

Exhibit 7

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

ANWAR, *et al.*,

Plaintiffs,

v.

FAIRFIELD GREENWICH LIMITED, *et al.*,

Defendants.

This Document Relates To: All Actions

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

**PLAINTIFFS' AMENDED RESPONSES AND OBJECTIONS TO CONTENTION
INTERROGATORIES OF CITCO GROUP LIMITED**

Pursuant to Federal Rules of Civil Procedure 26 and 33, and Rule 33.3 of the Local Rules of the United States District Courts for the Southern and Eastern Districts of New York, as modified by the Amended Case Management Plan and Scheduling Order, entered November 2, 2010, the Class Representative Plaintiffs ("Plaintiffs"), by and through their undersigned counsel, hereby respond to Citco Group Limited's Contention Interrogatories to Plaintiffs.

Plaintiffs herein use the term "CGL" to mean the entity Citco Group Limited, and the terms "Citco" and "Citco Defendants," and all other capitalized terms not defined herein, to have the meanings set forth in Plaintiffs' Second Set of Interrogatories to CGL. Plaintiffs contend, and the evidence has shown, that the Citco Defendants' operation was composed of interrelated entities, including CGL, that shared names, information, management, and goals related to the Funds' investors. Plaintiffs contend that as the parent company of the Citco, CGL managed, directed, and exercised control over the operations of all Citco entities and those entities acted as agents for CGL. Thus, Plaintiffs contend that acts, statements, and omissions made by, and all facts known by, one Citco Defendant were made and/or known by all Citco Defendants,

including CGL, and incorporate their responses to the Contention Interrogatories of each of the Citco Defendants in their responses to CGL's Contention Interrogatories.

PRELIMINARY STATEMENT

The responses below reflect the current state of Plaintiffs' knowledge, understanding and belief based upon their investigation and discovery to date. Plaintiffs' discovery, investigation and preparation for trial is ongoing as of the date of these responses and Plaintiffs reserve the right: (a) to make subsequent revisions, clarifications or amendments to their responses and objections based upon information, evidence, documents, facts and/or other things that may be discovered, the relevance of which may hereafter be discovered; and (b) to produce, introduce or rely upon additional or subsequently acquired or discovered evidence and information in any proceedings or at any trial held in this litigation. Furthermore, the Citco Defendants have not fully responded to Plaintiffs' Interrogatories and Requests for Production; nor has Citco provided discovery pursuant to Judge Maas' Discovery Order dated July 8, 2013, and Plaintiffs reserve the right to use any further discovery materials produced by Citco. Plaintiffs further reserve the right to object on any ground and at any time to a demand for further answers to the Interrogatories.

In addition, Plaintiffs hereby incorporate all expert reports they have served on Defendants, and forthcoming rebuttal reports, into each of the answers below.

Further, any response by Plaintiffs to a particular interrogatory, or any part thereof, is not intended, and shall not be construed, as an admission of any fact, assertion, or other matter expressed or implied by the interrogatory, including, without limitation, the existence of any information described or assumed.

GENERAL OBJECTIONS

1. The following general objections (“General Objections”) are incorporated in Plaintiffs’ responses to each and every request contained in the Interrogatories. No response to any interrogatory is, or shall be deemed to be, a waiver of Plaintiffs’ General Objections, and Plaintiffs make such responses without committing to treat future interrogatories in a similar manner.

2. To the extent that an Interrogatory seeks “each,” “every,” or “all” facts, pieces of evidence, witnesses, or application of law to fact, Plaintiffs object to the Interrogatory on the grounds that it is overbroad and unduly burdensome. *See Ritchie Risk-Linked Strategies Trading (Ireland), Ltd. v. Coventry First LLC*, 273 F.R.D. 367, 369 (S.D.N.Y. 2010) (Marrero, J.) (“Defendants’ requests, insofar as they seek every fact, every piece of evidence, every witness, and every application of law to fact—rather than, for example, certain principal or material facts, pieces of evidence, witnesses and legal applications—supporting the identified allegations, are overly broad and unduly burdensome.”); *Linde v. Arab Bank, PLC*, 2012 WL 957970 (E.D.N.Y. 2012) (“Courts generally resist efforts to use contention interrogatories as a vehicle to obtain every fact and piece of evidence a party may wish to offer concerning a given issue at trial. Thus courts do not typically compel responses to interrogatories that seek a catalog of all facts or all evidence that support a party's contentions.”).

