting a fifth of all mining investment globally, and for many the Amazon represents the country's greatest untapped potential. "The Amazon will be our Colombia," said Fernando Coura, Brazil's president.



Vale is spending \$8.1 billion on the expansion of its Carajas iron-ore mine in the Amazonian state of Para.

The push by miners into the Amazon fits with Brazil's broader strategy to tap the rain forest's natural resources to drive economic growth. Brazil is building hydroelectric dams on Amazon rivers, paving roads between far-flung Amazon towns and connecting them to the national power grid. Legal changes and government-backed lending will help pave the way for more Amazon mines. Environmentalists are concerned the development surge may speed deforestation and overwhelm small communities in the region as the arrival of thousands of mine workers strains local infrastructure and services. Scientists say preserving the world's largest remaining rain forest and carbon sink is crucial to the global climate mix and for ensuring the survival of an estimated one-tenth of all global species. While fewer trees are felled to dig mines than to support other Amazon industries, such as cattle ranching, the roads built to serve the mines can speed deforestation by making it easier for illegal loggers to get to remote areas, for example. "Roads are the enemies of trees, and mines need roads," says Jared Hardner, a consultant who advises mining companies such as Rio Tinto PLC, an Anglo-Australian miner, on how to lessen the environmental impacts of their projects. "The issue for the Amazon is that a spider web of infrastructure is being placed deeper and deeper within the forest."

Raising the stakes, some investors say the mining companies have picked the wrong time to launch an expensive search for Amazon pay dirt. After surging for years, prices of iron ore, bauxite and other metals have plunged from their heights on concerns about slowing growth in China. "The market doesn't buy the industry's long-term growth story," said Felipe Gomes, a Brazil-based PricewaterhouseCoopers mining analyst. Industry officials such as Ibram's Mr. Coura say the market perception is "myopic." Since it can take a decade to bring a mine into operation, companies need to look past market cycles, executives say. Iron-ore prices have recovered some of their declines in recent months, and developing hard-to-reach mines remains profitable, mining executives say. Bauxite, used to make aluminum and plentiful in the tropical Amazon, will remain profitable, they say. "After a boom in prices, there will now be stabilization, but I believe the demand will continue," said Daryush Albuquerque, an executive for Brazilian conglomerate Votorantim Metais SA who is in charge of developing a new Amazon bauxite mine. By far the biggest Amazon mine project under way is Vale's \$8.1-billion expansion of its Carajas iron-ore mine, already the world's biggest, in the Amazonian state of Para. On Nov. 20, Vale, the world's biggest producer of iron ore, received an environmental license to build 500 miles of Amazon railway, including duplicate and new rails, to handle the production increase. Votorantim has announced a \$3 billion investment in a new bauxite mine in Para state. The logistical challenges include transporting much or all of the metal in trucks over 370 miles of sometimes difficult Amazon roads, executives said. Anglo American is studying a \$4.7 billion Amazon nickel project it says has the potential to significantly strengthen its market share.

Belo Monte river dam project—partly owned by Vale—have occupied the construction site on several occasions in an effort to stop it. "What worries us are the projects that are entering into the most sensitive areas," said Valmir Ortega, senior policy director for Conservation International in Brazil. "Brazil's history of treating local populations in the Amazon isn't encouraging." Edio Lopes, the federal congressman from the Amazonian state of Roraima who is sponsoring the mining bill in Congress, said it is a myth "that any relationship between a mining company and indigenous communities is absolutely harmful, causing prostitution, alcoholism and disease." He said mining companies now possess enough technology to minimize their impact on sensitive areas. Company executives say they are working to limit the environmental impact. Pittsburgh-based Alcoa Inc. has vowed to replant forest at its Juruti bauxite mine in the central Amazon, and its managers live in the local town to see firsthand the mine's impact on the town. All the same, Alcoa faced suits from state prosecutors seeking stricter oversight and a broader study of the mine's impact. "I believe that our side is more prepared for this issue today, but we still don't have all the answers," Tito Martins, chief executive of Votorantim, said during a panel discussion at a conference on Amazon mining in November.

Amazon mining is hardly new. The reserves at Vale's giant Carajas iron-ore mine were discovered in the 1960s; Vale's plan to expand it is the region's biggest project under way. But the scale of current investments is far larger than what came before. The industry is also poised to break new ground, with Brazilian lawmakers writing a bill to allow mining on Amazon Indian reservations, currently prohibited. The mining law could add to conflicts between companies and locals that Amazon projects have already caused. Indians groups and other activists opposed to the giant

Egyptian Government Sets Legislative Priorities

Associated Press

CAIRO—Egypt's government set legislative priorities for parliament on Wednesday as it convened for the first time since a new constitution was passed, asking lawmakers to focus on setting rules for upcoming elections, regulating the media and fighting corruption. The official confirmation Tuesday that the Islamist-drafted constitution passed in a referendum ushered in a new chapter in Egypt's two-year transition from authoritarian rule, likely to be characterized more by legal battles and less by street protests. The dispute over the constitution deeply polarized the country, reigniting mass street protests that turned deadly at times. "We have now moved from conflict in the streets between political forces and the regime to a new phase of legal disputes over legislation and control of state institutions," said Nasser Amin, the head of the Center for the Independence of the Judiciary and Legal Profession. "This is the most critical phase... and the battle won't be very clear to regular people."

The constitution's supporters, including Islamist President Mohamed Morsi and his government, had argued it would pave the way for more stability in Egypt and the building up of state institutions. The largely secular and liberal opposition who opposed the constitution fear it enshrines a prominent role for Islamic law, or Shariah, in governing the country's affairs and reinforces Islamists' hold on power. They say the constitution restricts freedoms and ignores the rights of women and minorities. The main opposition group has questioned the legitimacy of the charter itself, saying it was rushed through without national consensus. "Egypt constitution [is] void as it conflicts [with] certain peremptory norms of international law," such as freedom of belief and expression, opposition leader Mohammed ElBaradei said on his Twitter account Wednesday. Under the new constitution, the Islamist-dominated Shura Council, the traditionally toothless upper house, was granted temporary legislative powers and began its work a day after the official results of the referendum said the charter passed



Members of the constitutional assembly speak during a session on Wednesday.

