

Exhibit 1.B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PASHA ANWAR, et al.,

Plaintiffs,

v.

FAIRFIELD GREENWICH LIMITED, et al.

Defendants.

**Consolidated Master File
Case No. 1:09-cv-00118-VM**

Member Case No. 1:11-cv-00813-VM

This Document Relates to:

*Da Silva Ferreira, et al. v. EFG Capital
International Corp., et al., 1:11-cv-00813-VM*

[PROPOSED] ORDER AND FINAL JUDGMENT

On the day of _____, 2012, a hearing having been held before this Court to determine: (1) whether the terms and conditions of the Stipulation of Settlement dated _____, 2012 (the “Stipulation”) are fair, reasonable and adequate for the settlement of all claims asserted by the Settling Class against EFG Capital International Corp. (“EFG Capital” or “Defendant”); (2) whether a settlement class should be certified; (3) whether judgment should be entered dismissing the Class Action Complaint (the “Complaint”) on the merits and with prejudice, in favor of Defendant and as against all persons or entities who are members of the defined Settling Class; and (4) whether to approve the proposed Plan of Allocation as a fair and reasonable method to allocate the Net Settlement Fund among Settling Class Members; and

The Court having considered all matters submitted to it at the hearing and otherwise; and

It appearing that the Notice substantially in the form approved by the Court in the Court’s Order Preliminarily Approving Settlement and Providing For Notice (“Preliminary Approval Order”) was mailed and emailed (where email address was known) to all reasonably identifiable Putative Class Members;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED

THAT:

1. All capitalized terms used herein have the same meanings as set forth and defined in the Stipulation.

2. The Court has jurisdiction over the subject matter of the Action, Plaintiffs, all Settling Class Members, and Defendant.

3. The District Court finds that the prerequisites for a class action under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Settling Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settling Class; (c) the claims of Plaintiffs are typical of the claims of the Settling Class they seek to represent; (d) Plaintiffs fairly and adequately represents the interests of the Settling Class; (e) the questions of law and fact common to the members of the Settling Class predominate over any questions affecting only individual members of the Settling Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of this Action. The Settling Class is being certified for settlement purposes only.

4. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court hereby certifies this action as a class action for settlement purposes only, and certifies as the Settling Class all customers of both EFG Capital and EFG Bank who (i) subscribed for shares of Fairfield Sentry through EFG Capital, (ii) held all or a portion of their shares on December 11, 2008, and (iii) did not receive redemptions in excess of their investments in Fairfield Sentry (the "Settling Class"). Excluded from the Class are:

- a. Present and former officers and/or directors of EFG Capital;

- b. Those Persons who file a valid and timely Request for Exclusion from the Settling Class in accordance with this Preliminary Approval Order (excluding any Requests for Exclusion that may have been validly retracted);
and
- c. Those Arbitration Claimants who do not file a valid and timely Request for Inclusion in the Settling Class in accordance with this Order (excluding any Requests for Inclusion that may have been validly retracted).

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs are certified as the class representatives, and Plaintiffs' Counsel previously selected by Plaintiffs is hereby appointed as Lead Counsel for the Settling Class.

6. The Court hereby finds that the forms and methods of notifying the Putative Class of the Settlement and its terms and conditions met the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Exchange Act, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons and entities entitled thereto of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation. No Settling Class Member is relieved from the terms of the Settlement, including the releases provided for therein, based upon the contention or proof that such Settling Class Member failed to receive actual or adequate notice. A full opportunity has been offered to the Settling Class Members to object to the proposed Settlement and to participate in the hearing thereon. The Court further finds that the notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, were fully discharged. Thus, it

is hereby determined that all members of the Settling Class are bound by this Order and Final Judgment.

7. The Settlement is approved as fair, reasonable, adequate, and in the best interests of the Settling Class and Plaintiffs, and Defendant is directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation. The terms of the Stipulation are hereby approved.

8. The Action and the Complaint are hereby dismissed with prejudice and without costs as to EFG Capital, EFG Bank, Plaintiffs, and the Settling Class.

9. Plaintiffs and the Settling Class Members, on behalf of themselves, their current and former heirs, executors, administrators, successors, attorneys, legal representatives, agents, transferees, and assigns, hereby completely, voluntarily, knowingly, unconditionally and forever discharge and release EFG Capital and EFG Bank and their past, present, and future affiliates, associates, entities, families, parents, subsidiaries, joint venturers, general partners, limited partners, and partnerships, and each and all of their respective past, present, or future officers, directors, principals, shareholders, employees, agents, attorneys, legal counsel, advisors, insurers, reinsurers, accountants, trustees, members, managers, financial advisors, associates, representatives, predecessors, beneficiaries, executors, personal representatives, estates, administrators, and any other individual or entity in which EFG Capital and EFG Bank had or has a controlling interest or which is related to or affiliated with EFG Capital and/or EFG Bank, and the current, former and future legal representatives, heirs, successors, successors in interest, and assigns of EFG Capital and EFG Bank, whether or not such parties were named or appeared in the Action from any and all claims, debts, demands, liabilities, rights, and causes of action of every nature and description whatsoever (including but not limited to any claims for

damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, or liabilities whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside of the United States, the rules of any self-regulatory organization (including, but not limited to, FINRA), and including claims under the Securities Act of 1933, the Securities Exchange Act of 1934 and any other provisions of the federal securities laws and any rule or regulation issued pursuant thereto, whether fixed or contingent, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, suspected or unsuspected, disclosed or undisclosed, hidden, or concealed, at law or in equity, whether class or individual in nature, including both known claims and Unknown Claims, which Plaintiffs or any of the Settling Class Members ever had, now have or hereafter can, shall, or may have, or which Plaintiffs or any of the Settling Class members could have asserted in any forum, arising from the acts, omissions, or failures to act occurring prior to the execution of the Stipulation, whether directly, derivatively, representatively, or in any other capacity against the Released Persons, whether or not such Released Persons were named or appeared in the Action, by reason of or arising out of or which may hereafter arise out of or relating to or in connection with, in any way, the facts, matters, actions, or conduct alleged, involved, set forth, referred to, or that could have been alleged in the Action, including, but not limited to, the investment in Fairfield Sentry; provided, however, that nothing in this Stipulation shall operate to release any of the Released Persons from potential claims relating to any future agreement with the liquidator of Fairfield Sentry or the SIPA Trustee waiving or agreeing to reduce the amounts owed by Fairfield Sentry or the SIPA Trustee to the Settling Class or any member thereof, and provided, further, that Settled Claims do not include any claims to enforce any of the terms of this Stipulation or of the Order and Final Judgment.

10. The Court hereby finds that the proposed Plan of Allocation is a fair and reasonable method to allocate the Net Settlement Fund among Settling Class Members and directs that Defendant implement the Plan of Allocation in accordance with the terms of the Stipulation.

11. The Court directs the Claims Administrator to make a report to Plaintiffs' Counsel of the disbursements made pursuant to the Plan of Allocation with thirty (30) days of the last disbursement.

12. The Court permanently enjoins Plaintiffs, all Settling Class Members, all Participating Arbitration Claimants, and anyone acting or purporting to act for any of them, from commencing, instigating, prosecuting, attempting to prosecute, or assisting others in the prosecution of any action asserting any Settled Claims, directly, representatively, derivatively, or in any other capacity against a Released Party in this or in any other forum.

13. In accordance with 15 U.S.C. § 78u-4(f)(7) and any other applicable law or regulation, any and all claims which are brought by any Person or entity against Defendant (a) for contribution or indemnification arising out of any Settled Claim, or (b) where the damage to the claimant is measured by reference to the claimant's liability to Plaintiffs or the Settling Class, are hereby permanently barred and discharged.

14. The Court finds that all parties and their counsel have complied with each requirement of Rule 11 of the Federal Rules of Civil Procedure as to all proceedings herein.

15. Neither this Order and Final Judgment, the Stipulation, nor any of the negotiations, documents, nor proceedings connected with them, shall be:

- a. referred to or used against the Released Persons or the Settling Class as evidence of wrongdoing by anyone;

- b. construed against the Released Persons or the Settling Class as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial;
- c. construed as, or received in evidence as, an admission, concession or presumption against the Settling Class or any of them, that any of their claims are without merit or that damages recoverable under the Complaint would not have exceeded the Settlement Fund; or
- d. used or construed as an admission of any fault, liability, or wrongdoing by any person or entity, or offered or received in evidence as an admission, concession, presumption, or inference against any Settling Party in any proceeding other than such proceedings as may be necessary to consummate or enforce the Stipulation.

16. Exclusive jurisdiction is hereby retained over the Settling Parties and the Settling Class Members for all matters relating to the Action, including the administration, interpretation, effectuation, or enforcement of the Stipulation of Settlement, this Order and Final Judgment, the provisions of Paragraph 10 above, and including any application for fees, expenses, and incentive payments incurred in connection with administering and distributing the settlement proceeds to the Settling Class Members.

17. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

18. There is no just reason for delay in the entry of this Order and Final Judgment, and immediate entry by the Clerk of the Court is directed pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

19. The finality of this Order and Final Judgment shall not be affected, in any manner, by rulings that the Court may make on Plaintiffs' Counsels' application for an award of Attorneys' Fees, Expenses, and Incentive Payments.

20. In the event that the Settlement does not become final and effective in accordance with the terms and conditions set forth in the Stipulation, then this Order and Final Judgment and the Settlement, including any class certification and any orders in connection therewith, shall be vacated and shall become void and of no further force and effect. In that event, neither the Stipulation, the Memorandum of Settlement previously entered into by the Parties, nor any provision contained therein except as stated herein, nor any action undertaken pursuant thereto, nor the negotiation thereof by any Party, shall be deemed an admission offered or received as evidence at any proceeding in this Action or any other action or proceeding, and all negotiations and statements made in connection therewith shall be without prejudice to any person or entities' rights, and the Parties to the Action shall be restored to their respective positions existing prior to execution of the Stipulation.

Dated: _____ 2012

HON VICTOR MARRERO
UNITED STATES DISTRICT JUDGE