

Herrero v. Standard Chartered Bank International (Americas) Limited, et al., 1:11-cv-03553-VM
Master File No. 1:09-cv-00118-VM-THK

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PASHA ANWAR, *et al.*,

Plaintiffs,

v.

FAIRFIELD GREENWICH LIMITED, *et al.*,

Defendants.

This document relates to:

Joaquina Teresa Barbachano Herrero v. Standard Chartered Bank International (Americas) Limited and Standard Chartered PLC, 1:11-cv-03553-VM

Master File No. 1:09-cv-00118-VM-THK
ECF CASE

NOTICE OF FILING

Plaintiff, JOAQUINA TERESA BARBACHANO HERRERO (“Barbachano”), by and through undersigned counsel, hereby gives Notice of Filing the accompanying proposed Amended Complaint against Defendants, STANDARD CHARTERED BANK INTERNATIONAL (AMERICAS) LIMITED and STANDARD CHARTERED PLC (collectively, the “Defendants”), and the Exhibits attached thereto, which was previously submitted to the Court in connection with Barbachano’s pending letter request for leave to amend the Complaint, and which was electronically sent to the Defendants and the Plaintiffs’ Steering Committee on October 3, 2012.

Respectfully submitted,

By: /s/ H. Eugene Lindsey III, Esq.

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CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that on October 9, 2012, we electronically filed the foregoing document with the Clerk of the Court using CM/ECF and by PDF/email attachment, on:

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AMENDED COMPLAINT

Plaintiff, JOAQUINA TERESA BARBACHANO HERRERO (“Barbachano”), by and through undersigned counsel and pursuant to the Federal Rules of Civil Procedure, hereby files this Amended Complaint for Damages against Defendants, STANDARD CHARTERED BANK INTERNATIONAL (AMERICAS) LIMITED and STANDARD CHARTERED PLC (collectively, the “Defendants”), and alleges as follows:

NATURE OF THE ACTION, THE PARTIES, JURISDICTION AND VENUE

1. This is an action for violation of state securities laws, breach of fiduciary duty, fraud, gross negligence, and negligent misrepresentation. It arises from fraudulent and/or negligent investment advice and recommendations rendered, and the material omissions of fact made by the Defendants and/or their predecessors in interest to Barbachano, which caused the unsuitable investment of the assets in Barbachano’s portfolio, exposing those assets to substantial risk and, ultimately, multi-million dollar losses, the unsuitable leveraging of Barbachano’s portfolio through a multi-million dollar loan, and the further investment (and loss) of some of the assets contained in Barbachano’s portfolio in the massive Ponzi scheme perpetrated by Bernard Madoff.

2. Barbachano is a resident and citizen of Mexico. In late 1996, she became a client of American Express Bank, Ltd. and its subsidiary, American Express Bank International (collectively "AEBI"), in Miami, Florida, the predecessors of the Defendants. AEBI provided financial and investment advice to Barbachano, assigning its employee, Jennifer Sierra ("Sierra"), as Barbachano's "Relationship Manager." As a result, and continuing thereafter, Barbachano reposed her trust and confidence in AEBI and Sierra, which AEBI and Sierra accepted, entering in to a fiduciary relationship with Barbachano. Indeed, AEBI, by and through Sierra, eventually managed all aspects of Barbachano's personal finances and investments.

3. Defendant Standard Chartered PLC is organized and existing under the laws of the United Kingdom, with a place of business at 1 Aldermanbury Square, London, EC2V 75B, United Kingdom, and is the parent corporation of Defendant Standard Chartered Bank International (Americas) Limited, by and through its wholly owned subsidiaries, Standard Chartered Holdings Ltd. and Standard Chartered Americas.

4. Defendant Standard Chartered Bank International (Americas) Limited is a corporation organized under the laws of the United States and is authorized to do business in Florida with a place of business at 1111 Brickell Avenue, Miami, Florida 33131.

5. AEBI was an Edge Act corporation that offered traditional private banking services to individuals outside of the United States and was headquartered in Miami, Florida at all relevant times.

6. In or about February 2008, Defendant Standard Chartered Bank PLC acquired the American Express Bank, Ltd. and all of its subsidiary companies and affiliated companies, including AEBI, changing its name to Standard Chartered Bank International (Americas) Limited. For ease of reference, Standard Chartered Bank PLC, AEBI, and Standard Charter Bank International (Americas) Limited shall collectively be referred to as the "Bank."

7. This Court has jurisdiction pursuant to the Edge Act of 1913 (12 U.S.C. § 632).

8. Venue is proper in the United States District Court for the Southern District of Florida pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims alleged herein occurred in Miami, Florida.

9. This action was originally filed in the United States District Court for the Southern District of Florida. By order of the United States Judicial Panel on Multidistrict Litigation entered on May 20, 2011, this action was transferred to the United States District Court for the Southern District of New York for inclusion in the coordinated and consolidated pretrial proceedings in *In re Fairfield Greenwich Group Securities Litigation*.

FACTUAL ALLEGATIONS

10. In 1994, Barbachano inherited approximately \$6 million following the death of her father, a well-known movie producer in Mexico.

11. In late 1996, Barbachano became a client of the Bank, and Sierra was assigned as her Relationship Manager. Barbachano advised Sierra that she had no knowledge of finances and investments and that her goal was to preserve her inheritance while making a modest return. In that regard, Barbachano advised Sierra that she (Sierra) should treat Barbachano like an “old widow” when making investment recommendations and not to gamble with her assets. Sierra advised Barbachano that her investment objective was “capital preservation and growth.” Sierra further advised Barachano that her investment risk factor was considered “moderate conservative” and that her overall investment position would be conservative, but when the market presented an opportunity, Sierra would take some small risks. *See Exhibit A*, attached hereto and incorporated herein.

12. In addition, Sierra arranged for Barbachano to place a substantial part of her assets in a trust, which was subsequently created in the Cayman Islands, with AMEX International Trust (Cayman) Ltd., an affiliate of AEBI, acting as “Trustee,” and, later, with Standard Chartered Trust (Cayman) Ltd., an affiliate of the Defendants, acting as “Trustee.” The trust was initially named “Las Trojes,” and was later re-named “Los Camotes,” with the assets transferred into the trust by Barbachano and held by the

Trustee for the benefit of Barbachano through two companies, Fardoll Co. Ltd. and Vegadeo Co. Ltd. Barbachano was the grantor and beneficiary of the assets held by the trust through the companies.¹

13. Throughout their relationship, the Bank, by and through Sierra, made all investment decisions for Barbachano. In particular, Sierra, and together at times with John Dutkowski (“Dutkowski”), a Senior Investment Specialist of the Bank, would tout investments to Barbachano, advise Barbachano that the investments she and Dutkowski recommended were not risky, and assure Barbachano that the Bank reviewed in detail all the investments that Sierra and Dutkowski recommended and would continually monitor Barbachano’s investments. Sierra would also show investment documents to Barbachano but would not necessarily leave them for Barbachano to review because, as Sierra said, she “would not understand them.” For example, in the Bank’s “call report,” dated July 30, 2004, Sierra writes that “[Barbachano] is still in the process of learning the investment management of the account.” The July 30, 2004 call report is attached hereto as **Exhibit B**.

14. The Bank, by and through Sierra, became involved in all aspects of Barbachano’s investments and finances. Sierra met with Barbachano approximately four times each year (if not more) in both Miami, Florida and Mexico to review her portfolio and make recommendations. Sierra also spoke by telephone with Barbachano on a monthly or even more frequent basis concerning her investments and finances, repeatedly assuring Barbachano that she (Sierra) was monitoring her investments. Sierra also managed withdrawals and deposits for Barbachano, caused the payment of bills for Barbachano’s Florida residence and credit cards, and ensured the payment of taxes. In addition, Sierra befriended Barbachano, often meeting her for dinner and taking a vacation with her to Key West, Florida. When Barbachano decided to sell her Florida residence, Sierra caused her (Sierra’s) husband to act as Barbachano’s broker, thus obtaining a commission from the sale.

¹ Because of the affiliated relationship between the Trustee and the Defendants, it would be futile to demand that the Trustee bring suit against the Defendants.

Fairfield Investments

15. In or about January 2004, the Bank, by and through Sierra, began touting to Barbachano an investment in Fairfield Sentry Limited Fund (“Fairfield”), which was eventually exposed as a feeder fund for Madoff’s Ponzi scheme. Sierra represented that the investment in Fairfield was a “risk reducer” for Barbachano’s investment portfolio. Sierra further represented that the Bank had investigated Fairfield and that Fairfield was not risky, had “no volatility,” provided a six (6) to seven (7) percent annual return, and was a safe, conservative investment. Sierra also represented to Barbachano that an investment in Fairfield was an opportunity for only a select number of investors.

16. Unbeknownst to Barbachano, the Bank, by and through Sierra and Dutkowski, only began touting investment in Fairfield after Fairfield agreed to pay a “trailer fee” to the Bank in the amount of one-half of one percent of each investment per year. The Bank failed to disclose to Barbachano the payment of this “trailer fee” at any time. The Bank also failed to disclose to Barbachano that it only agreed to market Fairfield after Fairfield agreed to pay the Bank the “trailer fee.”

17. On February 2, 2004, on the recommendation of Sierra, upon which Barbachano reasonably relied, Barbachano invested \$300,000.00 in Fairfield.

18. Also, in 2004 and 2005, Barbachano, through an investment account maintained with UBS, invested approximately \$100,000.00 in Fairfield.

19. In or about January 2006, Barbachano transferred the investments she maintained at UBS to AEBI, and as a result, approximately ninety-five (95) percent of Barbachano’s funds were managed by the Bank.

20. On or about February 17, 2006, Sierra and Dutkowski reviewed Barbachano’s investments (*see Exhibit C*, attached hereto and incorporated herein) and recommended that the investments in Fairfield be kept in Barbachano’s portfolio as a “risk reducer,” a recommendation upon which Barbachano reasonably relied. *See* “Investment Proposal” dated February 2006, which is attached

hereto and incorporated herein as **Exhibit D**. Thereafter, the Bank would continue to recommend that Barbachano maintain and increase her investment in Fairfield.

21. In 2006, Barbachano decided to sell her residence in Florida. Sierra caused her husband, John Naranjo and his company, Acqua International Realty, to act as Barbachano's broker, thus obtaining a commission from the sale of her residence.

22. In June 2006, after receiving the net proceeds from the sale of Barbachano's residence, Sierra caused Barbachano to invest an additional \$400,000.00 in Fairfield. However, The Bank did not obtain Barbachano's written authorization for this additional investment.

23. Sierra and Dutkowski always touted the investment in Fairfield as a "risk reducer" for Barbachano's investment portfolio, representations upon which Barbachano reasonably relied. For example, and as stated above, in February 2006, Sierra and Dutkowski presented Barbachano with an "Investment Proposal" that stated Fairfield was a "risk reducer." See **Exhibit D**. Moreover, during their conversations, Sierra and Dutkowski repeatedly told Barbachano that the investments in her portfolio were safe, were suitable to her investment objectives and risk tolerance, and that the Bank properly investigated and monitored those investments.

24. However, during this time, neither Sierra nor Dutkowski advised Barbachano that Fairfield was a feeder fund for Bernard L. Madoff Investments Securities, LLC ("BLMIS"), that the Bank had received and was continuing to receive a "trailer fee" for the investment, and that the sole function of Fairfield, other than raising money from investors and extracting healthy fees for its sponsor, Fairfield Greenwich Group ("FGG"), was to turn over those investments to BLMIS, which was controlled by Bernard L. Madoff.

25. Furthermore, despite various representations made by Sierra and Dutkowski, as described above, the Bank failed to conduct adequate due diligence concerning the Fairfield investment in violation of both the Bank's internal due diligence standards and those prevalent in its sector of the financial industry. Specifically:

- a. In violation of its own internal policies, the Bank recommended the Fairfield investment without doing any initial or on-going due diligence on Fairfield's sub-advisor, BLMIS; and ,
- b. The Bank ignored obvious red flags, which should have put it on notice – and which made it reasonably foreseeable – that Madoff was engaged in a fraud, including but not limited to:
 - i. BLMIS' invariable positive monthly return and low standard deviation;
 - ii. The lack of any comparable product with comparative returns;
 - iii. The fact that BLMIS performed both execution and custodial functions with the invested funds, which was exclusively controlled by Bernard Madoff;
 - iv. The fact that BLMIS failed to file required SEC Form 13-Fs prior to February 2007, and, those that were filed after February 2007, evidenced discrepancies between amounts reported and amounts the company was supposedly managing;
 - v. The fact that financial institutions investing with BLMIS, including the Bank, were not generally allowed to go visit BLMIS for due diligence purposes;
 - vi. The fact that BLMIS' financial audits were conducted by a two-man firm, Friedhling & Horowitz;
 - vii. The fact that BLMIS did not charge an administrative fee for its services or a share of supposed profits;
 - viii. The fact that BLMIS did not allow any real-time electronic access to trading;and

ix. The fact that BLMIS utilized outdated technology, including paper trading confirmations, which were sent daily via U.S. mail to feeder funds, such as Fairfield.

26. In addition, the Bank failed to disclose that Fairfield's due diligence concerning BLMIS was similarly inadequate. For example, Fairfield failed to prepare any independent accounting report regarding the design or operational effectiveness of the internal controls at BLMIS.

27. Barbachano reasonably relied on the Bank's representations, by and through Sierra and Dutkowski, regarding Fairfield and had Barbachano been aware that those representations were false, she would not have invested in Fairfield.

28. Likewise, had Barbachano been aware that the Bank failed to conduct adequate due diligence concerning the Fairfield investment, in violation of both the Bank's internal due diligence standards and those prevalent in its sector of the financial industry, that the Bank was receiving a "trailer fee" from Fairfield and had only agreed to market Fairfield after Fairfield had agreed to pay the "trailer fee," and that Fairfield had failed to conduct adequate due diligence regarding BLMIS, Barbachano would not have invested in Fairfield.

Lack of Suitability of Barbachano's Portfolio Investments

29. The Bank's stated risk tolerance for Barbachano was always moderate conservative, with an investment objective of capital preservation and growth. See **Exhibit A**. However, by June 2008, the Bank, by and through Sierra and Dutkowski, had made substantial changes to the composition of Barbachano's portfolio, increasing the risk in the portfolio by substantially allocating Barbachano's assets to equities and alternative investments while simultaneously decreasing the amount of assets held in cash and bonds. Thus, by June 2008, the allocation of Barbachano's portfolio to cash and bonds was a mere

eleven (11) percent, that allocation of assets was unsuitable to Barbachano's investment objective of capital preservation and growth and her risk tolerance of moderate conservative.²

30. Specifically, on or about June 6, 2007, Sierra and Dutkowski met with Barbachano and her husband, Hector Velasquez ("Velasquez"), in Mexico City. During this meeting, Sierra and Dutkowski recommended that Barbachano reallocate her assets based on then-existing market conditions, while maintaining her position in Fairfield. Dutkowski and Sierra claimed that they would diversify her portfolio to minimize risk, using an investment risk factor of "moderate conservative" for Barbachano's assets, and that Barbachano should expect earnings of five (5) to seven (7) percent for 2008. When Velasquez asked what Barbachano's losses could be, Dutkowski advised that in the worst of cases, Barbachano could suffer losses of ten (10) to twelve (12) percent.

31. During the June 2007 meeting, Barbachano reiterated to Sierra and Dutkowski that she did not understand anything about investments and that she wanted to be clear that she did not want to risk her money. This message was repeatedly told by Barbachano to Sierra and Dutkowski during subsequent meetings on or about September 26, 2007 and June 2, 2008.

32. Moreover, during a February 28, 2008 meeting between Barbachano, Velasquez, Sierra, Dutkowski, and Carla Borelly (Sierra's assistant) in Mexico City, Dutkowski described current market conditions, and Barbachano and Velasquez "reminded [Dutkowski and Sierra] to be cautious in the event things turned worse instead of better." See the Bank's March 5, 2008 call report, authored by Sierra, **Exhibit E**, attached hereto and incorporated herein. Also, a month earlier, on January 18, 2008, Sierra advised Velasquez that Dutkowski had stated that the American market is "extremely undervalued and oversold," thus providing further assurances to Barbachano that her assets were not at risk and that the

² The respective allocations of and investments contained in Barbachano's portfolio for the months of June 2006, December 2007, June 2008, December 2008, and September 2009 are set forth in **Exhibit F**, attached hereto and incorporated herein.

Bank was monitoring her investments. However, by the summer of 2008, Sierra believed that market conditions were highly volatile and that the markets were “going crazy.”