with nearly 64% of the vote. It will legislate until elections for a new lower house are held within two months. "I congratulate the Egyptian people on behalf of the government for the passing of the constitution of the second republic, which establishes a modern democratic state where the people's voices are heard and where injustice, dictatorship, repression, nepotism and corruption take a back seat," Cabinet Minister Mohammed Mahsoob, who hails from the Islamist Wasat Party, told the session. But the 270-member council boycotted by the largely liberal and secular opposition groups—which has also rejected the presidential appointments to the upper house. Mr. Morsi appointed 90 members

to the council on the last day of the referendum on the constitution to bid to make it more representative. The other two-thirds of the members were elected last year when no more than 7% of eligible voters... But the new appointments maintained the hold of Islamists on the house. In its first act, the Shura Council convened Tuesday, the 90 new members appointed by Mr. Morsi. The government announced the session to set its priorities for the coming period. Speaking to the council, Mr. Mahsoob, the minister in charge of parliamentary affairs, said the government will prepare new legislation for parliament to discuss, including a law to regulate the upcoming parliamentary elections, anticorruption laws, and laws to organize Egypt's efforts to recover money from corrupt officials from the era of ousted President Hosni Mubarak. Mr. Mahsoob said the government also wants to draft laws to raise maximum and minimum wages, expand social insurance coverage and regulate the media, as well as institute Egypt's first freedom of information act.

Mining the Rain Forest

State	Investment committed	Mineral
Para	\$18 billion	Bauxite, copper, nickel, gold and other minerals
Amazonas	2.7 billion	Potash
Maranhão	1.8 billion	For mining logistics and gold
Mato Grosso	670 million	Zinc, gold and other minerals
Tocantins	105 million	Gold and other minerals

Source: Ibram The Wall Street Journal

Legal Notice
UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

PASHA S. ANWAR, et al.,
 Plaintiffs,
 v.
 FAIRFIELD GREENWICH LIMITED, et al.,
 Defendants.

Master File No. 09-cv-118 (VM)

SUMMARY NOTICE

TO: All beneficial owners of shares or limited partnership interests in Fairfield Sentry Limited, Fairfield Sigma Limited, Fairfield Lambda Limited, Greenwich Sentry, L.P. and Greenwich Sentry Partners, L.P. (collectively, the "Funds") as of December 10, 2008 (whether as holders of record or traceable to a shareholder or limited partner account of record) ("Beneficial Owners"), who suffered a Net Loss of principal invested in the Funds (collectively, the "Settlement Class"). If you meet the above class definition, you could get a payment from a class action settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Southern District of New York, that a hearing will be held on March 22, 2013, at 11:00 a.m., before The Honorable Victor Marrero, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York (the "Court"), for the purpose of determining (1) whether the proposed partial settlement of claims in the above-captioned Action for consideration including the sum of \$50,250,000 in cash, plus an additional \$30,000,000 that may be distributed subject to certain conditions, should be approved by the Court as fair, reasonable and adequate; (2) whether this Action should be dismissed with prejudice as to the FG Defendants pursuant to the terms and conditions set forth in the Stipulation dated as of November 6, 2012, as amended by the Amendment to the Stipulation of Settlement dated as of December 12, 2012; (3) whether the proposed plan to distribute the settlement proceeds (the "Plan of Allocation") is fair, reasonable and adequate and therefore should be approved; and (4) whether the application of Plaintiffs' Lead Counsel for the payment of attorneys' fees and expenses incurred in connection with this Action and reimbursement of the Representative Plaintiffs' reasonable costs and expenses (including lost wages) directly related to their representation of the Settlement Class should be approved.

If you were a Beneficial Owner of shares or limited partnership interests in one or more of the Funds as of December 10, 2008 and suffered a Net Loss in principal on your investment in those shares or limited partnership interests, your rights may be affected by this Settlement, including the release and extinguishment of claims you may possess relating to your ownership interest in the Funds. Net Loss means the total cash investment made by a Beneficial Owner in a Fund, directly or indirectly through one or more intermediaries, less the total amount of any redemptions or withdrawals or recoveries by that Beneficial Owner from or with respect to the same Fund.

If you are a member of the Settlement Class, in order to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim and Release form that is received no later than April 17, 2013, establishing that you are entitled to recovery.

If you desire to be excluded from the Settlement Class, you must submit a request for exclusion to Fairfield Greenwich Securities Litigation, c/o Rust Consulting, Inc., P.O. Box 2874, Faribault, MN 55021-8674 so that it is received by February 15, 2013. Any objection to any aspect of the Settlement must be filed with the Court, Plaintiffs' Counsel Designee and Settling Defendants' Counsel Designee, no later than February 15, 2013.

If you wish to receive a detailed Notice concerning the terms of the Settlement or the Proof of Claim and Release form, you may obtain copies by writing to Fairfield Greenwich Securities Litigation, c/o Rust Consulting, Inc., P.O. Box 2874, Faribault, MN 55021-8674, or by visiting www.FairfieldGreenwichLitigation.com.

DO NOT TELEPHONE THE COURT, THE CLERK'S OFFICE OR ANY OF THE DEFENDANTS OR COUNSEL FOR THE DEFENDANTS REGARDING THIS NOTICE.

DATED: December 21, 2012

BY ORDER OF THE COURT
 UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

CORPORATE NEWS

Eastern, Gulf Ports Brace for Strike

More than 14,500 Longshoremen From Boston to Houston Threaten to Halt Unloading Containers

By CAMERON M. WHIPPER

The looming prospect of a longshoremen's strike at 15 ports from Boston to Houston early as Dec. 30 has shipping and retailers pleading with the union and cargo carriers to avert a major trade disruption that would affect businesses across the eastern U.S.

The International Longshoremen's Association and the U.S. Maritime Alliance Ltd., a group of container companies and port associations, remain far apart in negotiations begun last March over a six-year contract covering container work at the ports.

Port authorities along the coast, which aren't part of the negotiations but would be effectively shut down by a strike, are bracing for a walkout by 14,650 longshoremen.

"It looks pretty likely at this point," said Curtis Foltz, executive director of the Georgia Ports Authority in Savannah. He said Georgia's ports would lose as much as 80% of their traffic if the strike goes ahead. "Everyone in the industry is very disappointed to be at the point where we are today," he said.

Contract talks broke off abruptly Tuesday between the union and the alliance, which represents ocean carriers, marine terminal operators and port associations. As of Thursday, no new talks were planned.

Alliance CEO James Capo declined to comment, but in a statement released Dec. 18, he said the alliance was "disappointed with the breakdown of negotiations and the inflexible stance that the union's leaders have maintained."

