

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

In re	x	
	:	Chapter 11
MF GLOBAL HOLDINGS LTD., et al.,	:	
	:	Case Nos. 11-15059, 11-15058, 12-
Debtors. ¹	:	10863 (MG) (jointly administered
	:	under Case No. 11-15059)
MF GLOBAL HOLDINGS LTD., as Plan	x	
Administrator,	:	
	:	Adv. Proc. No. 19-01379 (MG)
Plaintiff,	:	
vs.	:	
	:	
WILLIAM K. HARRINGTON, in his official	:	
capacity as United States Trustee for Region 2;	:	
TARA TWOMEY, in her official capacity as	:	
Director of the United States Trustee Program;	:	
and the UNITED STATES TRUSTEE	:	
PROGRAM,	:	
	:	
Defendants.	x	

STIPULATION OF DISMISSAL

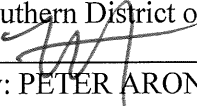
In accordance with the terms of the attached settlement agreement, all parties hereby agree to dismiss, with prejudice as to all parties, the above-captioned adversary proceeding pursuant to Federal Rule of Bankruptcy Procedure 7041(a) and Federal Rule of Civil Procedure 41(a)(1)(ii). Each side will bear its own costs.

¹ The debtors in the above-captioned cases are MF Global Holdings Ltd. (Case No. 11-15059); MF Global Finance USA Inc. (Case No. 11-15058); and MF Global Holdings USA Inc. (Case No. 12-10863). The Court entered an order of final decree closing the chapter 11 cases of MF Global Capital LLC (Case No. 11-15808), MF Global FX Clear LLC (Case No. 11-15810), and MF Global Market Services LLC (Case No. 11-15809) on February 11, 2016. *See* Case No. 11-15059 at D.I. 2201.

Dated: November 6, 2024
New York, New York

Respectfully Submitted,

DAMIAN WILLIAMS
United States Attorney for the
Southern District of New York


By: PETER ARONOFF
Assistant United States Attorney
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*Counsel for Plaintiff MF Global
Holdings Ltd., as Plan Administrator*

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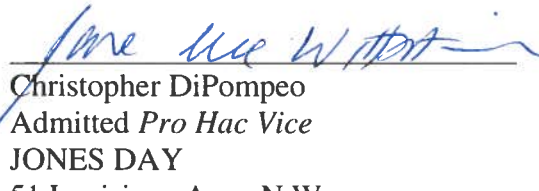
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Director of the United States Trustee Program;	:	
and the UNITED STATES TRUSTEE	:	
PROGRAM,	:	
Defendants.	x	

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is entered into between plaintiff MF Global Holdings Ltd., as Plan Administrator, on behalf of itself and debtors MF Global Holdings Ltd., MF Global Finance USA Inc. and MF Global Holdings USA Inc. (collectively, “plaintiff” or “Debtors”), and defendants William K. Harrington, United States Trustee for Region 2, and Tara Twomey, Director of the United States Trustee Program, on behalf of the United States Trustee Program and the United States of America (collectively, “the United States”). Debtors and the United States are referred to in this Agreement collectively as the “Parties.”

¹ The debtors in the above-captioned cases are MF Global Holdings Ltd. (Case No. 11-15059); MF Global Finance USA Inc. (Case No. 11-15058); and MF Global Holdings USA Inc. (Case No. 12-10863). The Court entered an order of final decree closing the chapter 11 cases of MF Global Capital LLC (Case No. 11-15808), MF Global FX Clear LLC (Case No. 11-15810), and MF Global Market Services LLC (Case No. 11-15809) on February 11, 2016. *See* Case No. 11-15059 at D.I. 2201.

WHEREAS, the Parties are party to the above-captioned adversary proceeding, which concerns challenges raised by Debtors to the constitutionality and/or application of Section 1004 of the Bankruptcy Judgeship Act of 2017 (the “2017 Fee Amendment”) as relevant to the above-captioned jointly administered bankruptcy cases;

WHEREAS, following the bankruptcy court’s ruling granting summary judgment in favor of the United States and denying summary judgment in favor of Debtors, on all counts of the complaint in the above-captioned adversary proceeding, plaintiff appealed, and by order dated September 23, 2021 (Case No. 20-3863, ECF Nos. 100, 102), the United States Court of Appeals for the Second Circuit vacated the bankruptcy court’s judgment and remanded the case for further proceedings in light of its decision in *In re Clinton Nurseries, Inc.*, 998 F.3d 56, 70 (2d Cir. 2021);