33. Furthermore, during a June 2, 2008 meeting with Barbachano, Sierra, Velasquez, and Dutkowski in Mexico City, Barbachano repeatedly asked Sierra if everything was under control with her accounts, and Sierra continuously assured Barbachano that everything was fine and that Barbachano had nothing to worry about since Sierra was taking care of everything.

34. By the end of July 2008, over forty-two (42) percent of Barbachano’s portfolio was invested in Signature Global Equities – an investment that the Bank rated four out of five on its risk matrix (with five being the most risky and one being the most conservative). Moreover, by the end of July 2008, over sixteen (16) percent of Barbachano’s portfolio was invested in Fairfield – an investment that was a fraud and one in which the Bank had failed to conduct adequate due diligence or disclose to Barbachano that it was receiving “trailer fees” for her continued investment in that product.

35. In or about June 2008, Barbachano also advised Sierra that she wanted to withdraw substantial funds from the portfolio managed by the Bank in order to purchase and renovate property in Mexico. Barbachano’s withdrawal of funds from her portfolio would result in both Sierra receiving reduced compensation from the Bank and the Bank collecting reduced fees from Barbachano for her assets under management.

36. Sierra discouraged Barbachano from withdrawing assets from her portfolio and, instead, persuaded Barbachano to obtain a multi-million dollar loan from the Bank. Further, the Bank caused the loan to be secured by the assets contained in Barbachano’s investment portfolio and, thus, increased the volatility of the portfolio.

37. In so doing, Sierra had Dutkowski prepared an analysis, based on past performance of Barbachano’s portfolio, to persuade Barbachano that she should obtain the loan from the Bank rather than liquidate a portion of her portfolio. Sierra also told Barbachano that she did not need to worry about

risking her money because Barbachano had a very secure portfolio. When Barbachano raised the possibility of only taking a loan for half the amount, Sierra insisted that a full loan was the better course.

38. It was unsuitable investment advice for Sierra to recommend that Barbachano leverage her portfolio and obtain a multi-million dollar loan from the Bank when Sierra knew that the market was experiencing extreme volatility. In addition, Sierra did not advise Barbachano that it was to her (Sierra's) financial benefit for Barbachano to obtain a loan from the Bank rather than reduce the amount of assets contained in Barbachano's portfolio.

The Fallout

39. In 2008-09, Barbachano suffered losses of approximately forty-three (43) percent in her portfolio, including all monies invested in Fairfield when Madoff's Ponzi scheme was revealed on December 11, 2008. Even excluding the investment in Fairfield, Barbachano lost approximately twenty-six (26) percent of the value of her portfolio – losses that Barbachano would not have suffered if the Bank had managed her portfolio consistent with Barbachano's risk level and investment objective.

40. In late August 2009, Sierra left the employment of the Bank. On August 19, 2009, however, and prior to her departure from the Bank, Sierra advised Barbachano (while at Barbachano's home in Mexico) that she should sue the Bank because her assets had been mismanaged – specifically, that there were suitability issues related to Barbachano's portfolio and that the Bank was a “mess.” Sierra also told Barbachano that she (Sierra) did not obtain written authorization from Barbachano for many of the investments made and sold by the Bank on her behalf, as she was required to obtain, and failed to make changes to the trust, as Barbachano had requested. Further, upon Sierra's departure from the Bank, she failed to give Barbachano documents that Barbachano had previously requested.

41. On or about September 9, 2009, the Bank, by and through its representative and Barbachano's new relationship manager, Jose del Vecchio (“Del Vecchio”), met with Barbachano and Velasquez in Mexico City. Del Vecchio told Barbachano that her portfolio had been mismanaged. Rather than having a moderate conservative portfolio, many of her assets had actually been placed in

high-risk investments and Barbachano's portfolio was actually "aggressive," which was the reason she had lost so much money. Del Vecchio also criticized Sierra's management of Barbachano's account.

42. In October 2009, Del Vecchio, along with Dutkowski, recommended a new allocation of Barbachano's remaining assets to align her portfolio with her investment objectives. The proposal reduced Barbachano's investment in equities and increased her position in fixed income assets, which would re-allocate the composition of the portfolio to make it more conservative. The Bank, by and through Del Vecchio and Dutkowski, proposed that Barbachano's investment in Signature Global Securities be reduced by \$1.2 million (reducing her equity assets from approximately fifty-one (51) percent of her portfolio to approximately twenty-four (24) percent of her portfolio) and that she invest \$1.7 million in PIMCO Global Bonds (increasing her fixed income assets from approximately twenty-three (23) percent of her portfolio to approximately sixty-one (61) percent of her portfolio). A copy of the October 2009 "Investment Proposal" is attached hereto and incorporated herein as **Exhibit G**.

43. Thereafter, Barbachano attempted to end her relationship with the Bank and transfer her assets. However, the Bank, by and through Del Vecchio, attempted to have Barbachano execute documents releasing the Bank from any liability for the losses that she had suffered. The Bank also failed to provide Barbachano with account documentation that she repeatedly requested. And, to release her assets, the Bank demanded that Barbachano repay her loan full, which Barbachano ultimately did in order to transfer her assets.

44. Finally, in or about April 2010, Barbachano closed her accounts with the Bank.

COUNT I

INVESTMENT FRAUD – VIOLATION OF FLORIDA STAT. §§ 517.301 & 517.211(2) (AGAINST ALL DEFENDANTS)

45. Barbachano realleges paragraphs 1-44 as if fully set forth herein.

46. This is an action against the Defendants for violations of the anti-fraud provisions of section 517.301 of the Florida Statutes, part of the Florida Securities and Investors Protection Act (the “Act”), which seeks recovery pursuant to section 517.211(2) of the Florida Statutes, all part of the Act.

47. Section 517.301 provides in relevant part that:

It is unlawful and a violation of the provisions of [Chapter 517] for a person:

(a) In connection with the rendering of any investment advice or in connection with the offer, sale, or purchase of any investment . . ., directly or indirectly:

1. To employ any device, scheme, or artifice to defraud;
2. To obtain money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
3. To engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon a person.

48. Section 517.211(2), Fla. Stat., also provides in relevant part:

Any person purchasing or selling a security in violation of s. 517.301, and every director, officer, partner, or agent of or for the purchaser or seller, if the director, officer, partner, or agent has personally participated or aided in making the sale or purchase, is jointly and severally liable to the person selling the security or purchasing the security from such person in an action for rescission, if the plaintiff still owns the security, or for damages, if the plaintiff has sold the security.

49. The shares of Fairfield were a “security” as that term is used in the Act. In addition, the Defendants rendered investment advice in connection with Fairfield and other securities and investments in Barbachano’s investment portfolio, which also included securities with Global Signature Equities.

50. Defendants, by and through Bank employees working from the Bank’s Miami, Florida location, rendered unsuitable investment advice to Barbachano in connection with the purchase and sale of securities in her investment portfolio, causing that portfolio to be allocated among investments unsuited to her investment objectives and risk tolerance. In so doing, Defendants employed a device, scheme, or artifice to defraud Barbachano; Defendants obtained money or property by means of untrue statements of a material fact and/or failure to state material facts necessary in order to make the

statements made, in the light of the circumstances under which they were made, not misleading; and/or Defendants engaged in a transaction, practice, or course of business which operated or would operate as a fraud or deceit upon Barbachano.

51. The Defendants knew or should have known that the allocation of investments were unsuitable for Barbachano; the Defendants recommended the investments to Barbachano notwithstanding the unsuitability thereof and her lack of investment sophistication; the Defendants, fraudulently and/or negligently made material misrepresentations of material facts and failed to disclose material information relating to the suitability of the investments that they recommended; and the Defendants often made investment decisions without obtaining Barbachano's written authorization.

52. In particular, by June 2008, the Bank, by and through Sierra and Dutkowski, had made substantial changes to the composition of Barbachano's portfolio, increasing the risk in the portfolio by allocating the vast majority – eighty-nine (89) percent – of Barbachano's assets to equities and alternative investments while decreasing the amount of assets held in cash and bonds. Thus, by June 2008, the allocation of Barbachano's portfolio to cash and bonds had been reduced. That reallocation of assets was unsuitable to Barbachano's investment objective of capital preservation and growth and her risk tolerance of moderate conservative.

53. Moreover, by July 2008, over forty-two (42) percent of Barbachano's portfolio was invested in Signature Global Equities – an investment that the Bank rated four out of five on its risk matrix (with five being the most risky and one being the most conservative). Also, by July 2008, over sixteen (16) percent of Barbachano's portfolio was invested in Fairfield – an investment that was a fraud and one in which the Bank had failed to conduct adequate due diligence, monitor, or disclose to Barbachano that it was receiving “trailer fees” for her purchase and continued investment in that security.

54. Furthermore, in 2008, the Defendants caused Barbachano to obtain a multi-million dollar loan from the Bank rather than liquidate a portion of her portfolio. It was unsuitable investment advice for Sierra to recommend that Barbachano leverage her investment portfolio and obtain a multi-million

dollar loan from the Bank when Sierra knew that the market was experiencing extreme volatility. In addition, Sierra did not advise Barbachano that it was to her (Sierra's) financial benefit for Barbachano to obtain a loan from the Bank rather than reduce the amount of assets under management in Barbachano's portfolio.

55. The Defendants knew or should have known that the recommendations made to Barbachano were unsuited to her investment objectives and risk tolerance.

56. The Defendants acted or purported to act as a fiduciary to Barbachano in rendering her investment advice in connection with the purchase and sale of securities in her investment portfolio.

57. Barbachano justifiably relied upon Defendants' misrepresentations and omissions, following their investment recommendations and decisions in connection with the purchase and sale of securities in her investment portfolio.

58. In addition, the Defendants acted as an undisclosed agent of Fairfield in connection with Barbachano's purchase of that security and the Bank's recommendation that Barbachano maintain her investment in Fairfield, obtaining hidden "trailer fees" from Fairfield for Barbachano's purchase and continued investment in the Fairfield securities.

59. The Defendants also failed to conduct adequate due diligence and ignored obvious red flags in connection with their recommendation that Barbachano purchase and maintain her investment in Fairfield securities, while fraudulently and/or negligently representing to Barbachano that they had reviewed in detail all the investments recommended to her, and while fraudulently and/or negligently touting the investment in Fairfield as a "risk reducer" for Barbachano's investment portfolio, and fraudulently and/or negligently representing that Fairfield had "no volatility," would provide a six (6) to seven (7) percent annual return, and was a safe, conservative investment, when the Bank failed to conduct any due diligence to make and/or verify these representations.

60. Furthermore, the Defendants' failure to disclose to Barbachano the "trailer fees" obtained from Fairfield constitutes an omission of a material fact in connection with the purchase or sale of a

security, and the Defendants acted fraudulently and/or negligently in failing to disclose that fact in order to conceal from Barbachano their material misrepresentations, lack of due diligence, hidden financial incentive, and breach of fiduciary duties in connection with Barbachano's purchase of, and continued investment in the Fairfield securities.

61. Barbachano justifiably relied upon Defendants' misrepresentations and omissions with regard to the Defendants' recommendation to purchase and to continue to invest in the Fairfield securities.

62. Barbachano has suffered substantial damages as a result of Defendants' material omissions and false and/or negligent misrepresentations of material facts.

63. Likewise, Barbachano has suffered substantial damages as a result of Defendants' failure to take reasonable steps to substantiate the investment recommendations made to her by conducting due diligence, which recommendations caused and induced her investment losses.

WHEREFORE, Plaintiff, Joaquina Teresa Barbachano Herrero, demands judgment against Defendants for damages, prejudgment interest, attorneys' fees pursuant to Section 517.211(6) of the Florida Statutes and costs, and for such other relief as the Court deems just and proper.

COUNT II

**BREACH OF FIDUCIARY DUTY
(AGAINST ALL DEFENDANTS)**

64. Barbachano realleges paragraphs 1-44 as if fully set forth herein.

65. This is an action against the Defendants for breach of fiduciary duty.

66. Defendants entered into and had a fiduciary relationship with Barbachano, and Defendants, Barbachano and the Defendants also shared a relationship whereby Barbachano reposed her trust and confidence in Defendants regarding their investment recommendations and decisions. In particular, Defendants rendered investment advice to Barbachano and directed her investments and finances. Moreover, Sierra became involved in all aspects of Barbachano's investments and finances, and Sierra befriended Barbachano, obtaining Barbachano's trust and confidence in Sierra's recommendations.

The Defendants, by and through Sierra and Dutkowski, knew Barbachano's investment objectives and risk tolerance. The Defendants, by and through Sierra and Dutkowski, made continuing representations and recommendations regarding the investments that they touted to Barbachano, the due diligence that the Defendants performed with regard to those investments, the Defendants' continued monitoring of the investments contained in Barbachano's portfolio, and the safety and security of her portfolio investments. The Defendants further undertook to make recommendations regarding whether to liquidate or not assets contained in Barbachano's portfolio.

67. As such, Defendants owed Barbachano fiduciary duties of loyalty and care, including duties to make suitable investment recommendations and decisions only after conducting reasonable due diligence, researching potential investments, and disclosing all material facts, including the risks involved in any investment.

68. Defendants also owed Barbachano fiduciary duties to render investment and financial advice suitable to her investment objectives and risk tolerance, including suitable recommendations regarding the asset allocations contained in Barbachano's portfolio. The Defendants further owed Barbachano fiduciary duties to review the investments contained in her investment portfolio, to render suitable recommendations regarding the increase or liquidation of assets in her investment portfolio, including whether to borrow against and leverage those assets, to continuously monitor the investments contained in Barbachano's portfolio, and to cause the purchase or sale of investments on behalf of Barbachano only after obtaining Barbachano's written authorization.

69. In addition, Defendants owed Barbachano a fiduciary duty not to make material misrepresentations of fact or to omit material facts, including the disclosure of any facts that would give rise to a conflict of interest.

70. Defendants breached the fiduciary duties that they owed to Barbachano by causing her to make investments unsuited to her investment objectives and risk tolerance, including the failure to allocate investments consistent with those investment objectives and risk tolerance, by causing

Barbachano to obtain a multi-million dollar loan from the Defendants rather than liquidating part of her investment portfolio, by failing to disclose in connection with the loan that it was to Sierra's financial benefit that Barbachano obtain the loan rather than liquidate part of her portfolio, and by often making investment decisions without obtaining Barbachano's written authorization, including the purchase of Fairfield securities. The Defendants knew or should have known that the allocation of investments contained in Barbachano's investment portfolio was unsuitable for her investment objectives and risk tolerance; the Defendants recommended investments to Barbachano notwithstanding the unsuitability thereof and her lack of investment sophistication; and the Defendants fraudulently and/or negligently made material misrepresentations and failed to disclose material information relating to the suitability of the investments it recommended and the recommendation that Barbachano leverage her portfolio and obtain a multi-million dollar loan in 2008 rather than liquidate part of her portfolio.

71. Furthermore, in breach of their fiduciary duties, the Defendants ignored obvious red flags, failed to conduct reasonable due diligence, disclose material facts, and adequately research and/or disclose the risks involved in Fairfield, which investment Defendants fraudulently and/or negligently touted as a "risk reducer" for Barbachano's investment portfolio and fraudulently and/or negligently represented as having "no volatility," as providing a six (6) to seven (7) percent annual return, and as a safe, conservative investment.

72. The Defendants, in breach of their fiduciary duties, also failed to monitor Barbachano's investments, including her investment in Fairfield.

73. In addition, the Defendants breached their fiduciary duties of care and loyalty that they owed to Barbachano by accepting "trailer fees" from Fairfield and by failing to disclose the same to Barbachano. In so doing, the Defendants acted as an agent of Fairfield and under a conflict of interest that the Defendants had a duty to disclose to Barbachano.

74. Barbachano justifiably relied upon Defendants' investment advice, expertise, and skill and she suffered substantial damages as a result.

75. Likewise, Barbachano has suffered substantial damages as a result of Defendants' failure to take reasonable steps to substantiate the investment recommendations made to her, which recommendations caused and induced her investment losses.

76. Defendants' breach of fiduciary duty constitutes intentional misconduct or gross negligence, as those terms are defined in section 768.72, Fla. Stat. Accordingly, Barbachano reserves the right to amend the Complaint to seek punitive damages.

WHEREFORE, Plaintiff, Joaquina Teresa Barbachano Herrero, demands judgment against Defendants for damages, costs, prejudgment interest, and for such other relief as the Court deems just and proper.