3. Plaintiffs object to the Interrogatories to the extent they purport to seek discovery from individual class members or named plaintiffs who are not subject to discovery, pursuant to prior orders of the Court.

4. Plaintiffs object to the Interrogatories to the extent the information sought is protected from discovery by the attorney-client privilege, the work product doctrine, or other

applicable privileges or doctrines. Plaintiffs hereby claim such privileges and protections to the extent implicated by each interrogatory, and exclude privileged and protected information from their responses to the Interrogatories. Any disclosure of such protected or privileged information is inadvertent, and is not intended to waive those privileges or protections.

5. Plaintiffs object to the Interrogatories to the extent that the “Instructions” incorporated therein attempt to impose obligations on Plaintiffs beyond those imposed or authorized by the Federal Rules of Civil Procedure, the Local Civil Rules of the Southern District of New York, the Orders of the Court, or other applicable law.

6. Plaintiffs object to the Interrogatories to the extent that they seek information that is unavailable to Plaintiffs or outside of their possession, custody or control, or seek information in the possession, custody or control of third parties.

7. Plaintiffs object to the Interrogatories to the extent that they seek disclosure of information that is already in the possession, custody or control of Defendants, or seek information that could as readily, conveniently and in a less burdensome fashion be obtained from others or by other means, including deposition discovery or reviewing the documents produced in response to Defendants’ Joint First Request for Production of Documents.

8. Plaintiffs object to the Interrogatories to the extent they are overbroad, duplicative, and to the extent they seek information or materials that are irrelevant or immaterial to the issues in this action and/or are not reasonably calculated to lead to the discovery of admissible evidence. In addition, Plaintiffs object to the Interrogatories to the extent that responding to the Interrogatories would be unduly burdensome and would cause undue time and expense to Plaintiffs that is not commensurate with Defendants’ legitimate discovery needs.

9. Plaintiffs object to the Interrogatories insofar as they seek to impose upon Plaintiffs an obligation to provide information that Plaintiffs are not able to ascertain after reasonably diligent investigation.

10. Plaintiffs object to the Interrogatories to the extent they are vague, ambiguous or would require Plaintiffs to speculate regarding the information sought.

11. Plaintiffs' responses to the Interrogatories are made without waiving any objections as to relevancy, admissibility, competency, materiality, or privilege.

OBJECTIONS TO DEFINITIONS

1. Plaintiffs object to Definition No. 2 as overbroad and unduly burdensome to the extent it purports to require the disclosure of information from individuals or entities who are not required to furnish such information under the Federal Rules of Civil Procedure, the Local Rules of the United States District Court for the Southern District of New York, the prior Orders of the Court, or other applicable law.

OBJECTIONS TO INSTRUCTIONS

1. Plaintiffs object to Instruction No. 7 as unduly burdensome, and to the extent that it seeks to impose obligations on Plaintiffs beyond those imposed or authorized by the Federal Rules of Civil Procedure, the Local Rules of the United States District Court for the Southern District of New York, the prior Orders of the Court, or other applicable law.

SPECIFIC OBJECTIONS AND RESPONSES TO INTERROGATORIES

1. Identify every "red flag" that You contend existed relating to Bernard L. Madoff or BLMIS prior to Bernard L. Madoffs arrest on December 11, 2008.

RESPONSE: Plaintiffs object on the grounds that this Interrogatory is vague, overbroad and unduly burdensome. Without waiving the foregoing objection and General Objections, Plaintiffs respond by providing the information set forth in Appendix A.

2. For each red flag identified in response to Interrogatory No.1, state: (i) the source of such red flag; (ii) whether You contend that CGL was aware of such red flag and, if so, the basis of Your contention; (iii) the person(s), if any, at CGL You contend were aware of such red flag; (iv) the date on which such person became aware of such red flag; (v) whether You were aware of such red flag; (vi) the date on which You became aware of such red flag, if applicable; and (vii) how You became aware of such red flag.

RESPONSE: Without waiving the General Objections, Plaintiffs respond as follows: Plaintiffs incorporate herein their response to Interrogatory No.1, and further respond as follows:

(i): The term “source of such red flag” is vague and ambiguous and Plaintiffs cannot answer this subpart of the interrogatory without clarification.