Shipping at Stake

Longshoremen at 15 major U.S. ports could strike as soon as Dec. 30, as negotiations between the International Longshoremen's Association and the United States Maritime Alliance, which represents cargo carriers, terminal operators and port associations, have stalled.



Source: United States Maritime Alliance

for comment. The union, which is part of the AFL-CIO, doesn't want the president to use Taft-Hartley, Mr. McNamara said.

After talks stalled in September, the two sides agreed to a 90-day contract extension, which expires Dec. 29 at midnight. A key sticking point in the negotiations is a management proposal to cap "container royalty" payments that companies make to a union fund that supplements worker salaries and funds worker health care. The container carriers make the payments based on an assessment of the container tonnage handled at each port in a year. The royalty payments are a provision in contracts going back to the 1960s, when the union agreed to more automation and containers at ports in exchange for payments to workers. The advent of container cargo and more automation has meant fewer dockworkers at ports.

The alliance believes the payments, which started as an assessment to ease the transition to a smaller workforce, have morphed into "another form of compensation for ILA workers, who are among the nation's most highly compensated," according to a statement on its website. It wants to cap payments and restrict who can receive them.

An Eastern strike would cap a difficult year for shipping. An eight-day strike led by clerical workers at the Los Angeles and Long Beach ports caused major distribution problems in late November and earlier this month. Superstorm Sandy wreaked havoc on the port of New York and New Jersey in October.

ILA delegates have given President Harold Daggett authority to call a strike, but the union is still willing to negotiate, said spokesman Jim McNamara.

"We still have time, but obviously, it's very, very short," he said.

The ILA hasn't gone on strike

at East Coast ports since 1977.

The National Retail Federation, a trade group, has sent a letter to the White House deploring the strike "could prove devastating for the U.S. economy." It urged the president to use "all means necessary, including Taft-Hartley, to keep the two sides at

the negotiating table and head off a coast-wide strike."

Under a provision of the Taft-Hartley Act of 1947, the president has the authority to order strikers back to work for an 80-day cooling off period and to impose federal mediation. The White House didn't respond to requests

Customers Of PG&E Will Share Safety Cost

By CASSANDRA SWEET

SAN FRANCISCO—California regulators decided PG&E Corp. customers should pay, through rate increases, for more than half of a \$2.2 billion safety overhaul of the company's natural-gas pipeline system, following a fatal pipeline explosion two years ago.

The California Public Utilities Commission authorized PG&E to collect \$300 million from customers over the next two years, and then nearly \$1 billion more, spread over several decades, to pay for the mandated pipeline-system improvements.

PG&E's natural-gas pipeline in San Bruno, Calif., exploded in September 2010, causing a massive fire that killed eight people, injured 58 others, and damaged or destroyed more than 100 homes. After the explosion, federal and state investigations found that PG&E had lost critical pipeline records and hadn't adequately maintained and upgraded many of its aging gas pipelines over several decades.

The CPUC later ordered PG&E to overhaul the safety of its pipeline system. Thursday's decision, approved unanimously by the commission's five members, spells out what actions the utility must take and who will pay for them. While customers will foot more than half the costs, PG&E will have to shoulder more than it had proposed.

The decision allows PG&E to collect its normal rate of return on investment for pipeline-safety work, which has been roughly 11.3%. San Bruno officials and consumer advocates opposed allowing the company to earn a profit on work that they said PG&E should have completed years earlier.

"It is difficult for us to understand why PG&E and its shareholders should ever profit from the utility's failure to invest in necessary safety upgrades," San Bruno Mayor Jim Ruane told the commissioners before their vote.

"The victims shouldn't have to suffer because PG&E is making a profit from this explosion," said Rene Morales, whose 20-year-old daughter Jessica was killed in the pipeline blast.

PG&E said it in a statement that it was satisfied with much of the decision, though "disappointed" that it wouldn't be able to collect more from customers to cover costs of the safety work.

CPUC commissioners said they were concerned that if they limited the company's ability to earn a profit from pipeline safety work—as the commission earlier had proposed—it might send the wrong message, that pipeline safety work isn't as important as other utility projects.

They said the commission plans to punish PG&E with fines and possibly other penalties, in cases that are still pending.

Survivors of the pipeline blast have sued PG&E for damages. Most of those lawsuits are pending in California Superior Court.

Gun Companies Add More Marketing to Women

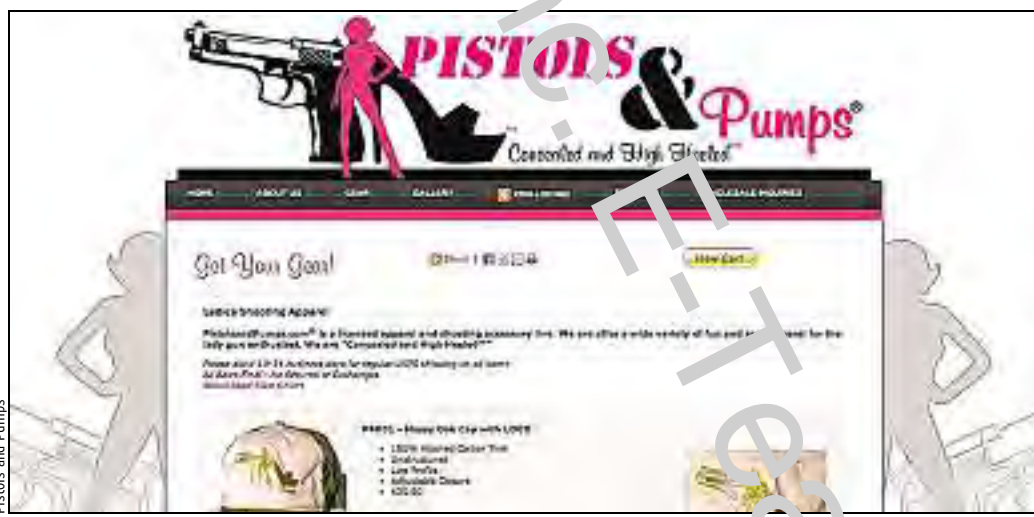
By JAMES R. HAGERTY

As gun makers have tried to increase sales to women, online retailers have pitched in with clothing and other products that depict firearms as fashion accessories.