COUNT III

FRAUD, INCLUDING FRAUDULENT CONCEALMENT (AGAINST ALL DEFENDANTS)

77. Barbachano realleges paragraphs 1-44 as if fully set forth herein.

78. This is an action against Defendants for common law fraud, including fraudulent concealment.

79. Defendants acted as investment advisors for Barbachano. In so doing, Defendants rendered investment advice to Barbachano and directed her investments and finances. Moreover, Sierra became involved in all aspects of Barbachano's investments and finances, and Sierra befriended Barbachano, obtaining Barbachano's trust and confidence in Sierra's recommendations. The Defendants, by and through Sierra and Dutkowski, knew Barbachano's investment objectives and risk tolerance. The Defendants, by and through Sierra and Dutkowski, made continuing representations and recommendations regarding the investments that they touted to Barbachano, the due diligence that the Defendants performed with regard to those investments, the Defendants' continued monitoring of the investments contained in Barbachano's portfolio, and the safety and security of her portfolio investments.

The Defendants further undertook to make recommendations regarding whether to liquidate or not assets contained in Barbachano's portfolio.

80. Accordingly, Defendants owed Barbachano duties to render investment and financial advice suitable to her investment objectives and risk tolerance, including suitable recommendations regarding the asset allocations contained in Barbachano's portfolio. The Defendants further owed Barbachano duties to review the investments contained in her investment portfolio, to render suitable recommendations regarding the increase or liquidation of assets in her investment portfolio, including whether to borrow against and leverage those assets, to continuously monitor the investments contained in Barbachano's portfolio, and to cause the purchase or sale of investments on behalf of Barbachano only after obtaining Barbachano's written authorization.

81. In addition, Defendants owed Barbachano duties not to make fraudulent, material misrepresentations of fact or to omit material facts, including the disclosure of any facts that would give rise to a conflict of interest, with respect to any and all of the duties that Defendants undertook on behalf of Barbachano.

82. Defendants fraudulently misrepresented material facts and fraudulently concealed and failed to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading. Specifically, the Defendants, by and through Sierra and Dutkowski, acting with the intent to deceive and defraud, misrepresented to Barbachano that:

- a. The investment recommendations made to her were consistent with her investment objectives and moderate conservative risk tolerance when, in fact, the investment recommendations resulted in an aggressive investment portfolio, unsuited to Barbachano's investments objective and risk tolerance;
- b. Obtaining a multi-million dollar loan from the Defendants that leveraged the assets contained in Barbachano's portfolio, rather than liquidating part of that portfolio, was suitable to her investment objective and risk tolerance when, in fact, it was not;
- c. The Bank performed adequate due diligence with regard to all recommended investments, including Fairfield, when, in fact, the Bank failed to conduct adequate due diligence; and

- d. The Fairfield investment was a “risk reducer” for Barbachano’s investment portfolio and that the Fairfield investment had “no volatility,” provided a six (6) to seven (7) percent annual return, and was a safe, conservative investment.

83. The Defendants also fraudulently concealed and failed to disclose material facts to Barbachano and ignored red flags, further demonstrating its fraudulent intent with regard to the misrepresentations set forth above, including the Defendants’ failure to disclose that:

- a. The Bank received a “trailer fee” from Fairfield;
- b. The Bank was acting as an agent of Fairfield;
- c. The Bank only agreed to tout Fairfield to its clients, including Barbachano, after Fairfield agreed to pay the “trailer fee” to the Bank; and
- d. Sierra financially benefitted from Barbachano obtaining a multi-million dollar loan from the Bank rather than liquidating a part of her portfolio.

84. Barbachano justifiably relied upon Defendants’ fraudulent misrepresentations, following the investment recommendations made by Sierra and Dutkowski.

85. As a direct and proximate result of the Defendants’ fraudulent misrepresentations, concealment, and omissions, Barbachano has suffered substantial damages.

86. Defendants’ conduct was so reckless or wanting in care that it constituted a conscious disregard or indifference to the rights of Barbachano. Accordingly, Barbachano reserves the right to amend the Complaint to seek punitive damages.

87. WHEREFORE, Plaintiff, Joaquina Teresa Barbachano Herrero, demands judgment against Defendants for damages, costs, prejudgment interest, and for such other relief as the Court deems just and proper.

COUNT IV

**GROSS NEGLIGENCE
(AGAINST ALL DEFENDANTS)**

88. Barbachano realleges paragraphs 1-44 as if fully set forth herein.

89. This is an action against the Defendants for gross negligence.

90. Defendants acted as investment advisors for Barbachano. In so doing, Defendants rendered investment advice to Barbachano and directed her investments and finances. Moreover, Sierra became involved in all aspects of Barbachano's investments and finances, and Sierra befriended Barbachano, obtaining Barbachano's trust and confidence in Sierra's recommendations. The Defendants, by and through Sierra and Dutkowski, knew Barbachano's investment objectives and risk tolerance. The Defendants, by and through Sierra and Dutkowski, made continuing representations and recommendations regarding the investments that they touted to Barbachano, the due diligence that the Defendants performed with regard to those investments, the Defendants' continued monitoring of the investments contained in Barbachano's portfolio, and the safety and security of her portfolio investments. The Defendants further undertook to make recommendations regarding whether to liquidate or not assets contained in Barbachano's portfolio.

91. Accordingly, Defendant owed Barbachano duties of care to make suitable investment recommendations and decisions only after conducting reasonable due diligence, researching potential investments, and disclosing all material facts, including the risks involved in any investment.

92. Defendants also owed Barbachano duties to render investment and financial advice suitable to her investment objectives and risk tolerance, including suitable recommendations regarding the asset allocations contained in Barbachano's portfolio. The Defendants further owed Barbachano duties to review the investments contained in her investment portfolio, to render suitable recommendations regarding the increase or liquidation of assets in her investment portfolio, including whether to borrow against and leverage those assets, to continuously monitor the investments contained in Barbachano's portfolio, and to cause the purchase or sale of investments on behalf of Barbachano only after obtaining Barbachano's written authorization.

93. In addition, Defendants owed Barbachano duties not to make material misrepresentations of fact or to omit material facts, including the disclosure of any facts that would give rise to a conflict of interest.

94. Defendants breached the duties that they owed to Barbachano and were grossly negligent by causing her to make investments unsuited to her investment objectives and risk tolerance, including the failure to allocate investments consistent with those investment objectives and risk tolerance, by causing Barbachano to obtain a multi-million dollar loan from the Defendants rather than liquidating part of her investment portfolio, by failing to disclose in connection with the loan that it was to Sierra's financial benefit that Barbachano obtain the loan rather than liquidate part of her portfolio, and by often making investment decisions without obtaining Barbachano's written authorization, including the purchase of Fairfield securities. The Defendants knew or should have known that the allocation of investments contained in Barbachano's investment portfolio was unsuitable for her investment objectives and risk tolerance; the Defendants recommended investments to Barbachano notwithstanding the unsuitability thereof and her lack of investment sophistication; and the Defendants were grossly negligent in making material misrepresentations and failing to disclose material information relating to the suitability of the investments it recommended and the recommendation that Barbachano leverage her portfolio and obtain a multi-million dollar loan in 2008 rather than liquidate part of her portfolio.

95. Furthermore, in breach of their duties owed to Barbachano, the Defendants were grossly negligent in failing to conduct reasonable due diligence, disclose material facts, and adequately research and/or disclose the risks involved in Fairfield, which investment Defendants negligently touted as a "risk reducer" for Barbachano's investment portfolio and negligently represented as having "no volatility," as providing a six (6) to seven (7) percent annual return, and as a safe, conservative investment.

96. The Defendants, in breach of their duties owed to Barbachano, were also grossly negligent in failing to monitor Barbachano's investments, including her investment in Fairfield.

97. In addition, the Defendants breached their duties owed to Barbachano and were grossly negligent by accepting "trailer fees" from Fairfield and by failing to disclose the same to Barbachano. In so doing, the Defendants acted as an agent of Fairfield and under a conflict of interest that the Defendants had a duty to disclose to Barbachano.

98. Barbachano justifiably relied upon Defendants' investment advice, expertise, and skill and she suffered substantial damages as a result.

99. Likewise, Barbachano has suffered substantial damages as a result of Defendants' failure to take reasonable steps to substantiate the investment recommendations made to her, which recommendations caused and induced her investment losses.

100. As a direct and proximate result of Defendants' gross negligence, Barbachano has suffered damages.

101. Defendants' conduct was so reckless or wanting in care that it constituted a conscious disregard or indifference to the rights of Barbachano. Defendants' conduct constitutes gross negligence, as defined in section 768.72, Fla. Stat. Accordingly, Barbachano reserves the right to amend the Complaint to seek punitive damages.

WHEREFORE, Plaintiff, Joaquina Teresa Barbachano Herrero, demands judgment against Defendants for damages, costs, prejudgment interest, and for such other relief as the Court deems just and proper.

COUNT V

NEGLIGENT MISREPRESENTATION (ALL DEFENDANTS)

102. Barbachano realleges paragraphs 1-44 as if fully set forth herein.

103. This is an action against the Defendants for negligent misrepresentation.

104. Defendants acted as investment advisors for Barbachano. In so doing, Defendants rendered investment advice to Barbachano and directed her investments and finances. Moreover, Sierra became involved in all aspects of Barbachano's investments and finances, and Sierra befriended Barbachano, obtaining Barbachano's trust and confidence in Sierra's recommendations. The Defendants, by and through Sierra and Dutkowski, knew Barbachano's investment objectives and risk tolerance. The Defendants, by and through Sierra and Dutkowski, made continuing representations and

recommendations regarding the investments that they touted to Barbachano, the due diligence that the Defendants performed with regard to those investments, the Defendants' continued monitoring of the investments contained in Barbachano's portfolio, and the safety and security of her portfolio investments. The Defendants further undertook to make recommendations regarding whether to liquidate or not assets contained in Barbachano's portfolio.

105. Accordingly, Defendants owed Barbachano duties to render investment and financial advice suitable to her investment objectives and risk tolerance, including suitable recommendations regarding the asset allocations contained in Barbachano's portfolio. The Defendants further owed Barbachano duties to review the investments contained in her investment portfolio, to render suitable recommendations regarding the increase or liquidation of assets in her investment portfolio, including whether to borrow against and leverage those assets, to continuously monitor the investments contained in Barbachano's portfolio, and to cause the purchase or sale of investments on behalf of Barbachano only after obtaining Barbachano's written authorization.

106. In addition, Defendants owed Barbachano duties not to make material misrepresentations of fact or to omit material facts, including the disclosure of any facts that would give rise to a conflict of interest, with respect to any and all of the duties that Defendants undertook on behalf of Barbachano.

107. Defendants negligently misrepresented material facts and negligently failed to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading. Specifically, the Defendants, by and through Sierra and Dutkowski, negligently represented to Barbachano that:

- a. The investment recommendations made to her were consistent with her investment objectives and moderate-conservative risk tolerance when, in fact, the investment recommendations resulted in an aggressive investment portfolio, unsuited to Barbachano's investments objective and risk tolerance;
- b. Obtaining a multi-million dollar loan from the Defendants that leveraged the assets contained in Barbachano's portfolio, rather than liquidating part of that portfolio, was suitable to her investment objective and risk tolerance when, in fact, it was not;

- c. The Bank performed adequate due diligence with regard to all recommended investments, including Fairfield, when, in fact, the Bank failed to conduct adequate due diligence; and
- d. The Fairfield investment was a “risk reducer” for Barbachano’s investment portfolio and that the Fairfield investment had “no volatility,” provided a six (6) to seven (7) percent annual return, and was a safe, conservative investment.

108. The Defendants also failed to disclose material facts to Barbachano and ignored obvious red flags, further demonstrating its negligent scienter with regard to the misrepresentations set forth above, including the Defendants’ failure to disclose that:

- a. The Bank received a “trailer fee” from Fairfield;
- b. The Bank was acting as an agent of Fairfield;
- c. The Bank only agreed to tout Fairfield to its clients, including Barbachano, after Fairfield agreed to pay the “trailer fee” to the Bank; and
- d. Sierra financially benefitted from Barbachano obtaining a multi-million dollar loan from the Bank rather than liquidating a part of her portfolio.

109. Barbachano justifiably relied upon Defendants’ negligent misrepresentations, following the investment recommendations made by Sierra and Dutkowski.

110. As a direct and proximate result of the Defendants’ negligent misrepresentations and omissions, Barbachano has suffered substantial damages.

111. Defendants’ conduct was so reckless or wanting in care that it constituted a conscious disregard or indifference to the rights of Barbachano. Defendants’ conduct constitutes gross negligence, as defined in section 768.72, Fla. Stat. Accordingly, Barbachano reserves the right to amend the Complaint to seek punitive damages.

WHEREFORE, Plaintiff, Joaquina Teresa Barbachano Herrero, demands judgment against Defendants for damages, costs, prejudgment interest, and for such other relief as the Court deems just and proper.

PLAINTIFF'S DEMAND FOR JURY TRIAL

112. Plaintiff demands a trial by jury on all issues so triable of right by a jury.

Respectfully submitted,

By: /s/ H. Eugene Lindsey III, Esq.
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New York Bar No. 2421923
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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been served this 3rd day of October, 2012, by PDF/email attachment, on:

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New York, New York

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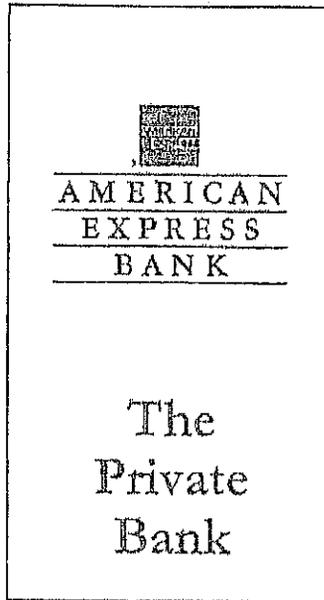
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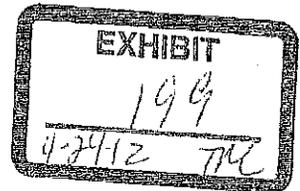
By: /s/ H. Eugene Lindsey III, Esq.
H. Eugene Lindsey III, Esq.

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AMERICAN EXPRESS PRIVATE BANK



Proposal Prepared for
Geneva 4652
Prepared by Jennifer Sierra
Tel. (305) 530 - 2558
Presented in July 25, 2002



TB000645



Agenda

1. Investment Objectives
2. Your Objectives
3. Current Asset Allocation
4. Proposed Asset Allocation
5. Current Currency Exposure
6. Proposed Currency Exposure
7. Proposed AEB Portfolio
8. Proposed AEB Investment and Details
9. AEB Investment Rationale

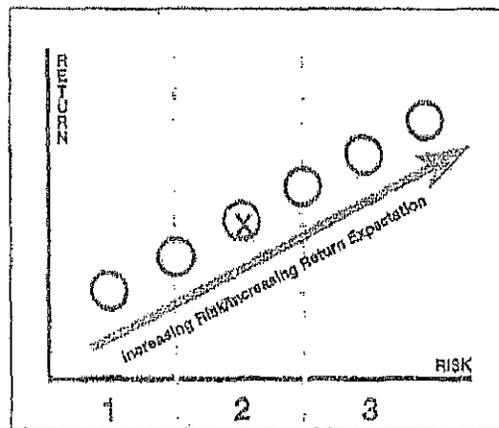
This proposal is a tool to assist you and your Relationship Manager in developing your current and/or long-term investment strategy. In using this proposal, please remember the following important points: The proposed Asset Allocation and proposed AEB Portfolio are based upon (1) your financial goals and investment categories you wish to avoid or limit; (2) the time frames of your financial goals; and (3) historical performance of major categories of investments and AEB's economics experts' forecasts about future long-term performance of financial markets. They show you potential combinations and proportions of various types of investments that seek to move you toward your financial goals at a level of risk acceptable to you. There is no guarantee that the proposed asset allocations and proposed investments will perform as forecasted or as they have in the past. There is no guarantee that your financial goals will be met.

You must consult your attorney for all questions involving legal issues.

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Investment Objectives

We begin with a thorough assessment of your needs and goals, as determined through American Express Bank's proprietary evaluation process. Investments are selected with the goal of maximizing return and minimizing risk in accordance with each investor's risk profile and time horizon.