WHEREAS, these proceedings have been held in abeyance in light of further proceedings in the Second Circuit in *In re: Clinton Nurseries* and in the Supreme Court, including the Supreme Court’s decisions in *Siegel v. Fitzgerald*, 142 S. Ct. 1770 (2022) and in *United States Trustee v. John Q. Hammons Fall 2006, LLC*, 144 S. Ct. 1588 (2024), which resulted in an order of the United States Supreme Court that vacated the judgment entered pursuant to the amended and reinstated decision of November 10, 2022 in *In re Clinton Nurseries, Inc.*, 53 F.4th 15 (2d Cir. 2022), and which “remanded [that case] to the United States Court of Appeals for the Second Circuit for further consideration in light of *United States Trustee v. John Q. Hammons Fall 2006, LLC*, 144 S. Ct. 1588 (2024),” *Harrington v. Clinton Nurseries, Inc.*, 144 S. Ct. 2675 (2024);

WHEREAS, the Parties now seek to resolve, without further litigation, their current disputes concerning the payment of quarterly fees in the above-captioned jointly administered bankruptcy cases, as set forth below;

NOW, THEREFORE, in consideration for signing this Agreement and the mutual covenants and promises herein contained, Debtors and the United States hereby agree as follows:

1. *Agreement of Parties.* The Parties to this Agreement do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned adversary proceeding under the terms and conditions set forth in this Agreement.

2. *No Admission of Fault or Liability.* This settlement is entered into by the Parties for the purpose of compromising certain disputes between them and avoiding the expenses and risks of further litigation or further administrative or enforcement action with respect to those disputes, and for no other purpose. This Agreement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault by any party, whether on the part of Debtor(s) or on the part of the United States, the United States Trustee, the United States Trustee Program (“USTP”), the U.S. Department of Justice (“DOJ”), any other United States agencies, or any of their respective predecessors, successors, agents, servants, employees, or former employees.

3. *Dismissal of Legal Proceedings.* The Parties hereby agree to pursue the stipulated dismissal with prejudice of the pending above-captioned adversary proceeding (Adv. Proc. No. 19-01379 (MG)). Within seven (7) calendar days after the Effective Date of this Agreement, Debtors (through counsel) shall sign the attached (as Exhibit A) Stipulation of Dismissal and furnish it to counsel for the United States, who thereafter shall countersign the Stipulation and file it with the Bankruptcy Court. The Parties intend and agree that the filing of this Stipulation will ensure dismissal of the above-captioned adversary proceeding and any related appeal/proceeding.

4. *Debtors’ Releases.* Debtors, on behalf of themselves and their respective present and former parents, subsidiaries, affiliates, officers, directors, shareholders, members, managers,

successors, and assigns (collectively, “Debtor Releasers”) hereby release, waive, and forever discharge the United States of America and its agencies and officials, including, but not limited to, DOJ, the United States Trustee and the USTP, and the officials and employees and former officials and employees of those agencies, individually and/or in their official capacities, from any and all claims, actions, suits, allegations, causes of action, duties, obligations, contracts, agreements, promises, requests or demands for damages, refund(s), offset(s), accounting(s), or other sums of money, and liabilities of every kind and nature whatsoever, whether now known or unknown, liquidated or unliquidated, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, whether arising from the United States Constitution or any federal or state statute, law, regulation, policy, program, common law, or equity, which any of such Debtor Releasers ever had, now have, or hereafter can, shall, or may have related to or arising from: (a) the 2017 Fee Amendment, (b) the Consolidated Appropriations Act, Pub. L. No. 116-93 (2019), or (c) the Bankruptcy Administration Improvement Act of 2020, Pub. L. No. 116-325 (2021).

5. *United States’ Releases.* The United States, on behalf of itself, its agencies, and its officials and employees in their official capacities, hereby releases, waives, and forever discharges Debtors and their respective present and former parents (both direct and indirect through one or more intermediaries), subsidiaries, affiliates, employees, officers, directors, shareholders, members, managers, agents, representatives, predecessors, successors and assigns from any liability for further payment of Chapter 11 quarterly fees (including, for avoidance of doubt, any interest, late fees, penalties, or other payments related to the quarterly fees subject to this Agreement) due under 28 U.S.C. § 1930(a)(6) to and through the calendar quarter closing immediately prior to the Effective Date of this Agreement in the above-captioned bankruptcy cases (Case No. 11-15059 (Jointly Administered) (MG); No. 11-15058; and No. 12-10863), *provided that* the United States may retain

all sums that Debtors have already paid to the United States Trustee and that are currently retained by the United States as payment for quarterly fees due in those cases, and *further provided* that nothing in this Agreement shall alter or affect Debtor(s)' statutory obligations to pay quarterly fees for any quarter closing after the Effective Date of this Agreement or in the event that Debtor(s) were to commence a new bankruptcy proceeding.