But the marketing of guns is coming under closer scrutiny because of public revulsion over the Dec. 14 shootings of 26 students and staff members at an elementary school in Newtown, Conn.

The website for the National Rifle Association's NRA Women's Network provides links to online retailers offering an array of fashion, ranging from camouflage outfits for hunting to pink Flash Bang bra holsters and tight "compression" shorts with built in gun holders. Some of the sites offer bullet jewelry or jokey T-shirts with slogans like "P.M.S. (Packin' My Sidearm)." The NRA didn't respond to requests for comment.

The Women's Network is sponsored by Smith & Wesson Holding Corp., a gun maker whose chief executive officer, P. James Debnay, recently told investors that women were "a growing consumer segment" in



Online retailers are pitching an array of gun fashions to women. Above, an image of Pistols & Pumps website

the gun market. Mr. Debnay and the company didn't respond to requests for comment.

Whether sexual or humorous marketing should be toned down or eliminated in light of the shock caused by that event is up for debate.

"It's a very complicated question," said Windy Borders, a co-owner of Pistols & Pumps LLC, in Lake Ozark, Mo., which sells clothing with the slogan "Concealed and High Heeled" and lo-

gos showing a woman in pink silhouette against a handgun. Whether to change any of the products or pitches is "something maybe we can discuss," she said.

Ms. Border's partner, Vicki Amorino, said she saw no need to change the products. The idea is to show women "this is a friendly place" for them, she said, noting that all sorts of businesses use sex or humor as sales tools. But the two partners,

both mothers of school-age children, said the schools of the Newtown murders might prompt them to put more stress on gun-safety education on their site.

Josh Sugarman, executive director of the Violence Policy Center, a Washington, D.C.-based nonprofit that favors stricter gun controls, said "marketing of guns and related products to women 'denies the risk' that arises from having guns in the home. In Newtown, Adam Lanza

killed his mother, Nancy, with one of her own guns, according to the police.

Athena Means, who operates an online shop called GunGodness.com, based in Las Vegas, said that offering "cute gear" for women serves an important purpose: "getting the gun off the night stand and out to the [shooting] range" for practice. Attractive clothing and accessories encourage women to get training and meet other women who own guns, Ms. Means said.

Cole Kelly, who operates the arminheels.com site, featuring the P.M.S. T-shirts and Flash Bang bra holsters, said: "We have very little sex appeal on our site." Instead, Mr. Kelly said, "we're all about the empowering of women through self-defense products."

Mr. Kelly, who runs his business out of his home in Gilbert, Ariz., said the bra holsters are purely functional. Because their bodies are shaped differently, he said, men and women need different ways to conceal guns.

The retailers say holiday-gift orders for their goods have been very strong. "I am slammed," said Ms. Means of GunGodness.com.

Insurers Push Patients onto Webcams

Continued from page B1

out an online physician herself, but because it was offered by her employer, "I never questioned its legitimacy," she said.

If the remote-consult services grow, they could eventually create financial friction for some primary-care practices. "It skims the most profitable, easy patients," those with minor complaints requiring relatively brief, routine visits, said Nathan Kaufman, a consultant who works with physician groups and hospitals.

But the services could also present an opportunity for incremental new revenue and flexible hours for doctors who choose to work for them, noted Mr. Kaufman.

Jeffrey J. Cain, president of the American Academy of Family Physicians, said it is too soon to tell what impact the digital-visit services will have on his members' practices. The group says online and other remote consults make sense when a patient is interacting with a regular doctor or practice. Services that connect people on a one-off basis with doctors they won't ever see in person could "further fragment the health system," Dr. Cain said, hurting primary-care practices' ability to coordinate and track all of a patient's care.

Only 13 states clearly allow doctors to establish a patient relationship—typically required to prescribe drugs—without at least an initial in-person visit, according to the Robert J. Waters Center for Telehealth & e-Health Law.

"We believe it's still the practice of medicine, and you can't

cut corners," said Humayun J. Chaudhry, chief executive of the Federation of State Medical Boards.

Teladoc has clashed with regulators in Texas over its service, which they say runs afoul of their rules. "The board felt the risk of misdiagnosis was pretty high" when at-home patients were calling to consult a doctor they'd never seen before, said Mari Robinson, executive director of the Texas Medical Board.

Teladoc, which is tapped by insurers including Aetna, Blue Shield of California and Highmark Inc., said its doctors have performed more than 100,000 consults with no malpractice claims. The company doesn't allow prescriptions of controlled substances, psychiatric medications or "lifestyle" drugs such as Viagra, it said. Teladoc is "very focused on compliance" with state regulations, said Jason Gorevic, its CEO.

Tim Howard, a family physician in Huntsville, Ala., said he feels comfortable treating patients during the online video and phone consults he does for Teladoc.

"Instead of me examining them, I'm listening to them and asking questions," he said, and he sometimes gets patients to do self-exams like looking down their own throats with a flashlight. Based on such input, he'll prescribe drugs for relatively routine conditions. But during a recent call with a mother whose 4-year-old had a 104-degree fever and abdominal pain, he suggested an emergency-room visit, he said.

WellPoint said the exact tim-

ing of the rollout of its new LiveHealth Online program, which will use American Well, will depend on the regulatory situation in each of its 14 states. The company will start with employer plans in California and Ohio early next year, and aims to include the service in all of its commercial coverage by the end of 2014.

The insurer also said it would launch initially with webcam video, then add smartphone and tablet capabilities later in 2013. The virtual visits will be available every day between 7 a.m. and 11 p.m., and typically a member will owe the same co-payment as for the live in-person visit.

NOTICE TO THE HOLDERS OF

Banco Central del Uruguay

Value Recovery Rights

NOTICE IS HEREBY GIVEN pursuant to the Fiscal Agency Agreement dated as of February 19, 1991 under which the above Rights were issued that the Calculation Agent has prepared and delivered to Banco Central del Uruguay a Calculation Report for the Payment Date occurring on January 2, 2013 setting forth for the Reference Period April, 2009 - September, 2012 the following amounts:

Commodity Terms of Trade Index	17.61835178
Formula Amount	US\$ 0.00
Value Recovery Payment in respect of each Value Recovery Unit	US\$ 0.00

By: Citibank, N.A.
as Fiscal Agent

December 21, 2012

Legal Notice

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

PASHA S. ANWAR, et al.,
Plaintiffs,

v.

FAIRFIELD GREENWICH LIMITED, et al.
Defendants.