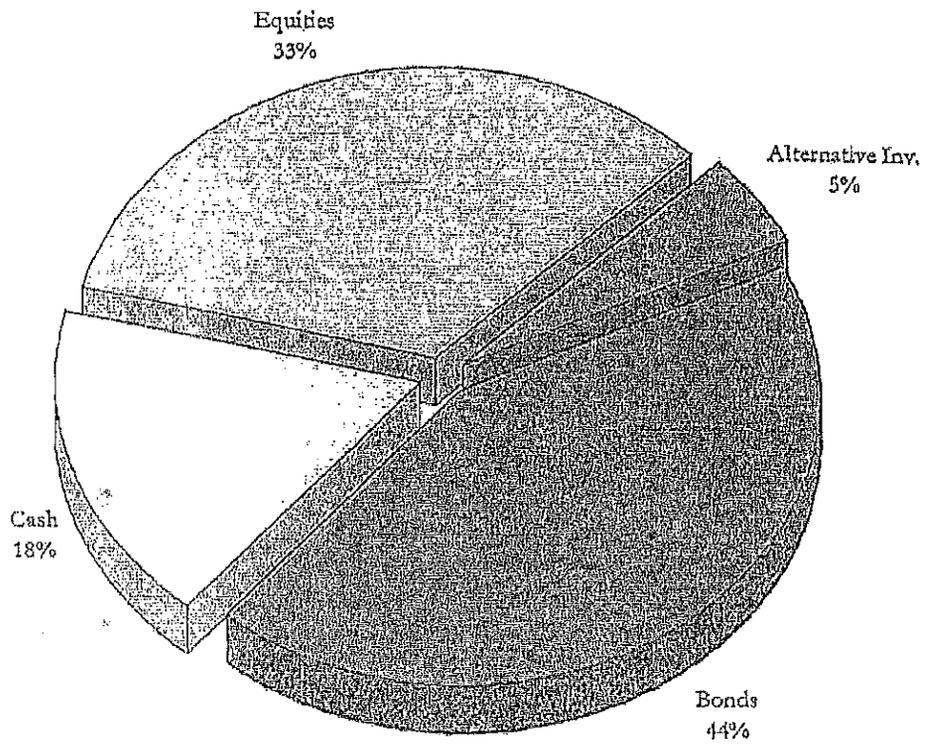
1. Conservative – More concerned with preserving capital than maximizing capital gains. Can tolerate infrequent, very moderate negative returns.
2. Moderate – Seeks higher returns and, consequently, is able to tolerate several quarters of negative returns through difficult phases of a market cycle.
3. Aggressive – Seeks maximum capital gains, and is able to tolerate more than one year of negative returns in exchange for the highest potential returns.

Your Objectives

Based on your responses to the Investment and Fiduciary Questionnaires, this is our understanding of your needs.

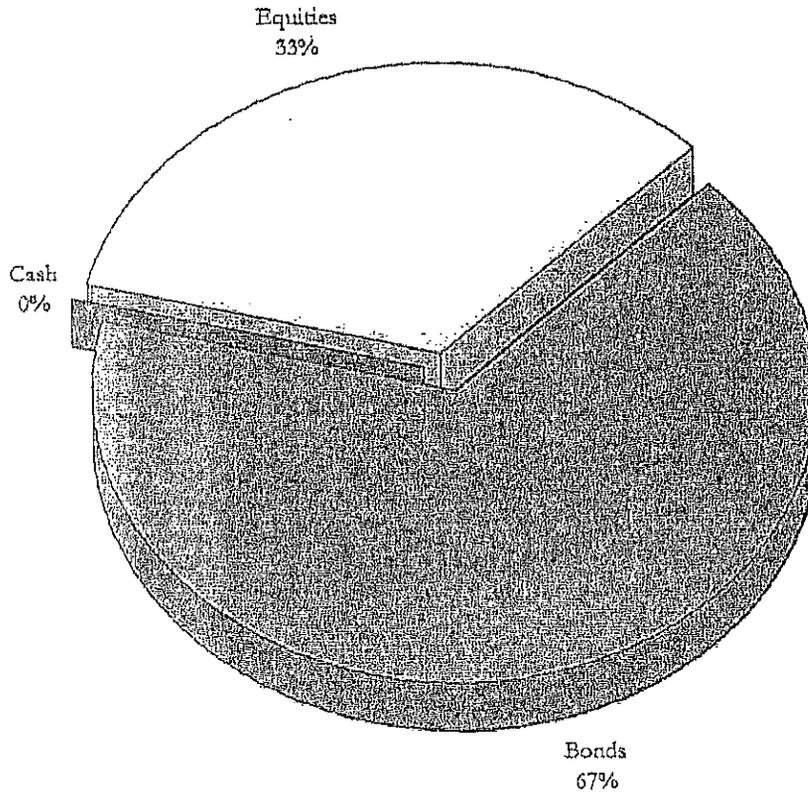
Investment Objective:	Capital Preservation and Growth
Risk Tolerance:	Moderate
Time Horizon:	5 Years
Investable Assets:	\$4,795,283.33
Future Investable Assets:	\$1,000,000 over 12 months
Reference Currency:	US Dollars
Booking Location:	Geneva

Current Asset Allocation



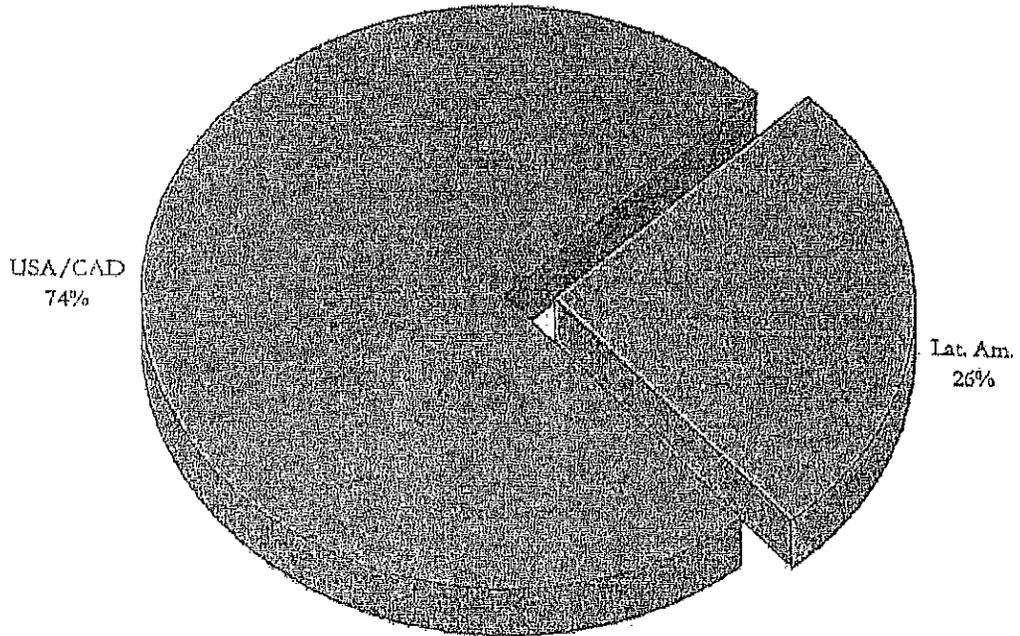
Proposed Asset Allocation

We propose to invest your financial assets in a global portfolio that will diversify your investment risk between asset classes and markets. The objective of this proposal is to develop for you a US based portfolio coherent with a moderate tolerance for investment risk. It is designed to be held for the long term and has exposure to equities which, historically, have outperformed cash and bonds. Alternative Investments are recommended to enhance the asset allocation risk/reward ratio and limit the downside volatility of your portfolio.



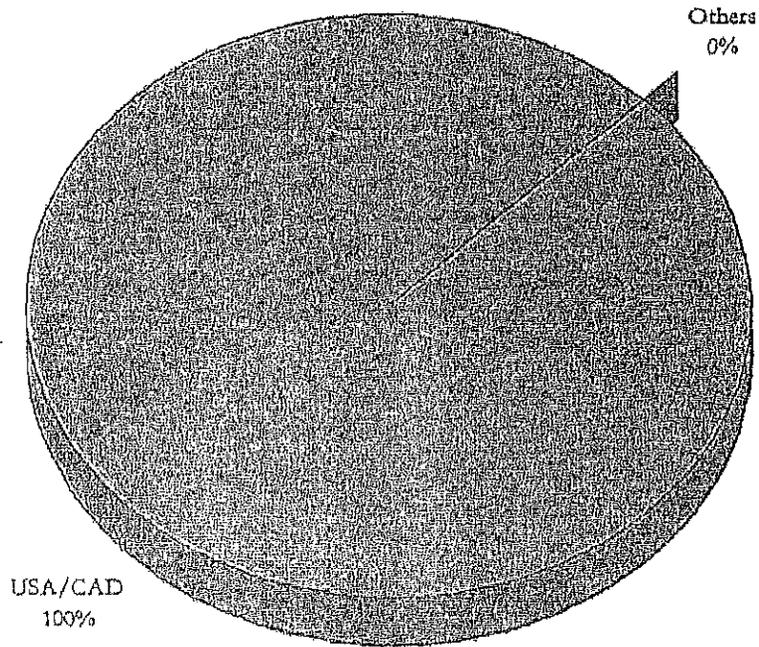
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Current Geographical Exposure



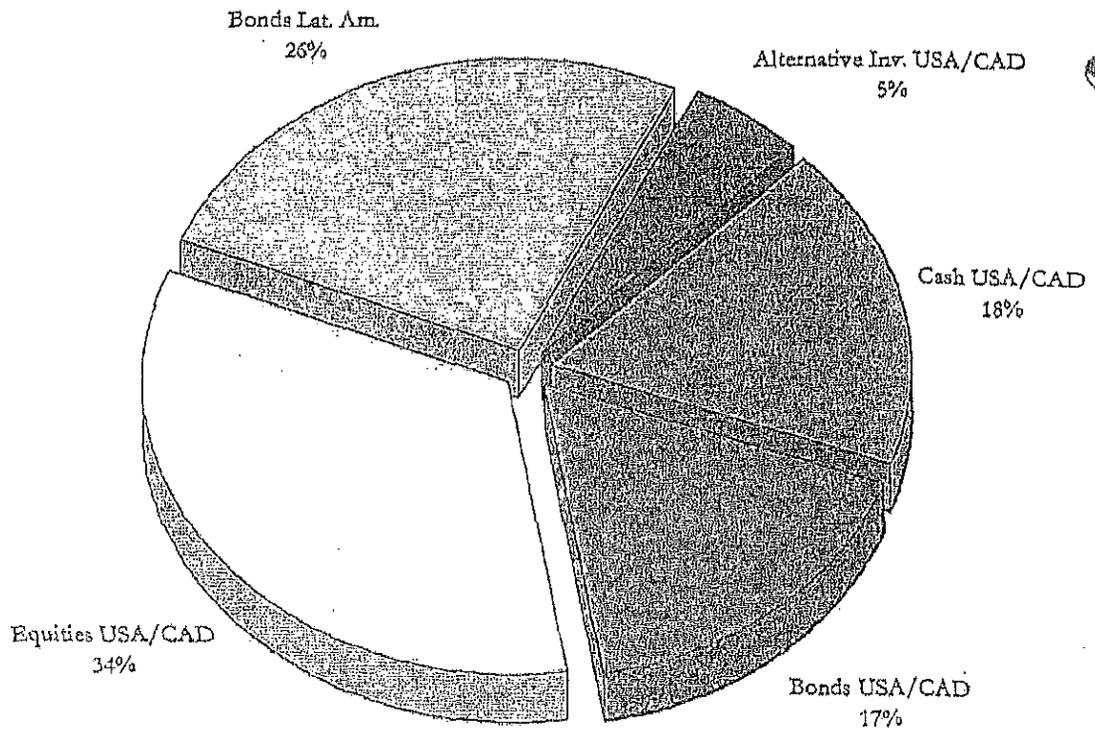
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Proposed Geographical Exposure



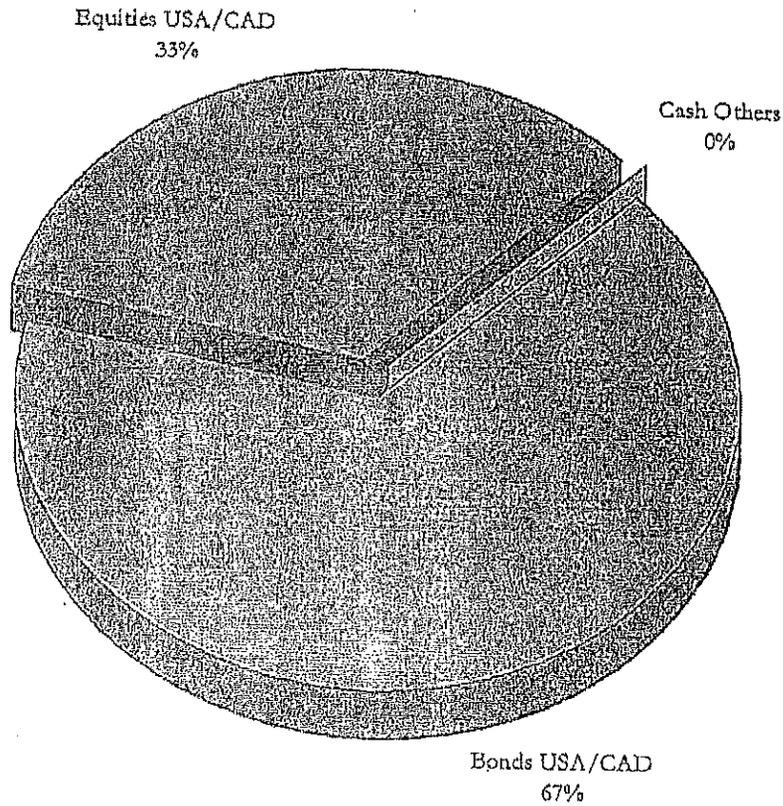
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Current Distribution of Assets by Region



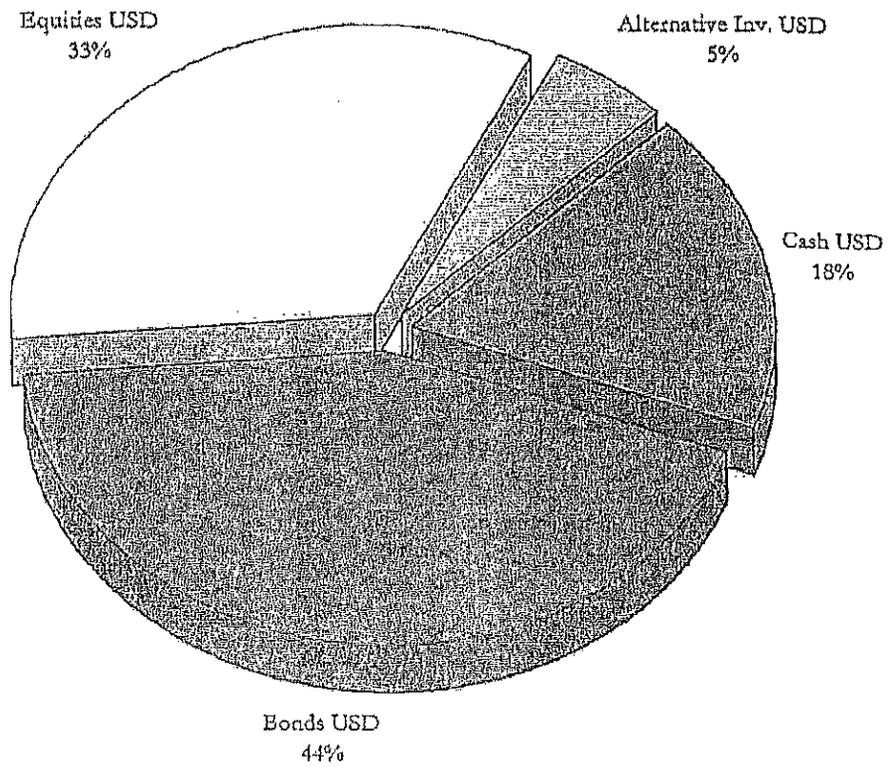
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Proposed Distribution of Assets by Region