6. *No Resumption of Litigation or Referral for Collection.* For the avoidance of doubt, and consistent with the mutual releases set forth above, the Parties specifically agree that neither Debtors nor the United States shall seek to reopen the above-captioned adversary proceeding in the bankruptcy court or initiate any similar contested motion, adversary proceeding, or other disputed matter before the bankruptcy court related to the quarterly fees subject to this Agreement. Likewise, the Parties specifically further agree that, as a result of these releases, Debtors shall not commence any action in any court, including the United States Court of Federal Claims, and shall not participate, join, or opt in as a party, amicus curiae, or class member in any action now pending or that may be hereafter filed in any such court, including without limitation *Acadiana Management Group, LLC v. United States*, No. 1:19-cv-496 (Fed. Cl.) and *Johns Manville Corporation v. United States*, No. 1:24-cv-402 (Fed. Cl.), or in any subsequent appellate proceedings, related to the quarterly fees subject to this Agreement. Moreover, the Parties specifically further agree that, as a result of these releases, the United States shall not seek to collect any further quarterly fees (including, for avoidance of doubt, any interest, late fees, penalties, or other payments related to the quarterly fees subject to this Agreement) from Debtors via motion, complaint, invoice, bill, statement, notice, administrative offset, tax refund offset, referral for collection, or otherwise, with respect to the above-captioned jointly administered bankruptcy cases that are or may be due for any calendar quarter ending before the Effective Date of this Agreement.

7. *Fees, Costs, and Expenses.* The Parties agree that neither Party is liable to the other for any attorney's fees, litigation costs, or other expenses of any kind with respect to any of the proceedings that are subject to dismissal under this Agreement. Each Party will also bear its own costs in connection with the preparation and performance of this Agreement.

8. *Warranty of Capacity.* The persons signing this Agreement warrant and represent that they have read, reviewed, and understand this Agreement and that they possess full authority to bind the persons or entities on whose behalf they are signing this Agreement.

9. *No Third-Party Beneficiaries.* The Parties agree that this Agreement provides or reserves certain rights to Debtors and their subsidiaries, affiliates, successors, officers, directors, employees, agents, and assigns, and to the United States and its agencies, but to no other parties that are not named in this Agreement.

10. *Entire Agreement.* This Agreement contains the entire agreement between the Parties and it supersedes all previous agreements, whether written or oral, between the Parties on the subject matter hereof. No promise or inducement has been made except as set forth in this Agreement. No representation or understanding, whether written or oral, that is not expressly set forth herein shall be enforced or otherwise given any force or effect in connection herewith.

11. *Construction of Agreement.* The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the Parties. Any and all rules of construction to the effect that ambiguity is construed against the drafting party shall be inapplicable in any dispute concerning the terms, meaning, or interpretation of this Agreement. The headings of the provisions herein are intended for convenient reference only, and the same shall not affect the meaning or interpretation of this Agreement.

12. *Disclosure.* The Parties agree that this Agreement, including all the terms and conditions of this Agreement, could be made subject to public disclosure in its entirety, and Debtors expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

13. *Execution in Counterparts.* It is contemplated that this Agreement may be executed in counterparts, on one or more separate signature pages, all of which together shall be deemed to be one document. Facsimiles, hard copies, and scanned copies of physical signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

14. *Effective Date.* The Effective Date of this Agreement shall be the day immediately following execution by all the persons listed below.

IN WITNESS WHEREOF, the Parties have signed this Agreement or have caused this Agreement to be signed by their duly authorized representatives intending to be bound.

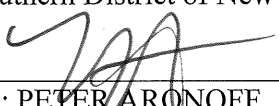
FOR MF GLOBAL HOLDINGS LTD., as Plan Administrator (Case No. 11-15059); MF GLOBAL FINANCE USA INC. (Case No. 11-15058); and MF GLOBAL HOLDINGS USA INC. (Case No. 12-10863):

Jane Rue Wittstein
Jones Day
Counsel for Debtors-Plaintiff MF Global Holdings Ltd., et al..