Master File No. 09-cv-118 (VM)

SUMMARY NOTICE

TO: All beneficial owners of shares or limited partnership interests in Fairfield Sentry Limited, Fairfield Sigma Limited, Fairfield Lambda Limited, Greenwich Sentry, L.P. and Greenwich Sentry Partners, L.P. (collectively, the "Funds") as of December 10, 2008 (whether as holders of record or traceable to a shareholder or limited partner account of record ("Beneficial Owners"), who suffered a Net Loss of principal invested in the Funds (collectively, the "Settlement Class"). If you meet the above class definition, you could get a payment from a class action settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Southern District of New York, that a hearing will be held on March 7, 2013 at 11:00 a.m., before The Honorable Victor Marrero, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York (the "Court"), for the purpose of determining (1) whether the proposed settlement of claims in the above-captioned Action for consideration including the sum of \$50,250,000 in cash, plus an additional \$30,000,000 that may be distributed subject to certain conditions, should be approved by the Court as fair, reasonable and adequate; (2) whether this Action should be dismissed with prejudice as to the FG Defendants pursuant to the terms and conditions set forth in the Stipulation dated as of November 6, 2012 as amended by the Amendment to the Stipulation of Settlement dated as of December 12, 2012; (3) whether the proposed plan to distribute the settlement proceeds (the "Plan of Allocation") is fair, reasonable and adequate and therefore should be approved; and (4) whether the application of Plaintiffs' Lead Counsel for the payment of attorneys' fees and expenses incurred in connection with this Action and reimbursement of the Representative Plaintiffs' reasonable costs and expenses (including lost wages) directly related to their representation of the Settlement Class should be approved.

If you were a Beneficial Owner of shares or limited partnership interests in one or more of the Funds as of December 10, 2008 and suffered a Net Loss in principal on your investment in the Funds or limited partnership interests, your rights may be affected by this Settlement, including the release and extinguishment of claims you may possess relating to your ownership interest in the Funds. Net Loss means the total cash investment made by a Beneficial Owner in a Fund, directly or indirectly through one or more intermediaries, less the total amount of any redemptions or withdrawals or recoveries by that Beneficial Owner from or with respect to the same Fund.

If you are a member of the Settlement Class, in order to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim and Release form that is received no later than April 17, 2013, establishing that you are entitled to recovery.

If you desire to be excluded from the Settlement Class, you must submit a request for exclusion to Fairfield Greenwich Securities Litigation, c/o Rust Consulting, Inc., P.O. Box 2874, Fairbault, MN 55021-9774 so that it is received by February 15, 2013. Any objection to any aspect of the Settlement must be filed in the Court, Plaintiffs' Counsel Designee and Settling Defendants' Counsel Designee, no later than February 15, 2013.

If you wish to receive a detailed Notice concerning the terms of the Settlement or the Proof of Claim and Release form, you may obtain copies by writing to Fairfield Greenwich Securities Litigation, c/o Rust Consulting, Inc., P.O. Box 2874, Fairbault, MN 55021-8674, or by visiting www.FairfieldGreenwichLitigation.com.

DO NOT TELEPHONE THE COURT, THE CLERK'S OFFICE OR ANY OF THE DEFENDANTS OR COUNSEL FOR THE DEFENDANTS REGARDING THIS NOTICE.

DATED: December 21, 2012

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CREDIT MARKETS

Bonds WSJ.com/bonds

Tracking Bond Benchmarks

Returns on investment and spreads over Treasuries and/or yields paid to investors compared with 52-week highs and lows for different types of bonds

Table with columns: Total return close, YTD to date, Return (%), Index, Latest, Low, High, YIELD (%), 52-WEEK RANGE, Latest, High. Rows include Broad market Barclays Aggregate, U.S. Corporate Barclays Capital, Intermediate, Long term, Double-A-rated, Triple-B-rated, Yield Constrained Merrill Lynch, Triple-C-rated, High Yield 100, Global High Yield Constrained, Europe High Yield Constrained, U.S. Agency Barclays, 10-7 years, 20-plus years, Mortgage-Backed Barclays, Ginnie Mae (G MBS), Fannie Mae (FNMBS), Freddie Mac (FHLMO), Muni Master Merrill Lynch, 7-12 year, 12-22 year, 22-plus year, Yankee Barclays, Global Government J.P. Morgan, Canada, EMU, France, Germany, Japan, Netherlands, U.K., Emerging Markets **.

*Constrained indexes limit individual issuer concentrations to 2%; the High Yield 100 are the 100 highest yielding bonds in U.S.-dollar terms Euro-zone bonds **EMBI Global Index Source: Dow Jones Indices; Merrill Lynch; Barclays Capital; J.P. Morgan

Bond Snapshot/Global ABS Issuance

Global ABS Issuance. At right, top Global ABS Deals for 2012

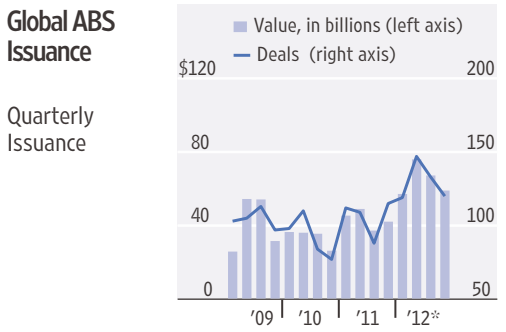


Table of Biggest Global ABS deals for 2012. Columns: Date, Issuer, Value (\$ billions). Rows include Bank of America Auto Trst (2.37), Sandown Gold 2012-1 (2.27), Ford Crdt Auto Ownr Trst (2.04), Performer Financing (2.00), Allu Auto Rcvbls Trst (1.93), Ally Auto Rcvbls Trst (1.81), CenterPoint Energy Trmst Bd (1.70), Honda Auto Rcvbls Ownr Trst (1.69), Discover Cd Fm Nt Trst (1.65), Ally Auto Rcvbls Trst (1.62).

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NOTICE OF SALE. NOTICE OF PUBLIC SALE OF COLLATERAL TEXAS BUSINESS ORGANIZATION CODE ARTICLE 9-610. NOTICE IS HEREBY GIVEN that the collateral described below will be sold to the highest bidder at a PUBLIC SALE to be held on January 3, 2013, at 11:00 a.m. local time at the offices of Wick Phillips Gould & Martin LLP, located at 2100 Ross Avenue, Suite 950, Dallas, Texas 75201, by Cold Smoke Ventures, LLC ("Secured Party").

