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JUDICIAL PANEL
MULTIDISTRICT
LITIGATION

**BEFORE THE JUDICIAL PANEL
ON MULTIDISTRICT LITIGATION**

IN RE FAIRFIELD GREENWICH
LITIGATION

MDL DOCKET NO. _____

DECLARATION OF PETER E. KAZANOFF

PETER E. KAZANOFF declares as follows:

1. I am a partner in the law firm of Simpson Thacher & Bartlett LLP, 425 Lexington Ave., New York, NY 10017, counsel for Movant Fairfield Greenwich Advisors LLC ("Movant"). I submit this Declaration in support of Movant's Motion to Transfer and Coordinate Related Actions in the Southern District of New York pursuant to 28 U.S.C. § 1407 (the "Motion to Transfer and Coordinate" or the "Motion").

2. Included with Movant's filing papers is a Velo-bound copy of exhibits containing true and correct copies of the following documents:

- Exhibit A: Consolidated Amended Complaint, *Anwar, et al. v. Fairfield Greenwich Limited et al.*, 1:09 Civ. 00118 (S.D.N.Y.)
- Exhibit B: Docket, *Anwar, et al. v. Fairfield Greenwich Limited et al.*, 1:09 Civ. 00118 (S.D.N.Y.)
- Exhibit C: Complaint, *Headway Investment Corporation v. American Express Bank Ltd., et al.*, 1:09 Civ. 21395 (S.D. Fla.)

Exhibit D: Docket, *Headway Investment Corporation v. American Express Bank Ltd., et al.*, 1:09 Civ. 21395 (S.D. Fla.)

3. Upon information and belief, Headway Investment Corporation, plaintiff in *Headway Investment Corporation v. American Express Bank Ltd., et al.*, 1:09 Civ. 21395 (S.D. Fla.) (“Plaintiff”), entered into a subscription agreement with Fairfield Sentry Limited dated June 21, 2005 (the “Subscription Agreement”).

4. Upon information and belief, paragraph 19 of the Subscription Agreement contains the following choice of law clause:


New York Courts: Subscriber agrees that any suit, action or proceeding (“Proceeding”) with respect to this Agreement and the Fund may be brought in New York. Subscriber irrevocably submits to the jurisdiction of the New York courts with respect to any Proceeding and consents that service of process as provided by New York law may be made upon Subscriber in such Proceeding, and may not claim that a Proceeding has been brought in an inconvenient forum. Subscriber consents to the service of process out of any New York court in any such Proceeding by the mailing of copies thereof, by certified or registered mail, return receipt requested, addressed to Subscriber at the address of Subscriber then appearing on the Fund’s records. Nothing herein shall affect the Fund’s right to commence any Proceeding or otherwise to proceed against Subscriber in any other jurisdiction or to serve process upon Subscriber in any manner permitted by any applicable law in any relevant jurisdiction.

5. I and other attorneys at my firm have communicated with counsel for all other defendants named in the *Headway* complaint concerning Movant’s Motion to Transfer and Coordinate. All defendants that have been served in *Headway* – Standard Chartered Bank International (Americas) Limited (“Standard Chartered”), Standard Chartered Bank, Raul N. Mas, Robert Friedman, Rodolfo Pages, and John G. Dutkowski – consent to and support the Motion. The Motion is also supported by defendant Walter M. Noel, Jr., and defendants Fairfield Greenwich Limited, Fairfield Greenwich (Bermuda) Ltd., Jeffrey H. Tucker, Andres

Piedrahita, Amit Vijayvergiya, and Citco Fund Services (Europe) B.V., who have not been served in *Headway*. *Headway* defendants Samuel Perruchoud, Carlos Gadala-Maria, and PricewaterhouseCoopers LLP, who also have not been served, have not taken a position on this Motion at this time.

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed in New York, New York on June 18, 2009.



Peter E. Katanoff