(ii)-(iv): *See* Appendix A. Plaintiffs contend that CGL had actual knowledge of the matters in Appendix A from at least the inception of CGL’s relationship with the Funds, except for parts D, E, F, K of Appendix A, which CGL learned during the course of the relationship (including as reflected in documents shown in Appendix A). [REDACTED]

[REDACTED] Documents and testimony in Appendix A are examples of individuals at CGL who had knowledge of such matters and dates on which they had such knowledge.

(v)-(vii): Plaintiffs object to subparts (v) through (vii) as outside of the scope of a contention interrogatory in that they do not seek information regarding any contention by Plaintiffs, and they are overbroad and unduly burdensome. Without waiving the foregoing objections and the General Objections, Plaintiffs state that apart from disclosures about Madoff’s role and the Funds’ returns set forth in the Funds’ offering memoranda and elsewhere, and

except as otherwise stated in Plaintiffs' depositions, they were not aware of any matters in Appendix A, including the serious concerns CGL had identified and harbored about the Funds or of CGL's failed and substandard efforts to address those concerns, including as shown in Appendix A.

3. For each red flag identified in response to Interrogatory No.1, state: (i) whether You contend that Fairfield was aware of such red flag and, if so, the basis of Your contention; (ii) the person(s), if any, at Fairfield You contend were aware of such red flag; and (iii) the date on which such person became aware of such red flag.

RESPONSE: Plaintiffs object to this Interrogatory as outside of the scope of a contention interrogatory to the extent that it seeks information that is not relevant to any of the remaining claims in the action, and limit their answer with respect to Fairfield to claims where Plaintiffs contend CGL aided and abetted Fairfield's misconduct. Plaintiffs further object on the grounds that the Interrogatory is overbroad and unduly burdensome. Without waiving the foregoing objections or the General Objections, Plaintiffs respond as follows: Plaintiffs refer to and incorporate fully herein their Responses to Interrogatory Nos. 4-8.

4. State whether You contend Fairfield owed a fiduciary duty to You and, if so, the basis for the duty and all facts that You contend establish such duty.

RESPONSE: Plaintiffs object on the grounds that the Interrogatory is overbroad and unduly burdensome. Without waiving the foregoing objections and General Objections, Plaintiffs respond as follows: Plaintiffs contend that Fairfield owed fiduciary duties to Plaintiffs, which Fairfield breached. Fairfield represented that it had superior expertise or knowledge concerning the Funds, and was aware that potential and current investors were reposing trust and confidence in Fairfield in making investment decisions. As examples, Fairfield held itself out as having special knowledge and expertise about Madoff's operations, including representing that they had full transparency to Madoff's accounts, which Fairfield claimed it was monitoring on a

daily basis. Fairfield represented to Plaintiffs that the Funds' assets actually existed, were being invested using a split-strike conversion strategy, and that assets in the Funds were earning substantial, consistent returns. *See, e.g.*, [REDACTED]

5. Identify every instance where (i) You contend Fairfield breached a fiduciary duty owed to You; (ii) the date of such breach; (iii) the person(s) at Fairfield who were aware of such breach; and (iv) all facts that You contend establish such breach.

RESPONSE: Plaintiffs object to this Interrogatory as outside of the scope of a contention interrogatory to the extent that it seeks information that is not relevant to any of the remaining claims in the action, and limit their answer to those breaches of fiduciary duties Plaintiffs contend that CGL was aware of and aided and abetted. Plaintiffs further object on the grounds that the Interrogatory is overbroad and unduly burdensome. Without waiving the foregoing objections and General Objections, Plaintiffs respond as follows: Plaintiffs contend that Fairfield breached fiduciary duties to Plaintiffs, with substantial assistance from Citco, because of the misrepresentations and omissions it made to investors, including those statements in the Funds' offering materials and in response to Interrogatory Number 6. Fairfield breached its fiduciary duties to Plaintiffs, again with substantial assistance from Citco, by not performing the obligations it represented it would, including monitoring and safeguarding the Plaintiffs' investments, and by failing to inform Plaintiffs of its failure to perform. Fairfield further breached its fiduciary duty, with substantial assistance from Citco, by making misrepresentations to the Irish Stock Exchange concerning the scope of Madoff's discretion over the Funds'

transactions, and Citco's role as custodian. Examples of principal or material facts and evidence supporting Plaintiffs' contentions are set forth in Appendix C.