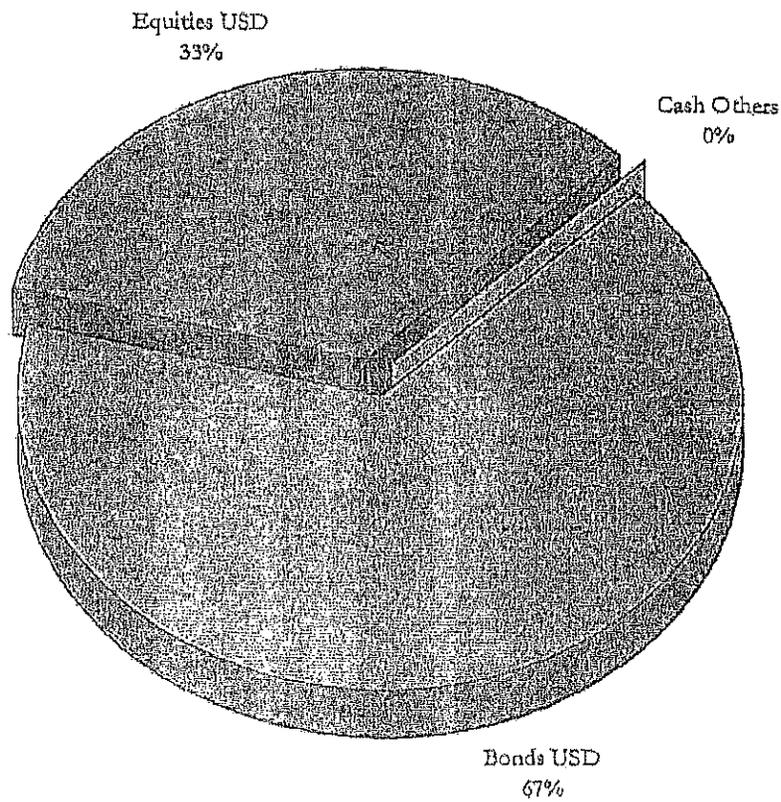


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Current Distribution of Assets by Currency



Proposed Distribution of Assets by Currency



TB000656

Current Investment Portfolio

Recommended Products	% of Assets	Investable Amount USD
Cash	44.21%	2,119,900.96
Latin Money Mkt L	29.77%	1,427,550.81
Deposits USD	0.10%	4,557.30
WF US Liq.	14.34%	687,792.85
Bonds	17.03%	816,500.63
Sign. US Mod FL	17.03%	816,500.63
Risk Reducers	5.28%	253,195.71
Market Neutral A	5.28%	253,195.71 →
Equities	33.48%	1,605,686.03
Sign. WS&P US	33.48%	1,605,686.03
Total	100.00%	4,795,283.33

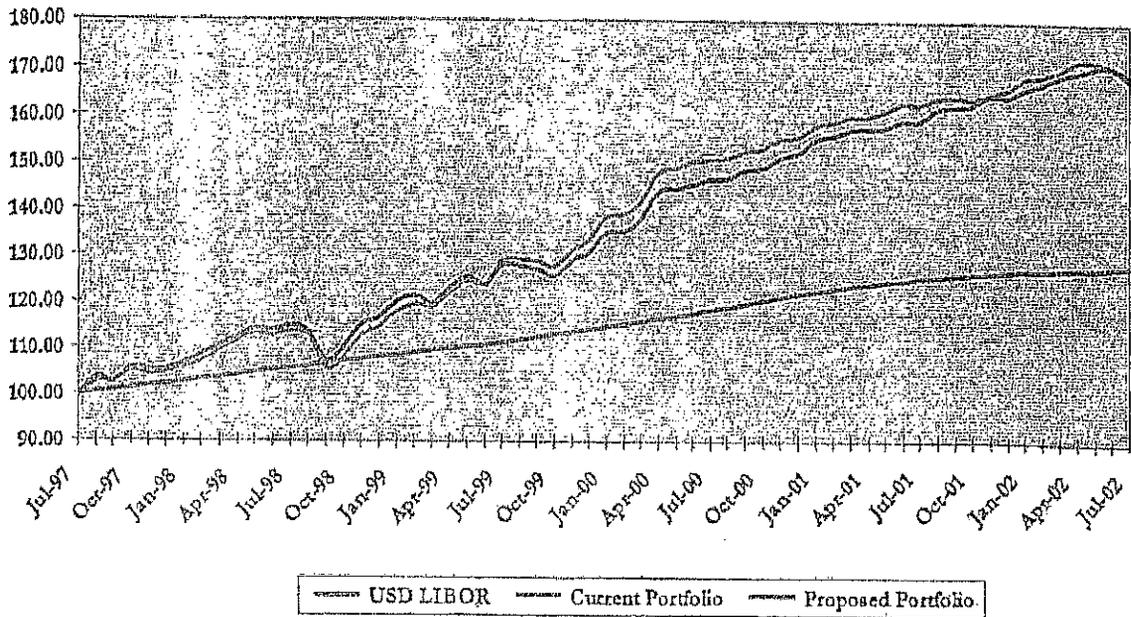
Proposed Investment Portfolio

These are the American Express Bank private banking products that we recommend, as well as the percentage and the amount in your reference currency we recommend allocating to each product and asset class.

Recommended Products	% of Assets	Investable Amount USD
Cash	0.10%	4,557.30
Deposits USD	0.10%	4,557.30
Bonds	66.42%	3,185,040.00
* Sign. US Bonds	17.03%	816,500.63
US Agencies/FMS	28.54%	1,368,539.37
EM Debt (Mex Corp)	20.85%	1,000,000.00
Equities	33.48%	1,605,686.03
Sign. WS&P US	33.48%	1,605,686.03
Total	100.00%	4,795,283.33

Historical Performance

This chart illustrates how the recommended portfolio would have performed over the period specified in the graph.

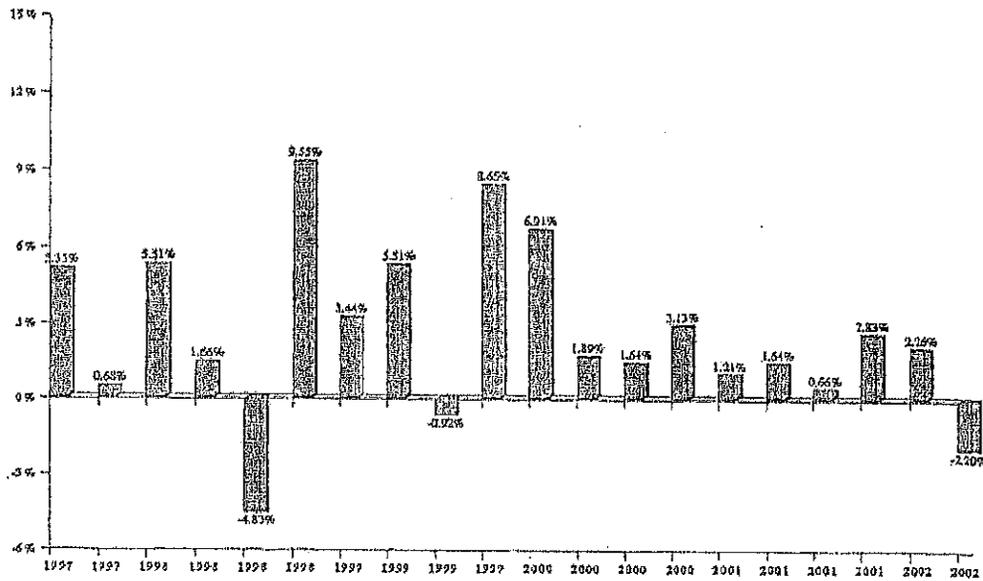


	<u>USD Libor</u>	<u>Current Portfolio</u>	<u>Proposed Portfolio</u>
Return p.a.	5.05%	10.79%	10.92%
Risk		5.61%	5.50%
Sharpe Ratio		102.35%	106.72%
Ending Value	128.35	168.08	169.03
Portfolio currency	USD		
Starting date	Jul-97		

This Chart represents the actual performance of the American Express Bank Investment Products included in the Proposal, where available. Where unavailable (i.e., prior to the inception date of any of the respective Investment Products) the chart uses, as substitutes for actual performance, indices that parallel the investment strategy of these Investment Products. For more information of the inception dates for the Investment Products, please refer to the Appendix.

Current Portfolio Historical Return Analysis

Quarterly Returns

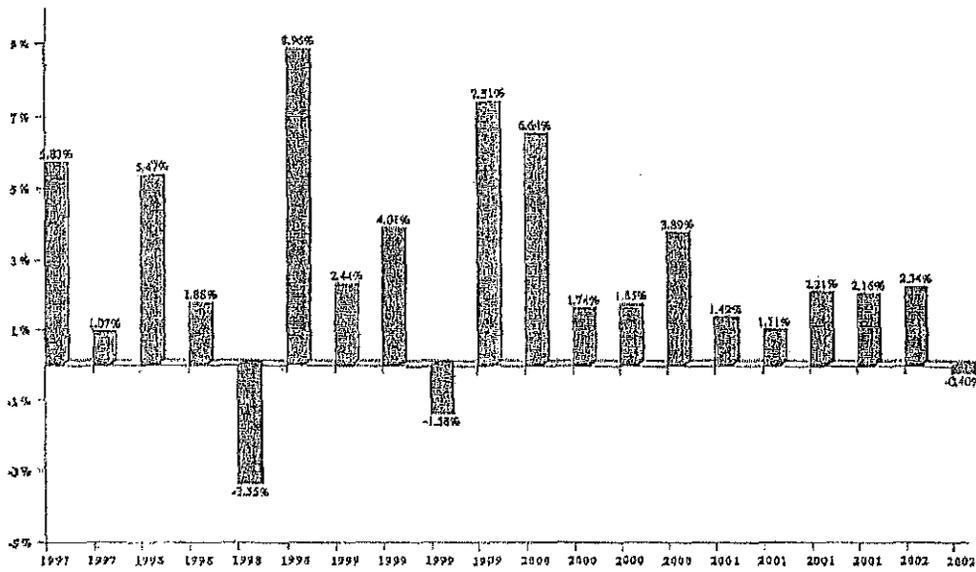


Distribution of Monthly Returns

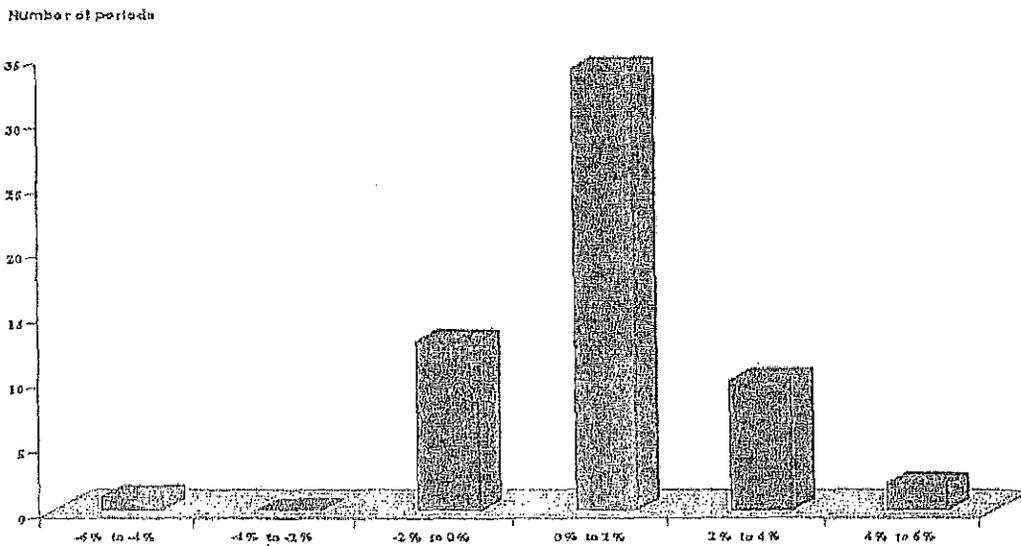


Proposed Portfolio Historical Return Analysis

Quarterly Returns



Distribution of Monthly Returns



TB000661

Current Portfolio Correlation Matrix

	1	2	3	4	5	6
1	1.00	0.16	0.01	0.59	0.60	0.12
2	0.16	1.00	0.25	(0.05)	(0.10)	(0.10)
3	0.01	0.25	1.00	0.61	0.51	0.14
4	0.59	(0.05)	0.61	1.00	0.55	0.17
5	0.60	(0.10)	0.51	0.55	1.00	0.19
6	0.12	(0.10)	0.14	0.17	0.19	1.00

List of Products

- 1 Deposits USD
- 2 Sign. US Mod F.I.
- 3 WF US Liq.
- 4 Latin Money Mkt L
- 5 Market Neutral A
- 6 Sign. WS&P US

Proposed Portfolio Correlation Matrix

	1	2	3	4	5
1	1.00	0.16	0.17	0.16	0.12
2	0.16	1.00	0.98	0.92	(0.10)
3	0.17	0.98	1.00	0.88	(0.11)
4	0.16	0.92	0.88	1.00	(0.05)
5	0.12	(0.10)	(0.11)	(0.05)	1.00

List of Products

- 1 Deposits USD
- 2 Sign. US Mod F.I.
- 3 EM Debt (Mex Corp)
- 4 US Agencies/FMS
- 5 Sign. WS&P US

Appendix

American Express Bank Investment Products – Summary of Inception Dates

Note: For investment products that have been in existence fewer than five years, a relevant benchmark, shown in italics, has been used as a substitute for the performance of the product itself.

Signature Portfolios

U.S. Fixed Income 04/01/95 *Salomon Brothers U.S. Treasury Index (1-10 Years)*
 U.S. Conservative 01/01/95
 Global Fixed Income 01/01/95
 Global Equity 01/01/95

Discretionary Mutual Fund Portfolios

Benchmark used is a fixed blend of Worldfolio Class mutual funds specific to the portfolio risk profile

Conservative 10/1/97
 Moderate 10/1/97
 Moderate European 10/1/97
 Moderate Asian 10/1/97
 Aggressive 10/1/97

American Express Funds--Worldfolio Class

US\$ Liquidity 3/31/93
 Euro Liquidity 3/31/93
 US\$ Short-Term Bonds 3/31/93
 US\$ Long-Term Bonds 4/6/99 *Lehman Corporate/Government Bond Index*
 European Bonds – US\$ referenced 4/6/99 *Salomon EuroBig Index/ Salomon German 3-7 years Government Bond Index (USD)*
 European Bonds – Euro referenced 4/6/99 *Salomon EuroBig Index/ Salomon German 3-7 years Government Bond Index (Euro)*
 Global Bonds – US\$ 4/30/86
 Global Bonds – Euro 4/6/99 *Salomon World Government Bond Index (Euro)*
 Emerging Market Debt 9/30/94
 Global Balanced 4/30/86
 European Balanced – US\$ referenced 4/6/99 *60% MSCI Europe & 40% Salomon European World Government Bond Index*
 European Balanced – Euro referenced 4/6/99 *60% MSCI Europe & 40% Salomon European World Government Bond Index (Euro)*
 World Equities 3/31/93
 US Large Company Equities 5/31/93
 US Aggressive Equities – US\$ referenced 5/31/93
 European Equities – Euro referenced 3/31/93
 European Equities – US\$ referenced 3/31/93
 Japanese Equities 4/6/99 *MSCI Japan*
 New Asia-Pacific 4/6/99 *MSCI A C Pacific (Free) Ex-Japan*

TB000664

CALL REPORT

DATE: 7/30/04

CLIENT/PROSPECT NAME:

Pablo Barbachano - AUM\$5.1MM *CIF 15830, 16707*
Isabel Barbachano - AUM\$ 3.5MM *CIF 16707*
Teresa Barbachano - AUM\$2.8MM *CIF 16704*
Jose Antonio De Anda - AUM\$1MM *CIF 102690*

DATE OF VISIT: 7/18/04

PLACE OF MEETING: Restaurant in Miami

PERSONS PRESENT: Jennifer Sierra

PURPOSE OF MEETING: The undersigned held a dinner with above-mentioned clients while they were in Miami on vacation. It had been a while since the undersigned extended an invitation to the Barbachano family and their husbands/wives, long-time clients of the Bank. Mr. Jose Antonio De Anda was in Miami as well only for the weekend and did not joined joining the group for dinner.

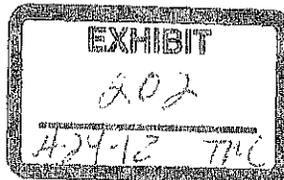
The undersigned wanted to extend the invitation as the Barbachano family, especially Pablo Barbachano, is negotiating the sale of the rest of the films in his library as well as the sale of real estate property. Once the sale is done, funds received from the sale of the films will be distributed amongst the 4 brothers and sisters (Mr. Francisco Barbachano was not present).

CLIENT INFORMATION:

The Barbachano family is doing well. Pablo and his wife recently had a baby boy. The first for Pablo's second wife and the third for him. Isabel and Federico are also doing well. Federico continues working as a high executive fro Grupo Bimbo in Mexico City. Teresa and Hector are happy and doing well. They have been married now for one year + and seem to be doing well.