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Global Government Bonds: Mapping Yields

Yields and spreads over or under U.S. Treasuries on benchmark two-year and 10-year government bonds in selected other countries; arrows indicate whether the yield rose (▲) or fell (▼) in the latest session

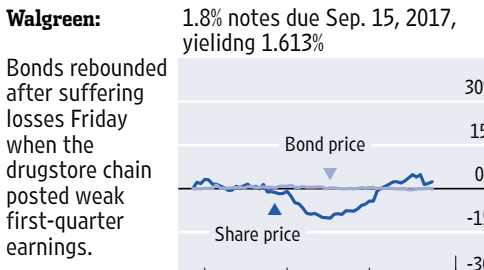
Table with columns: Coupon (%), Maturity, in years, Country, Latest, Yield (%), 20, 40, 60, 80, 100, 120, Previous, Month ago, Year ago, SPREAD UNDER/OVER U.S. TREASURYS, in basis points, Latest, Chg from prev, Year ago. Rows include U.S., Austria, France, Germany, Greece, Italy, Spain, U.K.

Source: Tullett Prebon, except * marked countries from ICAP plc

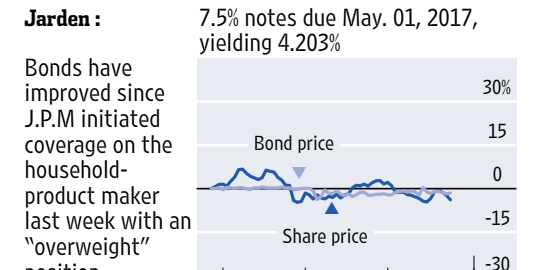
Corporate Debt

Price moves by a company's debt in the credit markets sometimes mirror and sometimes anticipate moves in that same company's share price. Here's a look at both for two companies in the news.

Investment-grade



High Yield (junk-rated)



Investment-grade spreads that tightened the most...

Table with columns: Issuer, Symbol, Coupon (%), Maturity, Current, SPREAD*, in basis points, One-day change, Last week, STOCK PERFORMANCE, Close (\$), % chg. Rows include Walgreen, Cisco Systems, JPMorgan Chase Bank NA, Anheuser-Busch Inbev Worldwide, Intel, Altria, Goldman Sachs.

...And spreads that widened the most

Table with columns: Issuer, Symbol, Coupon (%), Maturity, Current, SPREAD*, in basis points, One-day change, Last week, STOCK PERFORMANCE, Close (\$), % chg. Rows include Wells Fargo, Intel, Morgan Stanley, ArcelorMittal, Citigroup.

High-yield issues with the biggest price increases...

Table with columns: Issuer, Symbol, Coupon (%), Maturity, Current, BOND PRICE as % of face value, One-day change, Last week, STOCK PERFORMANCE, Close (\$), % chg. Rows include Dean Foods, Case New Holland, American International.

...And with the biggest price decreases

Table with columns: Issuer, Symbol, Coupon (%), Maturity, Current, BOND PRICE as % of face value, One-day change, Last week, STOCK PERFORMANCE, Close (\$), % chg. Rows include Spectrum Brands, United Therapeutics, Community Health Systems, SPX.

*Estimated spread over 2-year, 3-year, 5-year, 10-year or 30-year hot-run Treasury; 100 basis points=one percentage pt.; change in spread shown is for 2-spread. Source: MarketAxess Corporate BondTicker; WSJ Market Data Group

Funds' Assets Rose in Latest Week

By NATHAN R. PADENA. Total assets in money-market funds rose to \$2.632 trillion, iMoneyNet said. iMoneyNet's reading on the seven-day yield for taxable money-market funds held steady at 0.02% for the seventh week in a row. The Federal Open Market Committee, the Federal Reserve's policy-setting panel, plans to keep interest rates at exceptionally low levels, depending on unemployment and inflation measures. Taxable funds drew in \$8.31 billion as institutional investments added about \$2.9 billion and individual investors added about \$5.42 billion. Prime funds, which invest in such securities as commercial paper, gained \$599.1 million while government funds rose by \$771 billion. Tax-free funds climbed by \$4.91 billion to \$283.35 billion. The seven-day and 30-day yields for tax-free and municipal money-market funds edged up to 0.02% from 0.01% in the prior week.

Legal Notice. UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK. PASHA S. ANWAR, et al., Plaintiffs, v. FAIRFIELD GREENWICH LIMITED, et al., Defendants. SUMMARY NOTICE. TO: All beneficial owners of shares or limited partnership interests in Fairfield Sentry Limited, Fairfield Sigma Limited, Fairfield Lambda Limited, Greenwich Sentry, L.P. and Greenwich Sentry Partners, L.P.P. collectively, the "Funds" as of December 10, 2008 (whether as holders of record or traceable to a shareholder or limited partner account of record ("Beneficial Owners"), who suffered a Net Loss of principal invested in the Funds (collectively, the "Settlement Class"). If you meet the above class definition, you could get a payment from a class action settlement.

EXHIBIT D



NEW YORK, Dec. 21, 2012 /PRNewswire-USNewswire/ -- The following is being released pursuant to Order of the District Court for the Southern District of New York in *Anwar v. Fairfield Greenwich Limited*, 1:09-cv-00118 (VM).

SUMMARY NOTICE

TO: All beneficial owners of shares or limited partnership interests in Fairfield Sentry Limited, Fairfield Sigma Limited, Fairfield Lambda Limited, Greenwich Sentry, L.P. and Greenwich Sentry Partners, L.P. (collectively, the "Funds") as of December 10, 2008 (whether as holders of record or traceable to a shareholder or limited partner account of record) ("Beneficial Owners"), who suffered a Net Loss of principal invested in the Funds (collectively, the "Settlement Class"). If you meet the above class definition, you could get a payment from a class action settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Southern District of New York, that a hearing will be held on March 22, 2013, at 11:00 a.m., before The Honorable Victor Marrero, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York (the "Court"), for the purpose of determining (1) whether the proposed partial settlement of claims in the above-captioned Action for consideration including the sum of \$50,250,000 in cash, plus an additional \$30,000,000 that may be distributed subject to certain conditions, should be approved by the Court as fair, reasonable and adequate; (2) whether this Action should be dismissed with prejudice as to the FG Defendants pursuant to the terms and conditions set forth in the Stipulation dated as of November 6, 2012, as amended by the Amendment to the Stipulation of Settlement dated as of December 12, 2012; (3) whether the proposed plan to distribute the settlement proceeds (the "Plan of Allocation") is fair, reasonable and adequate and therefore should be approved; and (4) whether the application of Plaintiffs' Lead Counsel for the payment of attorneys' fees and expenses incurred in connection with this Action and reimbursement of the Representative Plaintiffs' reasonable costs and expenses (including lost wages) directly related to their representation of the Settlement Class should be approved.