6. For every breach of fiduciary duty identified in response to Interrogatory No. 5, state (i) whether You contend CGL was aware of such breach; (ii) the person(s) at CGL who You contend were aware of such breach; (iii) the date on which such person became aware; (iv) all facts You contend establish such awareness; and (v) how CGL participated or induced the breach.

RESPONSE: Without waiving the General Objections, Plaintiffs respond as follows: Plaintiffs contend that CGL was aware of Fairfield's breaches of its fiduciary duties. In the face of awareness of Fairfield's breaches, CGL substantially assisted Fairfield, participated in, or induced Fairfield's breaches by continuing to manage, direct, and exercise control over, among others, Citco Fund Services (Europe) B.V., Citco (Canada) Inc., Citco Bank Nederland N.V. Dublin Branch, Citco Global Custody N.V., and Citco Fund Services (Bermuda) Limited, and the services that these entities provided to the Funds and to Plaintiffs, including processing subscriptions and redemptions, transferring funds from Plaintiffs to Fairfield and Madoff and from Fairfield and Madoff to Plaintiffs, calculating the NAV, and publishing NAV statements, without which Fairfield's breaches of duty could not have continued. Examples of principal or material facts and evidence supporting Plaintiffs' contentions are:

- CGL reviewed, revised and approved the Funds' offering memoranda knowing that they contained materially false and misleading statements and omissions, including as set forth in Plaintiffs' Response to Interrogatory No. 10, *see, e.g.*, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] CGL did nothing to correct these misrepresentations and omissions, instead participating in them. *See, e.g.*, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- CGL was aware of, and participated in, Fairfield’s misrepresentations to the Irish Stock Exchange as set forth in Plaintiffs’ Response to Interrogatory No. 10 below. *See* Appendix A at ¶ D.
- CGL knew that Fairfield continued to make misstatements and omissions concerning its knowledge of Madoff’s operations, and the extent to which it was monitoring Madoff’s operations. *See, e.g.*, Appendix A at ¶¶ A, C, I, J, K, G.

Examples of individuals at CGL who had knowledge, and dates on which they had knowledge, are reflected in the documents and testimony set forth above.

7. State whether You contend that Fairfield committed a fraud, and, if so, identify all facts and circumstances supporting Your contention.

RESPONSE: Plaintiffs object to this Interrogatory as outside of the scope of a contention interrogatory to the extent that it seeks information that is not relevant to any of the remaining claims in the action, and limit their answer to fraud by Fairfield on Plaintiffs that Plaintiffs contend CGL aided and abetted. Plaintiffs further object on the grounds that the Interrogatory is overbroad and unduly burdensome. Without waiving the foregoing objections and General Objections, Plaintiffs respond as follows: Plaintiffs contend that Fairfield committed fraud. As examples, Fairfield made inaccurate and misleading representations and omissions to investors, including representing that Fairfield had full transparency to Madoff’s

accounts, which Fairfield claimed it was monitoring on a daily basis, and which investors relied on. *See, e.g.*, [REDACTED]

[REDACTED]
[REDACTED] These representations were false and misleading. Fairfield further made misrepresentations to the Irish Stock Exchange concerning the scope of Madoff's discretion over the Funds' transactions, and Citco's role as custodian. Examples of principal or material facts and evidence supporting Plaintiffs' contentions are set forth in Appendix C.

8. State whether You contend that CGL aided and abetted Fairfield's alleged fraud, and, if so, identify all facts and circumstances supporting Your contention, including any facts that establish CGL's awareness of Fairfield's alleged fraud.

RESPONSE: Without waiving the General Objections, Plaintiffs respond as follows: Plaintiffs contend that CGL aided and abetted Fairfield's fraud. With awareness of Fairfield's misstatements and omissions, CGL substantially assisted Fairfield in its fraud by continuing to manage, direct, and exercise control over the Citco entities that were providing services to the Funds, without which Fairfield's fraud could not have continued. Citco further knowingly assisted Fairfield in making false representations to the Irish Stock Exchange concerning the scope of Madoff's discretion over the Funds' transactions, and Citco's role as custodian. Examples of principal or material facts and evidence supporting Plaintiffs' contention include those set out in Plaintiffs' Response to Interrogatory No. 10; [REDACTED]

9. State whether You contend that CGL had a special relationship with You, and, if so, identify the basis of that special relationship and all facts You contend establish the special relationship.