Pablo Barbachano: Pablo commented to the undersigned that he is in the middle of negotiations to sale property land in Mexico. Proceeds from this sale will be added to the account. He also mentioned that he is seeking a buyer for the films left in his library. In addition, he is purchasing investment property in Miami with a group of investors. They already owned an apartment building in Coconut Grove and are looking to buy a second one.

Mr. Barbachano met earlier in June with Ayria Fiouzi in Mexico City to discuss insurance. He is interested in obtaining life insurance to protect his second wife and children as well in the event that he dies. Pablo confirmed his interest in the insurance, however, he does not think that he is able to do it immediately as he requires liquidity to provide collateral for the financing. He mentioned that as soon as he closes on the sale of the property land he would proceed.



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SCB_T_Barbachano 00000007

Barbachano, 2...

Isabel Barbachano: Isabel and Federico are doing very well. Federico works as a high executive for Grupo Bimbo and he is doing extremely well. Federico manages the investments for Isabel and controls distributions in the account. He is happy with the asset allocation in the portfolio and does not wish to make immediate changes. They do not have a high spending pattern.

Teresa Barbachano: Teresa is still in the process of learning the investment management of her account. Hector, her husband, is helping her with the information and decisions although he is not an authorized signatory in the account. They recently came back from a vacation in Asia, which they commented was great. We are not making any further changes in the portfolio since the ones implemented earlier this year when our Investment Specialist met with them in January jointly with the undersigned.

Jose Antonio De Anda: He was in Miami for a short visit since he had a court appearance to make. Mr. De Anda was charged with public disorderly conduct back in March while on vacation with his wife and other friend couple in Miami Beach. He claims he was unjustly charged and hired a lawyer to represent him in the case. The case will probably be dismissed and charges dropped, according to the lawyer, as there is no evidence other than an overzealous police force in South Beach. Of course, Mr. De Anda is concerned and worried about his name and any problem that this may cause for him. Mr. Jose Antonio De Anda can be a good source of referral as he is a prominent Tax Accountant in Mexico.

INVESTMENTS:

All portfolios are fully invested and changes are made at this time.

FOLLOW-UP:

Continue frequent contact with the Barbachano family as well as Mr. Jose Antonio De Anda.

RM NAME: Jennifer Sierra

SIGNATURE



CIF# 16704

CALL REPORT

DATE: 2/24/06

CLIENT/PROSPECT NAME: Teresa Barbachano and Hector Velazquez
DATE OF VISIT: 2/17/06

PLACE OF MEETING: Miami Office

PERSONS PRESENT: Jennifer Sierra and John Dutkowski

PURPOSE OF MEETING: Client visited the office for an Investment Presentation on the portfolio and the addition of assets transferred recently. After the meeting, the undersigned invited the clients for lunch.

CLIENT INFORMATION:

Mrs. Barbachano decided at the end of 2005 to transfer back to AEBI her portfolio held at UBS. She had split her portfolio 50/50 back in 2002. However, she has been unhappy for sometime with the management and performance of the portfolio at UBS.

The transfer was completed in February (we still have one position to be received).

INVESTMENTS:

Mrs. Barbachano and her husband were very happy with the 2005 portfolio results. The Investment Presentation included addition to existing positions already held in the portfolio and one new product - Global Emerging Short-Term Bond Fund. Clients agreed to sell the positions received from UBS and invest said funds according to the presentation.

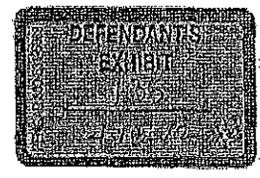
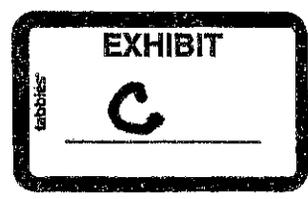
Clients were very unhappy to learn the final balance received from UBS as they had different expected amounts. They will discuss the differences with the RM which managed that account.

FOLLOW-UP:

Process all the changes to the portfolio as agreed upon.

RM NAME: Jennifer Sierra

SIGNATURE 



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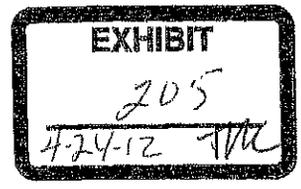
A Proposal For Teresa Barbachano

Prepared By Jennifer Sierra
Tel: (305) 530-2558
Presented On February 2006



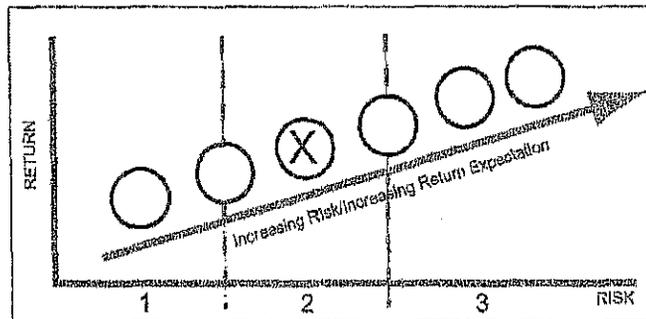
American Express Private Bank is a global marketing name used by American Express Bank Ltd. (a subsidiary of American Express Company) and its subsidiaries.

TB000691



Investment Objectives

We begin with a thorough assessment of your needs and goals, as determined through American Express Private Bank's proprietary evaluation process. Investments are selected with the goal of maximizing return and minimizing risk in accordance with each investor's risk profile and time horizon.



1. **Conservative** – More concerned with preserving capital than maximizing capital gains. Can tolerate infrequent, very moderate negative returns.
2. **Moderate** – Seeks higher returns and, consequently, is able to tolerate several quarters of negative returns through difficult phases of a market cycle.
3. **Aggressive** – Seeks maximum capital gains, and is able to tolerate more than one year of negative returns in exchange for the highest potential returns.



Your Objectives

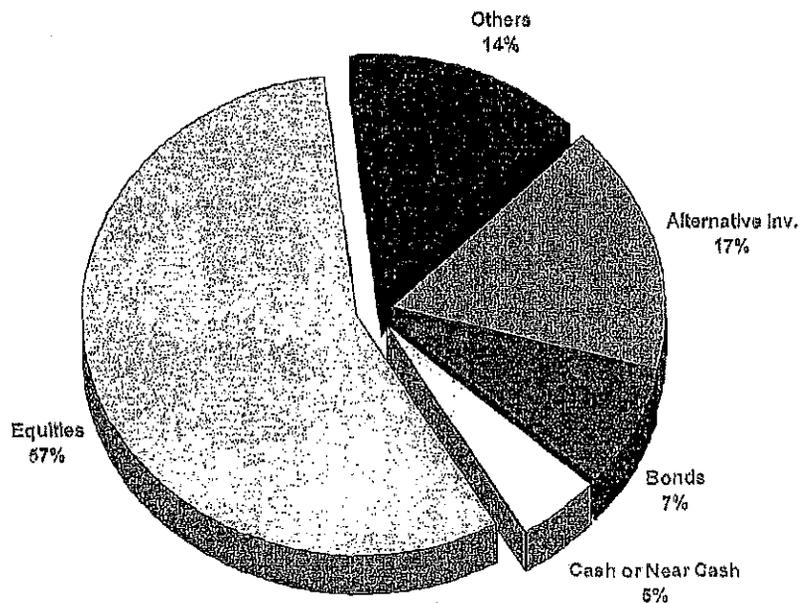
Based on your responses to the Investment Questionnaire and our discussions, the information below is our understanding of your needs. We invite you to tell us what items you would like to discuss further and clarify.

Investment Objective:	Moderate Growth
Risk Tolerance:	Moderate
Time Horizon:	7 Years
Reference Currency:	US Dollars
Booking Location:	Geneva



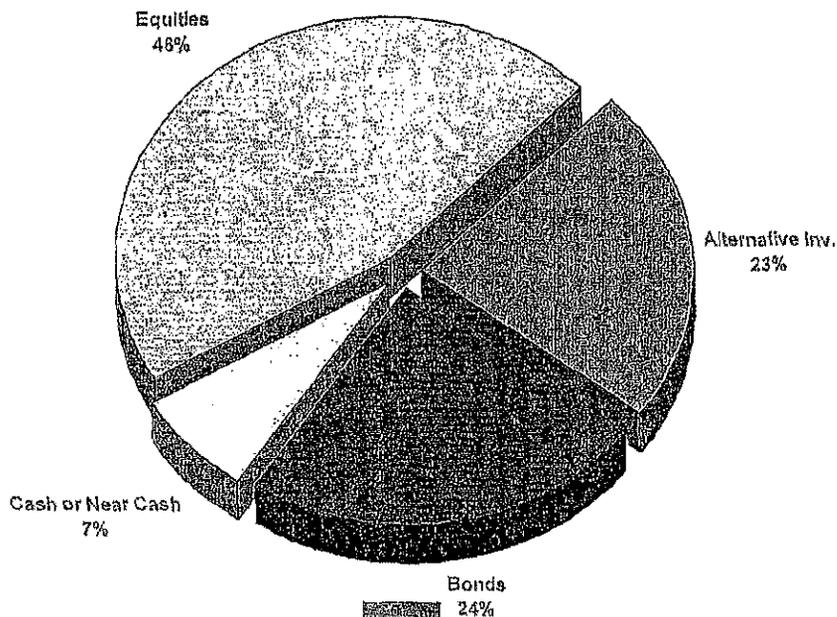
Current Asset Allocation

The pie chart below illustrates your current asset allocation.



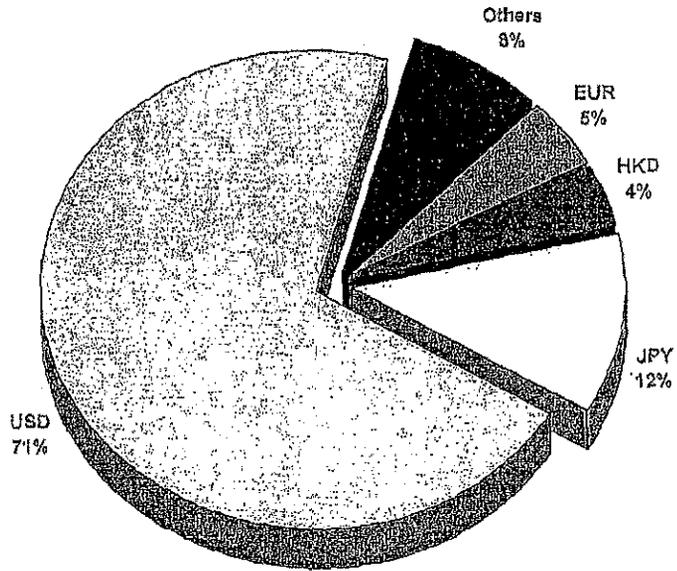
Proposed Asset Allocation

We propose to invest your financial assets in a global portfolio that will diversify your investment risk between asset classes and markets. The objective of this proposal is to develop for you a US-based portfolio coherent with a moderate tolerance for investment risk. It is designed to be held for the long term and has exposure to equities which, historically, have outperformed cash and bonds. Alternative Investments are recommended to enhance the asset allocation risk/reward ratio and limit the downside volatility of your portfolio.



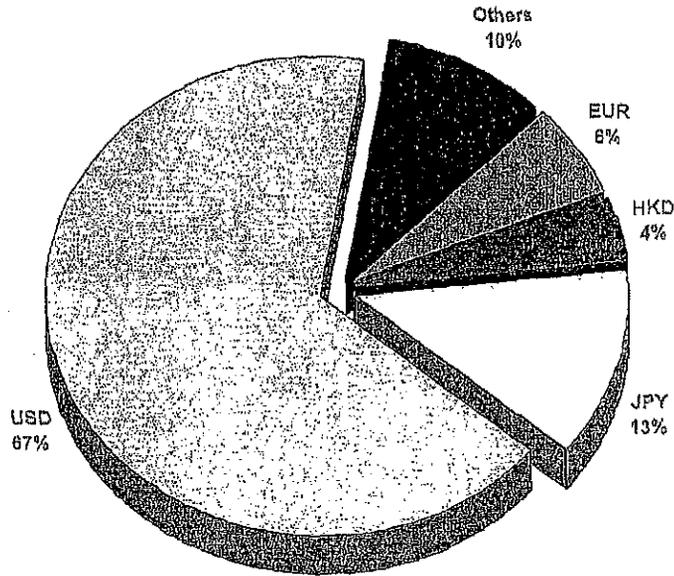
Current Exposure By Currency

Based on our understanding, the pie chart below illustrates your current exposure by currency.



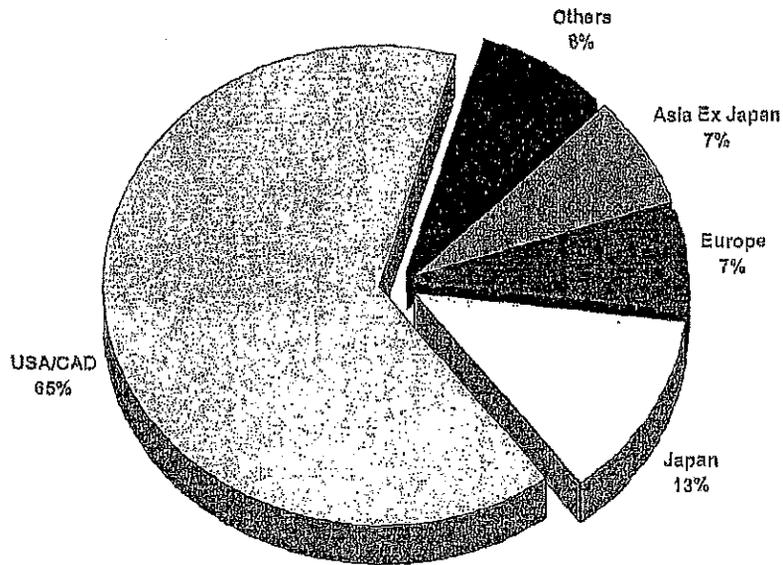
Proposed Exposure By Currency

We propose to re-allocate your assets across the currencies illustrated below.



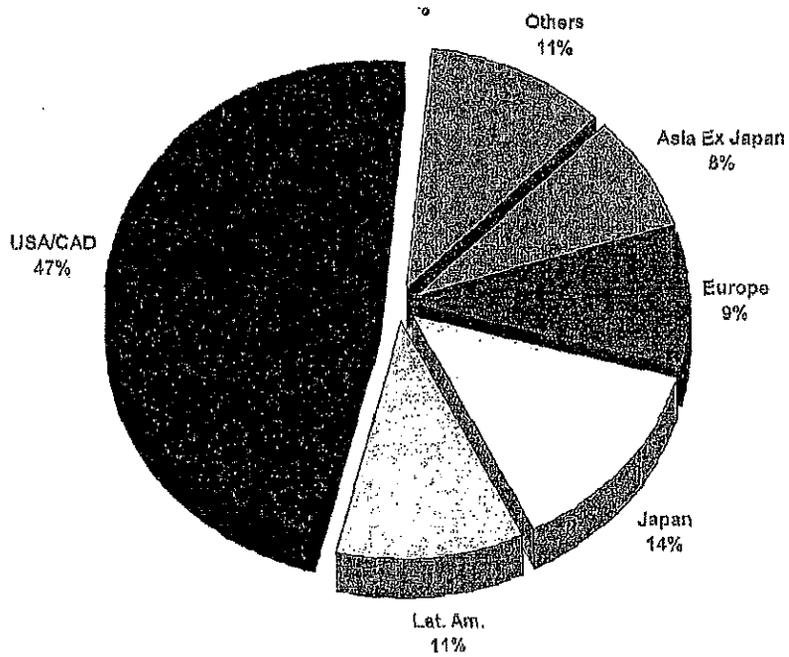
Current Geographic Exposure

Based on our discussions, the pie chart below illustrates your current geographic exposure.