If you were a Beneficial Owner of shares or limited partnership interests in one or more of the Funds as of December 10, 2008 and suffered a Net Loss in principal on your investment in those shares or limited partnership interests, your rights may be affected by this Settlement, including the release and extinguishment of claims you may possess relating to your ownership interest in the Funds. Net Loss means the total cash investment made by a Beneficial Owner in a Fund, directly or indirectly through one or more intermediaries, less the

total amount of any redemptions or withdrawals or recoveries by that Beneficial Owner from or with respect to the same Fund.

If you are a member of the Settlement Class, in order to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim and Release form that is received no later than April 17, 2013, establishing that you are entitled to recovery.

If you desire to be excluded from the Settlement Class, you must submit a request for exclusion to Fairfield Greenwich Securities Litigation, c/o Rust Consulting, Inc., P.O. Box 2874, Faribault, MN 55021-8674 so that it is received by February 15, 2013. Any objection to any aspect of the Settlement must be filed with the Court, Plaintiffs' Counsel Designee and Settling Defendants' Counsel Designee, no later than February 15, 2013.

If you wish to receive a detailed Notice concerning the terms of the Settlement or the Proof of Claim and Release form, you may obtain copies by writing to Fairfield Greenwich Securities Litigation, c/o Rust Consulting, Inc., P.O. Box 2874, Faribault, MN 55021-8674, or by visiting www.FairfieldGreenwichLitigation.com.

Do not telephone the Court, the Clerk's Office or any of the Defendants or Counsel for the Defendants regarding this notice.

DATED: December 21, 2012

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SOURCE Rust Consulting, Inc.

Find this article at:

<http://www.prnewswire.com/news-releases/partial-settlement-proposed-in-class-action-involving-hedge-funds-operated-by-the-fairfield-greenwich-group-184417481.html>

Check the box to include the list of links referenced in the article.



NOVA YORK , 21 de dezembro de 2012 /PRNewswire/ -- O seguinte comunicado é divulgado de acordo com a determinação do Tribunal da Comarca do Distrito Sul de Nova York em *Anwar v. Fairfield Greenwich Limited*, 1:09-cv-00118 (VM).

NOTA

PARA: Todos os usufrutuários de ações ou interesses de parceria limitada na Fairfield Sentry Limited, Fairfield Sigma Limited, Fairfield Lambda Limited, Greenwich Sentry, L.P. e Greenwich Sentry Partners, L.P. (coletivamente, os "Fundos") a partir de 10 de dezembro de 2008 (como detentores de registro ou rastreáveis para uma conta de registro do acionista ou parceiro limitado) ("Usufrutuários"), que sofreram prejuízo líquido do capital investido nos Fundos (coletivamente, a "Classe de Acordo"). Caso você se enquadre nessa definição de classe, você pode receber o pagamento de um acordo em ação coletiva.

Esta nota foi autorizada por um tribunal federal. Esta nota não foi feita por um advogado.

ATRAVÉS DA PRESENTE, VOCÊ É NOTIFICADO, com fundamento em uma disposição do Tribunal da Comarca do Distrito Sul de Nova York dos Estados Unidos, que ocorrerá uma audiência no dia 22 de março de 2013, às 11h, perante o ilustre Victor Marrero , no Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York (o "Tribunal"), com o intuito de determinar (1) se o acordo parcial proposto para a reclamação na Ação mencionada acima para consideração, incluindo a soma de US\$ 50.250.000 em dinheiro, mais um adicional de US\$ 30.000.000 que pode ser distribuído de acordo com certas condições, deve ser considerado justo, razoável e adequado pelo Tribunal; (2) se essa Ação deve ser julgada improcedente com prejuízo em relação aos reclamados da FG, com fundamento nos termos e condições estabelecidos na Estipulação com data de 6 de novembro de 2012, conforme emenda pela Emenda à Estipulação de Acordo com data de 12 de dezembro de 2012; (3) se o plano proposto para distribuir os rendimentos do acordo (o "Plano de Alocação") é justo, razoável e adequado e, portanto, deve ser aprovado; e (4) se o pedido do advogado principal do reclamante para o pagamento dos honorários advocatícios e despesas incorridas relativas a essa Ação e o reembolso dos custos e despesas razoáveis do representante do reclamante (incluindo salários perdidos) relacionados diretamente com sua representação na Classe de Acordo deve ser aprovado.

Se você era um Usufrutuário de ações ou interesses de parceria limitada em um ou mais Fundos a partir de 10 de dezembro de 2008, e sofreu um prejuízo líquido em capital no seu investimento nessas ações ou interesses de parceria limitada, seus direitos podem ser afetados por este Acordo, incluindo a desobrigação ou extinção das reclamações que você possua, relacionadas com o seu interesse de propriedade nos Fundos. Prejuízos líquidos

significam o investimento total em dinheiro feito por um Usufrutuário em um Fundo, direta ou indiretamente através de um ou mais intermediários, menos o valor total de qualquer resgate, saque ou devolução pelo Usufrutuário de ou com relação ao mesmo Fundo.

Caso você seja membro da Classe de Acordo, a fim de participar da distribuição do Fundo Líquido de Acordo, você deve apresentar um formulário de Prova de Reclamação e Liberação até o dia 17 de abril de 2013, estabelecendo que você tem direito ao reembolso.

Caso deseje ser excluído da Classe de Acordo, você deve enviar um pedido de exclusão à Fairfield Greenwich Securities Litigation, c/o Rust Consulting, Inc., P.O. Box 2874, Faribault, MN 55021-8674, de forma que seja recebido até o dia 15 de fevereiro de 2013. Qualquer objeção a qualquer aspecto do Acordo deve ser protocolada no Tribunal, com o Representante do Advogado do Reclamante e com o Representante do Advogado do Reclamado para o Acordo até o dia 15 de fevereiro de 2013.