RESPONSE: Plaintiffs object to this Interrogatory on the grounds that the term “special relationship” is vague and ambiguous. Without waiving the foregoing objections and the General Objections, Plaintiffs respond as follows: Plaintiffs contend that CGL had a special relationship with Plaintiffs. As known and intended by CGL, Plaintiffs reposed their trust and confidence in CGL, which occupied a superior position, and had superior expertise or knowledge, to provide financial services when Plaintiffs made their initial investment in the Funds, re-invested in the Funds, and retained investments in the Funds. CGL was further aware that the primary purpose of the representations concerning the Funds’ NAVs, issued by the Citco entities it managed, directed, controlled and oversaw, was to enable investors to evaluate their investments or potential investments in the Funds. Plaintiffs further relied on CGL to disclose material information to them. *See, e.g.,* [REDACTED]

[REDACTED]

10. Identify any statements You contend were negligently made by CGL. For each such statement, state: (i) the speaker of such statement; (ii) the content of such statement; (iii) the date on which such statement was made; (iv) the document in which such statement is included, if any; (v) the reason You contend such statement was negligent; (vi) the person(s) at Plaintiff who were aware of the contents of such statement; and (vii) the date when Plaintiff became aware of such statement.

RESPONSE: Plaintiffs object to this Interrogatory on the grounds that it is overbroad and unduly burdensome. Without waiving the foregoing objection and the General Objections, below are types of the negligent statements of material fact and/or omissions of material fact that Plaintiffs contend were made by CGL, with examples of principal or material facts and evidence. The below statements and/or omissions are negligent because they fail to disclose that CGL

knew of and had serious concerns about the matters in Appendix A; that the entities CGL managed, directed, controlled and oversaw (including Citco Fund Services (Europe) B.V., Citco (Canada) Inc., Citco Bank Nederland N.V. Dublin Branch, Citco Global Custody N.V., and Citco Fund Services (Bermuda) Limited), were failing to take reasonable, industry-standard steps to fulfill their duties as administrator, custodian, bank, and depositary; and also for the reasons set forth below:

- Misleading NAVs: CGL’s representations concerning the Funds’ NAVs were materially false because they represented that shares in the Funds had substantial positive value when in fact they were nearly worthless. *See, e.g.*, [REDACTED]
[REDACTED]
[REDACTED]
- Omissions: CGL failed to disclose to investors material information of which it was aware that was necessary, among other things, to make Citco’s representations concerning the Funds’ NAVs not misleading, including the following:
 - [REDACTED]
[REDACTED]
 - Citco was not following its own, or industry-standard, procedures in failing to verify the Funds’ assets and transactions with any independent party;
 - [REDACTED]
[REDACTED]
 - [REDACTED]
[REDACTED]

- [REDACTED]

See Appendix A.

- Omissions relating to the Funds' Offering Memoranda and PPMs: CGL reviewed, revised, and approved the Funds' offering memoranda, which CGL knew contained false and misleading information and omissions concerning the Funds, including the following:

- [REDACTED]

[REDACTED] CGL knew that Citco was not independently reconciling the cash, other balances, or portfolio holdings of the fund. See, e.g., Appendix A at ¶¶ A, E, G, K. CGL failed to disclose these misrepresentations and omissions to investors.

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] CGL failed to disclose these misrepresentations and omissions to investors.

- Misrepresentations about the Irish Stock Exchange (“ISE”): CGL knew that Fairfield Sentry’s listing on the ISE was based on false information that it assisted in providing concerning the scope of Citco’s role as custodian and the scope of Madoff’s discretion over the Funds’ transactions. Moreover, CGL knew that investors relied on Fairfield Sentry’s listing on the ISE when deciding to invest in or hold their investments in the Funds. *See, e.g.,* [REDACTED] [REDACTED] Appendix A at ¶ D.

11. Identify every instance in which You contend that CGL was negligent and all facts You contend support such negligence facts You contend support such negligence.

RESPONSE: Plaintiffs object to this Interrogatory on the grounds that it is overbroad and unduly burdensome. Without waiving the foregoing objection or the General Objections, Plaintiffs incorporate their Responses to Interrogatory Nos. 1, 6, 8 and 10, and Plaintiffs’ expert reports, as setting forth types of negligent acts that CGL committed and examples of facts showing CGL’s negligence.