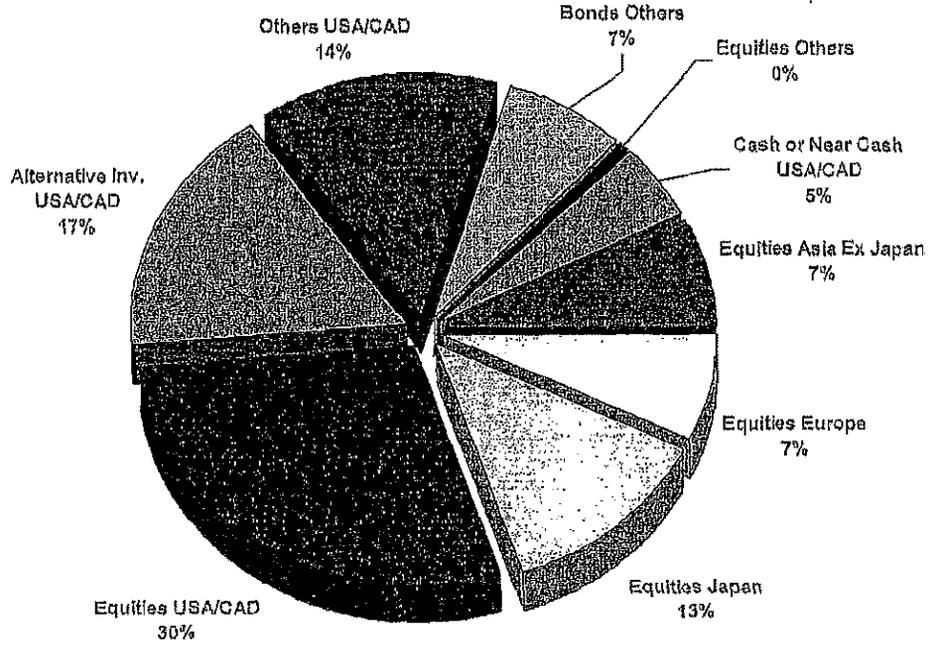
Proposed Geographic Exposure

After a careful analysis of your goals, we propose the geographic allocation illustrated below.



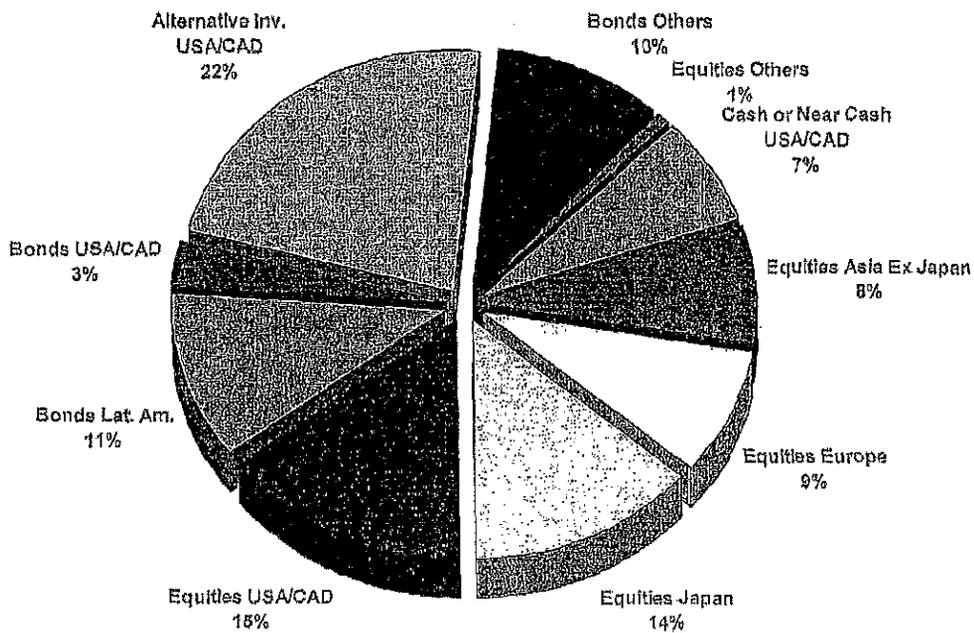
Current Distribution Of Assets By Region

Based on our discussions, this pie chart illustrates the distribution of assets by region that you currently hold.



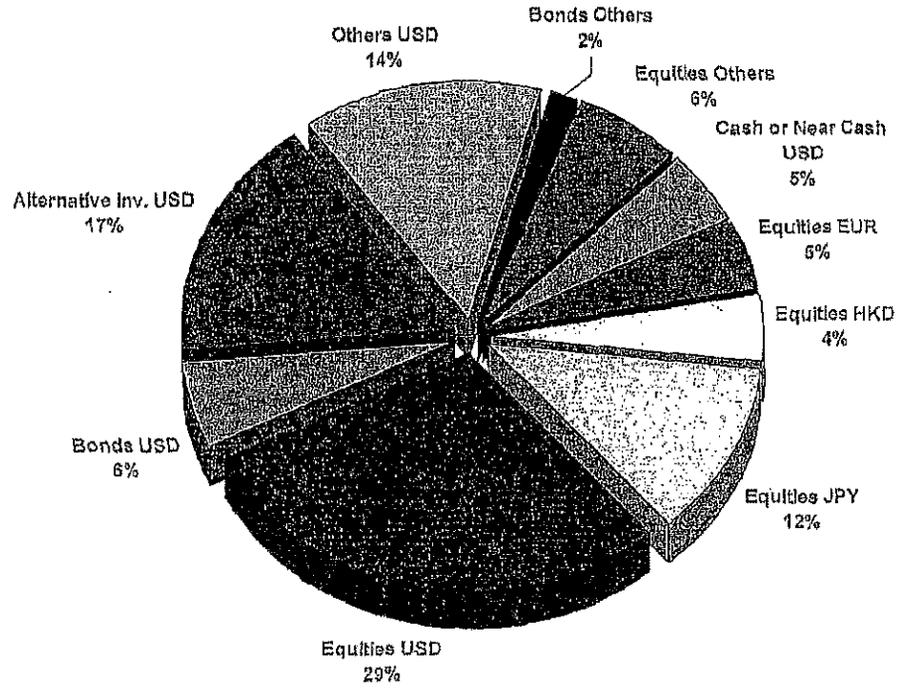
Proposed Distribution Of Assets By Region

We recommend allocating your assets to reflect the distribution below.



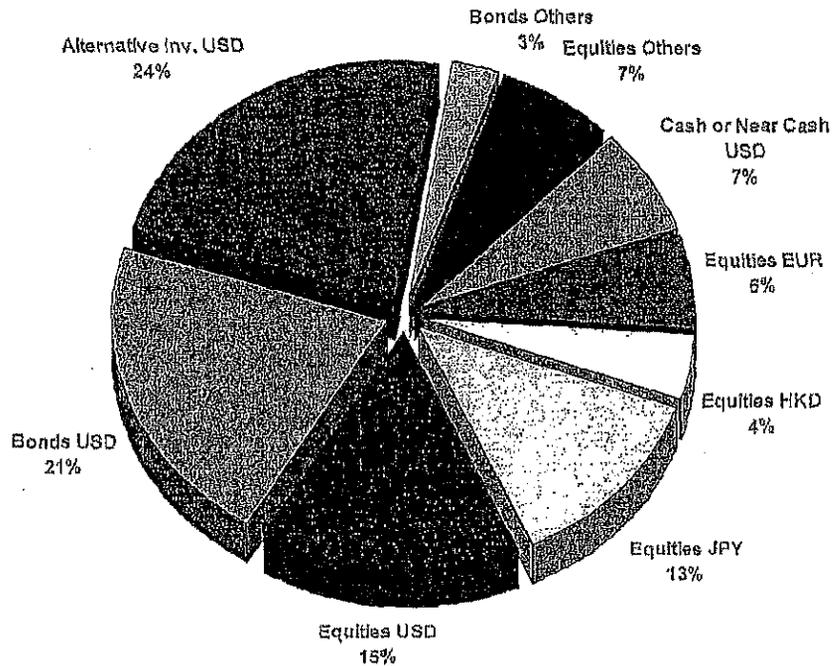
Current Distribution Of Assets By Currency

Currently, the assets in your portfolio are distributed according to the illustration below.



Proposed Distribution Of Assets By Currency

To achieve your goals, we propose to re-allocate your assets across currencies according to the illustration below.



Current Investment Portfolio

In addition to our discussions, we've based our analysis and recommendations on the information you provided below.

Products	% Assets	Investable Amount (USD)
Cash or Near Cash	0.96%	47,266
Money Market	0.96%	47,266
Global Products	11.19%	552,871
DP Trad Global Mod	11.19%	552,871
Risk Reducers	14.64%	723,043
Fairfield Sentry	8.69%	430,284
Global MN Cons FoF	5.74%	283,759
Equities	52.25%	2,580,686
Sig Global Eq	36.26%	1,790,860
Nordea I NA Value	15.99%	789,826

Products	% Assets	Investable Amount (USD)
Yield Enhancers	20.97%	1,035,685
AEF Emer Mkt Debt	4.69%	231,712
Permal FX Fin & Futures	2.11%	104,033
Structured Products	14.17%	699,940
Total	100.00%	4,939,561



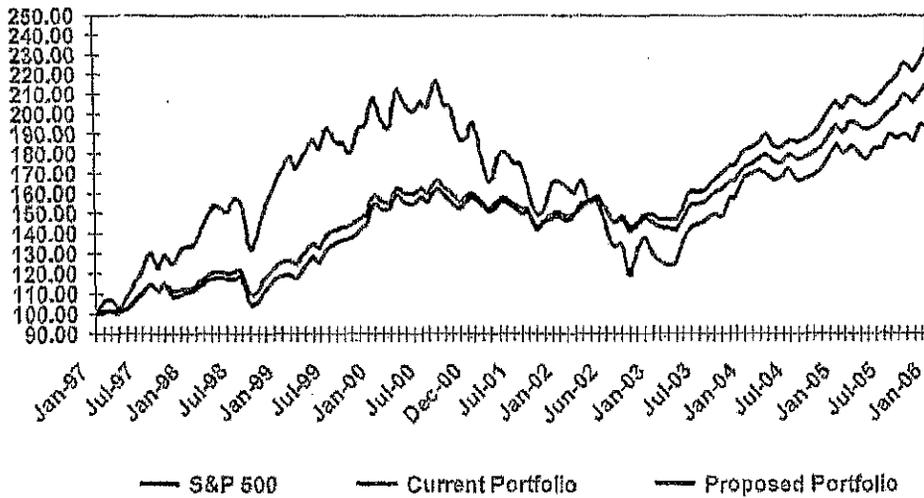
Proposed Investment Portfolio

Here's our recommendation including the products, investment percentages, and the amount in your reference currency we propose to allocate to each product and asset class.

Recommended Products	% Assets	Investable Amount (USD)	Recommended Products	% Assets	Investable Amount (USD)
Cash or Near Cash	0.52%	25,648	Equities	36.26%	1,790,860
Money Market	0.52%	25,648	Sig Global Eq	36.26%	1,790,860
Bonds	10.12%	500,000	Yield Enhancers	18.22%	900,000
Glo Emerg Mkt S-Term Bonds	10.12%	500,000	AEF Emer Mkt Debt	10.12%	500,000
Global Products	20.24%	1,000,000	Parnal FX Fin & Futures	3.10%	400,000
DP Trad Global Mod	20.24%	1,000,000	Total	100.00%	4,939,561
Risk Reducers	14.64%	723,043			
Fairfield Sentry	8.89%	439,284			
Global MN Cons FoF	5.74%	283,759			



Historical Performance



	S&P 500	Current Portfolio	Proposed Portfolio
Return p.a.	7.53%	8.83%	9.73%
Risk	16.07%	8.31%	8.87%
Sharpe Ratio	0.23	0.59	0.66
Ending Value	194.07	216.47	233.40
Portfolio currency	USD		
Starting date	Jan-97		



This chart represents the actual performance of the American Express Bank investment products included in the proposal, where available. Where unavailable (i.e., prior to the inception date of any of the respective investment products) the chart uses, as a basis for actual performance, indices that parallel the investment strategy of these investment products. For a listing of the inception dates for the investment products and information on indices used, please refer to the Appendix. Past performance does not guarantee future performance.

Current Investment Portfolio

In addition to our discussions, we've based our analysis and recommendations on the information you provided below.

Products	% Assets	Investable Amount (USD)	Products	% Assets	Investable Amount (USD)
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Risk Reducers	14.84%	723,043	Total	100.00%	4,939,551
Fairfield Sentry	8.89%	438,284			
Global MN Cons FoF	5.74%	283,759			
Equities	52.25%	2,580,686			
Sig Global Eq	36.28%	1,790,860			
Nordea I NA Value	15.99%	789,826			



American Express Investment

Proposed Investment Portfolio

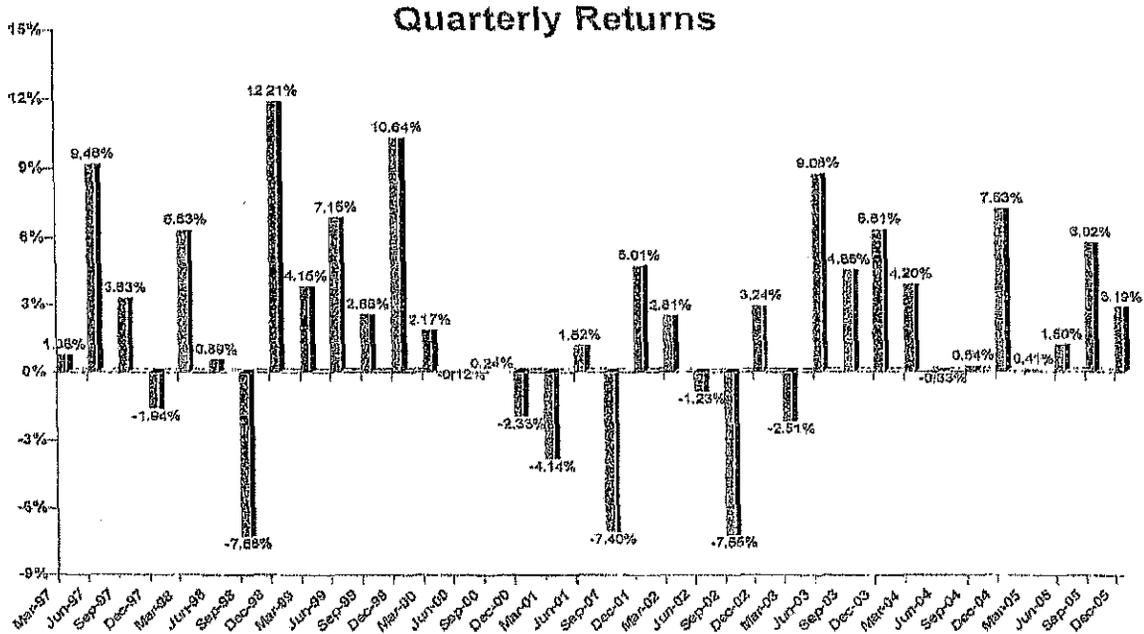
Here's our recommendation including the products, investment percentages, and the amount in your reference currency we propose to allocate to each product and asset class.

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Global Products	20.24%	1,000,000	Permal FX Fin & Futures	8.10%	400,000
DP Trad Global Mod	20.24%	1,000,000	Total	100.00%	4,939,561
Risk Reducers	14.64%	723,043			
Fairfield Sentry	8.89%	439,284			
Global MN Cons FoF	5.74%	283,739			



Please refer to Appendix I at the end of this proposal for information on the inception dates of products included in the portfolio as well as the use of benchmark data prior to these inception dates in the performance char

Current Portfolio Historical Return Analysis



Past performance is not an indicator of future performance.

TB000709

Current Portfolio Historical Return Analysis

Distribution of Monthly Returns

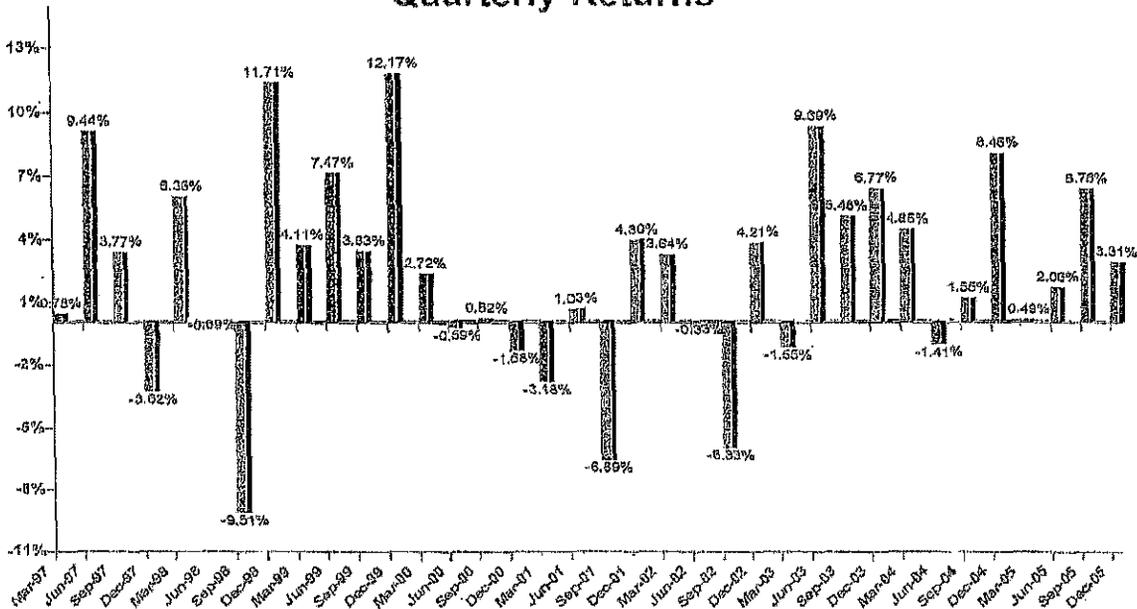


Past performance is not an indicator of future performance.