Caso deseje receber uma nota detalhada sobre os termos do Acordo ou o formulário da Prova de Reclamação e Liberação, você pode solicitar cópias ao escrever para Fairfield Greenwich Securities Litigation, c/o Rust Consulting, Inc., P.O. Box 2874, Faribault, MN 55021-8674, ou através do [site www.FairfieldGreenwichLitigation.com](http://www.FairfieldGreenwichLitigation.com).

Não faça contato telefônico com o Tribunal, com o Escritório do Escrevente ou com qualquer Reclamado ou Advogado dos Reclamados sobre esta notificação.

DATA: 21 de dezembro de 2012

POR DETERMINAÇÃO DO TRIBUNAL
TRIBUNAL DA COMARCA – ESTADOS UNIDOS
DISTRITO SUL DE NOVA YORK

FONTE Rust Consulting, Inc.

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Find this article at:

<http://www.prnewswire.com/news-releases/acordo-parcial-e-proposto-em-acao-coletiva-envolvendo-fundos-hedge-operados-pelo-fairfield-greenwich-group-184417461.html>

Check the box to include the list of links referenced in the article.



NUEVA YORK, 21 de diciembre del 2012 /PRNewswire/ -- Se emite el siguiente comunicado conforme a una providencia del Tribunal del Distrito Sur de Nueva York en el caso *Anwar v. Fairfield Greenwich Limited*, 1:09-cv-00118 (VM).

NOTIFICACIÓN RESUMIDA

PARA: Todos los titulares beneficiarios de acciones o intereses de sociedades comanditarias en Fairfield Sentry Limited, Fairfield Sigma Limited, Fairfield Lambda Limited, Greenwich Sentry, L.P. y Greenwich Sentry Partners, L.P. (en conjunto, los "Fondos") al 10 de diciembre del 2008 (tanto como titulares registrados o localizables a una cuenta registrada de un accionista o un socio comanditario) ("titulares beneficiarios"), que hayan sufrido una pérdida neta en el capital invertido en los Fondos (colectivamente, la "clase de la transacción"). Si usted cumple con la definición de clase anterior, puede recibir un pago resultante de una transacción por una acción de clase.

Esta notificación está autorizada por un tribunal federal. Este comunicado no es una publicidad de un abogado.

QUEDA NOTIFICADO POR LA PRESENTE, conforme a una providencia del Tribunal Federal del Distrito Sur de Nueva York, de que se celebrará una audiencia el 22 de marzo del 2013, a las 11:00 a.m., ante Su Señoría Victor Marrero, en el juzgado de los Estados Unidos Daniel Patrick Moynihan, 500 Pearl Street, Nueva York, Nueva York (el "Tribunal"), a los efectos de determinar (1) si la transacción parcial de peticiones propuesta en la acción mencionada anteriormente que incluye la suma de USD50.250.000 en efectivo, más un adicional de USD30.000.000 que podrá distribuirse con sujeción a ciertas condiciones, debe ser aprobada por el tribunal en virtud de ser justa, razonable y adecuada; (2) si la presente acción debe ser rechazada con efecto de cosa juzgada respecto de los Demandados FG conforme a los términos y condiciones establecidos en la estipulación con fecha 6 de noviembre del 2012, enmendada por la modificación a la estipulación de transacción con fecha 12 de diciembre del 2012; (3) si el plan propuesto para distribuir los resultados de la transacción (el "plan de distribución") es justo, razonable y adecuado y, por lo tanto, debe aprobarse; y (4) si debe aprobarse la solicitud del abogado principal de los Demandantes para el pago de honorarios de abogados y gastos en los que se haya incurrido en relación con la presente acción y el reembolso de los gastos y costos razonables de los representantes de los Demandantes (incluidos los ingresos no percibidos) directamente relacionados con su representación de la clase de la transacción.

Si fue titular beneficiario de acciones o intereses de sociedades comanditarias en uno o más Fondos al 10 de diciembre del 2008 y sufrió una pérdida neta en el capital de su inversión en

esas acciones o intereses de sociedad comanditaria, sus derechos pueden estar afectados por esta transacción, lo que incluye la liberación y extinción de las pretensiones que pudiera tener en relación con su interés de propiedad en los Fondos. La pérdida neta se refiere a la inversión de efectivo total realizada por un titular beneficiario en un fondo, directa o indirectamente a través de uno o más intermediarios, menos el monto total de rescates, retiros o cobros de ese titular beneficiario con respecto al mismo Fondo.

Si es miembro de la clase de la transacción, para participar de la distribución del fondo de transacción neta, debe presentar un formulario de verificación de créditos y liberación que se reciba a más tardar el 17 de abril del 2013, donde conste que usted tiene derecho a cobrar.

Si desea ser excluido de la clase de la transacción, debe presentar una solicitud de exclusión a Fairfield Greenwich Securities Litigation, c/o Rust Consulting, Inc., P.O. Box 2874, Faribault, MN 55021-8674 para que se reciba antes del 15 de febrero del 2013. Toda objeción respecto de la transacción debe presentarse ante el tribunal, la persona designada por el abogado de los demandantes y la persona designada por el abogado de los demandados que celebraron la transacción, antes del 15 de febrero del 2013.

Si desea recibir una notificación detallada sobre los términos de la transacción o del formulario de verificación de créditos y liberación, puede obtener copias escribiendo a Fairfield Greenwich Securities Litigation, c/o Rust Consulting, Inc., P.O. Box 2874, Faribault, MN 55021-8674, o visitando www.FairfieldGreenwichLitigation.com.

No llame por teléfono al tribunal, a la secretaría ni a ninguno de los demandados o sus abogados en relación con esta notificación.

FECHA: 21 de diciembre del 2012

EMITIDO POR ORDEN DEL TRIBUNAL
TRIBUNAL FEDERAL DEL
DISTRITO SUR DE NUEVA YORK

FUENTE Rust Consulting, Inc.

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PR Newswire's Editorial Order Number: 795202-1-13

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Subject: PR Newswire: Press Release Clear Time Confirmation for Rust Consulting, Inc.. ID# 795202-1-3

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Release headline: Transacción parcial propuesta en acción de clase relacionada con fondos de cobertura operados por Fairfield Greenwich Group
Word Count: 698
Product Summary:
World Financial Markets
Full Latin America Banking/Finance Microlist
PR Newswire's Editorial Order Number: 795202-1-3

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