12. Identify with specificity all acts taken by CGL that You contend proximately caused harm to You, including (i) the date of each act; (ii) the individuals whose conduct constituted each act; and (iii) the harm that was caused by each act.

RESPONSE: Plaintiffs object to this Interrogatory on the grounds that it is overbroad and unduly burdensome. Without waiving the foregoing objection and General Objections, Plaintiffs incorporate their Responses to Interrogatory Nos. 1, 6, 8 and 10, and Plaintiffs' expert reports, as setting forth types of acts CGL committed that harmed Plaintiffs.

13. State whether You contend that CGL caused Your alleged loss independent of BLMIS's alleged fraud. If yes, identify the basis for Your contention.

RESPONSE: Plaintiffs object to this Interrogatory on the grounds that it is vague and ambiguous. Without waiving the foregoing objections and the General Objections, Plaintiffs respond as follows: Plaintiffs contend that CGL caused their losses independent of BLMIS's fraud. Had CGL properly performed its duties and provided accurate information, Plaintiffs would not have initially invested in the Funds, would not have re-invested in the Funds, and would not have retained their investments in the Funds, and could have recovered their investments. Examples of principal or material facts and evidence supporting Plaintiffs' contentions are included in Plaintiffs' Responses to Interrogatory Nos. 1, 6, 8, and 10, and Plaintiffs' expert reports, which are incorporated here.

14. Identify every instance in which You contend that CGL was grossly negligent and any facts You contend support such gross negligence.

RESPONSE: Plaintiffs object to this Interrogatory on the grounds that it is overbroad and unduly burdensome. Without waiving the foregoing objection and General Objections, Plaintiffs incorporate their Responses to Interrogatory Nos. 1, 6, 8 and 10, and Plaintiffs' expert reports, as setting forth types of grossly negligent acts that CGL committed and examples of facts showing CGL's gross negligence.

15. Identify what actions, if any, by CGL that You contend were reckless. For each such action, state: (i) the date of such action; (ii) what person(s) at CGL was involved in such action; and (iii) the basis of Your contention that each such action was reckless.

RESPONSE: Plaintiffs object to this Interrogatory on the grounds that it is overbroad and unduly burdensome. Without waiving the foregoing objection and General Objections, Plaintiffs incorporate their Responses to Interrogatory Nos. 1, 6, 8 and 10, and Plaintiffs' expert reports, as setting forth types of reckless acts that CGL committed and examples of facts showing CGL's recklessness.


16. State whether You contend that CGL breached any of the Administration Agreements, and, if so, identify which provisions of such Administration Agreements You contend were breached and all facts You contend support such breach.

RESPONSE: Plaintiffs object to this Request on the grounds that it is overbroad and unduly burdensome. Without waiving the foregoing objection and the General Objections, Plaintiffs contend that CGL breached the following Agreements and provisions:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Plaintiffs incorporate their Responses to Interrogatory Nos. 1, 6, 8, and 10, and Plaintiffs' expert reports, as examples of facts showing CGL's breaches.

November 8, 2013

By: Sashi B. Boruchow 
Sashi Bach Boruchow

David A. Barrett
Howard L. Vickery, II
BOIES, SCHILLER & FLEXNER LLP
575 Lexington Avenue
New York, NY 10022
Telephone: (212) 446-2300
Facsimile: (212) 446-2350

Stuart H. Singer
Carlos Sires
Sashi Bach Boruchow
BOIES, SCHILLER & FLEXNER LLP
401 East Las Olas Boulevard, #1200
Ft. Lauderdale, Florida 33301
Telephone: (954) 356-0011
Facsimile: (954) 356-0022


Robert C. Finkel
James A. Harrod
WOLF POPPER LLP
845 Third Avenue
New York, NY 10022
Telephone: (212) 759-4600
Facsimile: (212) 486-2093

Christopher Lovell
Victor E. Stewart
LOVELL STEWART HALEBIAN JACOBSON LLP
61 Broadway, Suite 501
New York, NY 10006
Telephone: (212) 608-1900

Co-Lead Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on November 8, 2013, I caused the foregoing attached document to be electronically served to all counsel on the attached service list:


Sashi Bach Boruchow