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Proposed Portfolio Historical Return Analysis

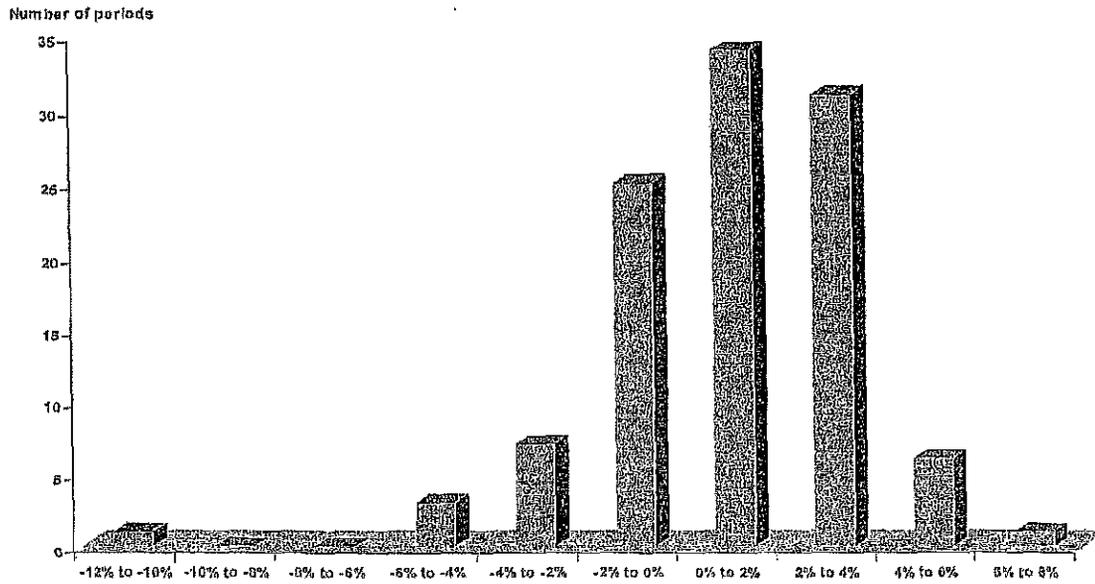
Quarterly Returns



Please refer to Appendix I at the end of this proposal for information on the inception dates of products included in the portfolio as well as the use of benchmark data prior to these inception dates in the performance charts.
TB000711

Proposed Portfolio Historical Return Analysis

Distribution of Monthly Returns



Current Portfolio Correlation Matrix

	1	2	3	4	5	6
1 Sig Global Eq	1.00	0.82	0.49	0.11	0.15	0.25
2 DP Trad Global Mod	0.82	1.00	0.54	0.08	0.16	0.36
3 AEF Emer Mkt Debt	0.49	0.54	1.00	0.04	0.14	0.25
4 Fairfield Sentry	0.11	0.08	0.04	1.00	0.15	(0.03)
5 Global MN Cons FoF	0.15	0.16	0.14	0.15	1.00	0.32
6 Permal FX Fin & Futures	0.25	0.36	0.25	(0.03)	0.32	1.00



Proposed Portfolio Correlation Matrix

	1	2	3	4	5	6	7
1 Sig Global Eq	1.00	0.82	0.49	0.11	0.15	0.25	0.38
2 DP Trad Global Mod	0.82	1.00	0.54	0.08	0.16	0.36	0.39
3 AEF Emer. Mkt Debt	0.49	0.54	1.00	0.04	0.14	0.25	0.80
4 Fairfield Sentry	0.11	0.08	0.04	1.00	0.15	(0.03)	0.12
5 Global MN Cons FoF	0.15	0.16	0.14	0.15	1.00	0.32	0.09
6 Permal FX Fin & Futures	0.25	0.36	0.25	(0.03)	0.32	1.00	0.22
7 Glo Emerg Mkt S-Term Bo	0.38	0.39	0.80	0.12	0.09	0.22	1.00



CALL REPORT

DATE: 3/5/08

CLIENT/PROSPECT NAME: Teresa Barbachano and Hector Velazquez
DATE OF VISIT: 2/28/08

PLACE OF MEETING: Restaurant in Mexico City

PERSONS PRESENT: Jennifer Sierra, Carla Borelly and John Dutkowski

PURPOSE OF MEETING: To review portfolio after changes were made/decided in January. Discuss market expectations and loan facilities.

CLIENT INFORMATION: Teresa Barbachano is in the process of dividing the assets inherited from her parents amongst her brothers and sister. A large percentage of the assets inherited involve real estate properties located in Acapulco, Merida and Mexico City. At this time, they are each deciding which property to keep and purchase the interest in the property from their brothers and sister. Teresa commented that the one property she is negotiating to keep will cost her \$1MM. She plans to finance the purchase with a loan from our Institution collateralized by her investments held with us as well. She will contact the undersigned sometime in March/April to request the loan. In the meantime we are preparing the documentation and the line of credit to have everything ready.

During this meeting we took the opportunity for her and her husband to sign the new Platinum Card application as they have the domestic card. We discussed the possibility of obtaining the Centurion Card which we will explore later on.

After reviewing the client's background information in the client file, there are no significant changes with regard to the client's source of wealth information.

INVESTMENTS:

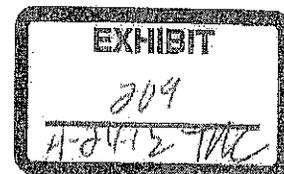
The IS provided a summary of the markets, positive and negatives, and realistic market expectations. The changes agreed on in January have not settled in the portfolio so we must wait until beginning of April to analyze the impact of such changes. Neither one of the clients were nervous, however, they reminded us to be cautious in the event thing turned worse instead of better.

FOLLOW-UP:

Meet with clients again in April/May 2008.

RM NAME: Jennifer Sierra

SIGNATURE



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Asset Allocation analysis:

June 2006:

Position	Type	Amount	Cash	Bonds	Equities	Alt
Cash	Cash	1,336,066	1,336,066			
Calyon Fin Products (Guernsey) Ltd	Bonds	202,219		202,219		
Amer Express Emerging Mkt Debt	MF	70,357		70,357		
Amer Express GL EM Mkt Short TM Bonds	MF	319,456		319,456		
Signature Portfolios - Global Equities	Portfolio	1,744,723			1,744,723	
Discretionary Traditional Global Moderate	Portfolio	969,984		387,994	581,990	
Amer Express Alt Inv Fund - Global Mkt Neutral	Alt	295,378				295,378
Permal FX Financials & Futures Ltd	Alt	404,377				404,377
Fairfield Sentry Ltd	Alt	454,010				454,010
Totals		5,796,572	1,336,066	980,027	2,326,714	1,153,766
Asset Allocation percentages - June 2006			23%	17%	40%	20%
			40%	60%		

June 2008:

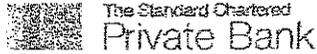
Position	Type	Amount	Cash	Bonds	Equities	Alt
Cash	Cash	25,215	25,215			
Amer Express GL EM Mkt Absolute Return	MF	148,752		74,376	74,376	
Signature Portfolios - Global Equities	Portfolio	2,705,216			2,705,216	
Discretionary Dynamic Global Asset Allocation	Portfolio	411,322	4,113	111,057	275,586	20,566
Discretionary Traditional Global Moderate	Portfolio	1,271,677		508,671	763,006	
Permal Fixed Income Holdings	Alt	279,686				279,686
Permal FX Financials & Futures Ltd	Alt	482,860				482,860
Fairfield Sentry Ltd	Alt	983,300				983,300
Totals		6,308,028	29,329	694,104	3,818,184	1,766,412
Asset Allocation percentages - June 2008			0%	11%	61%	28%
			11%	89%		

September 2009:

Position	Type	Amount	Cash	Bonds	Equities	Alt
Cash	Cash	510,359	510,359			
Amer Express GL EM Mkt Absolute Return	MF	5,269		2,635	2,635	
Signature Portfolios - Global Equities	Portfolio	2,395,803			2,395,803	
Signature Portfolios - US Multi Sector Fixed Inc	Portfolio	1,076,899		1,076,899		
Discretionary Dynamic Global Asset Allocation	Portfolio	636,430	6,364	146,379	483,687	
Totals		4,624,760	516,724	1,225,913	2,882,124	0
Asset Allocation percentages - September 2009			11%	27%	62%	0%
			38%	62%		

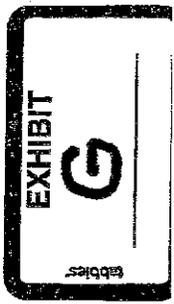
EXHIBIT

F



Standard Chartered Bank (Switzerland) SA

50, rue du Rhône
P.O. Box 3072
CH-1211 Geneva 3



CASH	11%
Eq.	66%
FI	23%
	<hr/>
	100%

Investing for a Better Future

We are pleased to announce that we have launched Investing for a Better Future, our innovative philanthropy programme. We believe that with wealth comes responsibility and together with our clients we want our individual actions to make a collective difference. If you would like to learn more about how we can assist you in providing opportunities to fulfil your philanthropic aspirations, please speak to your Relationship Manager.

23295
SEND-SEND-MONTHLY

Statement of Accounts

Statement Date: 30 September 2009

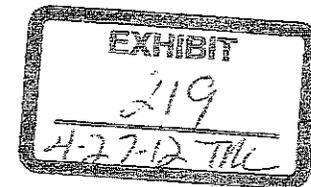
Client Number-Portfolio: 4652-1

Reference Currency: US DOLLAR

Relationship Manager: SIERRA, JENNIFER

Standard Chartered Bank (Switzerland) SA is authorised and supervised by the Swiss Federal Banking Commission.

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Handwritten notes on the right margin, including "4-27-12" and "TML".



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Page 2
 Statement Date: 30 September 2009
 Reference Currency: US DOLLAR
 Client Number-Portfolio: 4852-1

CONSOLIDATED INVESTMENT SUMMARY
 (US DOLLAR EQUIVALENT)

Assets	This Statement	Last Statement
Client Number-Portfolio: 4852-1	30 SEP 09	31 AUG 09
Total Assets	4,824,760.36	4,456,573.29
Approximate Borrowing Power	4,624,760.36	4,456,573.29
	2,898,148.63	2,798,949.83
Liabilities (excluding Overdrafts)	This Statement	Last Statement
	30 SEP 09	31 AUG 09
Loans	0.00	0.00
Letters of Credit & Guarantees	2,500,000.00	2,500,000.00
Other Liabilities	0.00	0.00
Total Liabilities	2,500,000.00	2,500,000.00
Net Position	2,124,759.36	1,956,573.29

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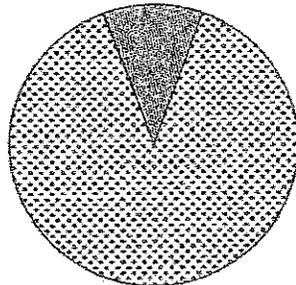
Page 3
Statement Date: 30 September 2009
Reference Currency: US DOLLAR

Client Number-Portfolio: 4652-1

SUMMARY OF INVESTMENT POSITIONS
(US DOLLAR EQUIVALENT)

Portfolio Value
as of 30 SEP 09
USD 4,624,760.36

INVESTMENT ALLOCATION



	% of Portfolio	Current Value 30 SEP 09	Value Last Statement 31 AUG 09
Cash Accounts	11.04	510,359.47	510,479.98
Short-Term Investments			
Bonds			
Mutual Funds	0.11	5,269.11	5,058.89
Equities			
Portfolio Investments	88.85	4,109,131.78	3,941,034.42
Alternative Investments			
Other Investments			

11% Cash

*65% EQ
23% FI*

100%

TOTAL 100.00 4,624,760.36 4,456,573.29

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Statement Date: 30 September 2009
Reference Currency: US DOLLAR

Client Number-Portfolio: 4652-1

SUMMARY OF INVESTMENT POSITIONS BY CURRENCY
(US DOLLAR EQUIVALENT)

Currency	Cash Accounts	Short-Term Investments	Bonds	Mutual Funds	Equities	Portfolio & Alternative Investments	Other Investments	Total Assets	%	Liabilities	%
USD	510,359.47			5,269.11		4,109,131.78		4,624,760.36	100.00	2,500,000.00	100.00
Total	510,359.47			5,269.11		4,109,131.78		4,624,760.36	100.00	2,500,000.00	100.00

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Statement Date: 30 September 2009
Reference Currency: US DOLLAR

Client Number-Portfolio: 4652-1

INVESTMENT POSITIONS

Cash Accounts

Currency	Balance	Description	Account Number	Reference Currency	%
USD	510,359.47	DEMAND NIB ACCOUNT	000122637	USD	11.04
Total Cash Accounts:				510,359.47 USD	11.04

Mutual Funds

Currency	Quantity	Description	Average Purchase Price	Price As of Date	Valuation	Reference Currency	%
USD	456.991	WORLD EXPRESS FUND II GL EMER MKT ABSOLUTE RETURN -W- CAP	19.723	11.530 30 SEP 09	5,269.11 USD	USD	0.11
Total Balanced Funds						5,269.11 USD	0.11
Total Mutual Funds						5,269.11 USD	0.11

Securities positions are held by the Bank or a nominee except those shown with a (*) sign which are held in client name by the Issuer or, in the case of Portfolio Investments, are held by the custodian or sub-custodian of such securities positions.
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Statement Date: 30 September 2009
Reference Currency: US DOLLAR

Client Number-Portfolio: 4652-1

Portfolio Investments

Currency	Balance	Description	As of	Valuation	Reference Currency	%
USD	636,429.75	DISCRETIONARY PORTFOLIOS DYNAMIC GLOBAL ASSET ALLOCATION	30 SEP 09	636,429.75 USD	636,429.75 USD	13.76
USD	2,395,802.91	+SIGNATURE PORTFOLIOS GLOBAL EQUITIES	30 SEP 09	2,395,802.91 USD	2,395,802.91 USD	51.80
USD	1,076,899.12	+SIGNATURE PORTFOLIOS US MULTI SECTOR FIXED INCOME	30 SEP 09	1,076,899.12 USD	1,076,899.12 USD	23.29
				Total Portfolio Investments	4,109,131.78 USD	88.85

66%
23%

Alternative Investments

Currency	Balance or Quantity	Description	Average Purchase Price	Price As of Date	Valuation	Reference Currency	%
USD	741.71	FAIRFIELD SENTRY LTD SHARES	1079.719	30 SEP 09	0.00 USD	0.00 USD	0.00
				Total Alternative Investments	0.00 USD	0.00	
				Total Assets	4,624,750.36 USD	100.00	

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Statement Date: 30 September 2009
Reference Currency: US DOLLAR

Client Number-Portfolio: 4652-1

Liabilities

Currency	Balance	Description	Reference Number	Reference Currency	%
USD	2,500,000.00	GUARANTEE Maturity Date 04 DEC 2009	MD0235302024	2,500,000.00 USD	100.00
			Total Letter of Credit & Guarantees	2,500,000.00 USD	100.00
			Total Liabilities	2,500,000.00 USD	100.00

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Client Number-Portfolio: 4652-1

SECURITIES ACCOUNT ACTIVITY

Transaction	Trade Date	Nominal	Description	Currency	Transaction Price	Cost/ Proceeds
No transactions reported						

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Statement Date: 30 September 2009
Reference Currency: US DOLLAR

Client Number-Portfolio: 4652-1

ACCOUNT STATEMENT
122637 USD DEMAND NIB

01 September 09 - 30 September 09

Date	Description	Value Date	Debit	Credit	Balance
	Initial Balance				510,479.98
30 SEP 2009	MAINTENANCE CHARGE	01 OCT 2009	120.51		510,359.47
	Closing Balance				510,359.47

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