Date

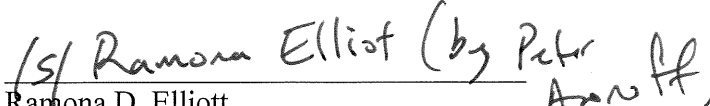
FOR THE UNITED STATES OF AMERICA:

DAMIAN WILLIAMS
United States Attorney for the
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By: PETER ARONOFF
Assistant United States Attorney
Counsel for Defendants
William K. Harrington, United States Trustee for Region 2, *et al.*

November 6, 2024
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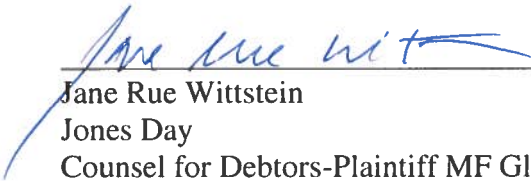


Ramona D. Elliott
Deputy Director/General Counsel,
Executive Office for United States Trustees
United States Department of Justice

11/6/24
Date

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FOR MF GLOBAL HOLDINGS LTD., as Plan Administrator (Case No. 11-15059); MF GLOBAL FINANCE USA INC. (Case No. 11-15058); and MF GLOBAL HOLDINGS USA INC. (Case No. 12-10863):



Jane Rue Wittstein

Jones Day

Counsel for Debtors-Plaintiff MF Global Holdings Ltd., et al..

11/6/2024
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FOR THE UNITED STATES OF AMERICA:

DAMIAN WILLIAMS
United States Attorney for the
Southern District of New York

By: PETER ARONOFF

Assistant United States Attorney

Counsel for Defendants

William K. Harrington, United States Trustee for Region 2, *et al.*

Date

Ramona D. Elliott
Deputy Director/General Counsel,
Executive Office for United States Trustees
United States Department of Justice

Date

EXECUTION VERSION

EXHIBIT A

**UNITED STATES BANKRUPTCY COURT
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Director of the United States Trustee Program;	:	
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PROGRAM,	:	
Defendants.	x	

STIPULATION OF DISMISSAL

In accordance with the terms of the attached settlement agreement, all parties hereby agree to dismiss, with prejudice as to all parties, the above-captioned adversary proceeding pursuant to Federal Rule of Bankruptcy Procedure 7041(a) and Federal Rule of Civil Procedure 41(a)(1)(ii). Each side will bear its own costs.

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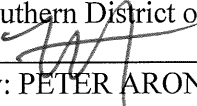
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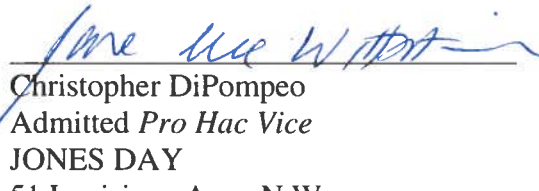
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WHEREAS, the Parties are party to the above-captioned adversary proceeding, which concerns challenges raised by Debtors to the constitutionality and/or application of Section 1004 of the Bankruptcy Judgeship Act of 2017 (the “2017 Fee Amendment”) as relevant to the above-captioned jointly administered bankruptcy cases;

WHEREAS, following the bankruptcy court’s ruling granting summary judgment in favor of the United States and denying summary judgment in favor of Debtors, on all counts of the complaint in the above-captioned adversary proceeding, plaintiff appealed, and by order dated September 23, 2021 (Case No. 20-3863, ECF Nos. 100, 102), the United States Court of Appeals for the Second Circuit vacated the bankruptcy court’s judgment and remanded the case for further proceedings in light of its decision in *In re Clinton Nurseries, Inc.*, 998 F.3d 56, 70 (2d Cir. 2021);

WHEREAS, these proceedings have been held in abeyance in light of further proceedings in the Second Circuit in *In re: Clinton Nurseries* and in the Supreme Court, including the Supreme Court’s decisions in *Siegel v. Fitzgerald*, 142 S. Ct. 1770 (2022) and in *United States Trustee v. John Q. Hammons Fall 2006, LLC*, 144 S. Ct. 1588 (2024), which resulted in an order of the United States Supreme Court that vacated the judgment entered pursuant to the amended and reinstated decision of November 10, 2022 in *In re Clinton Nurseries, Inc.*, 53 F.4th 15 (2d Cir. 2022), and which “remanded [that case] to the United States Court of Appeals for the Second Circuit for further consideration in light of *United States Trustee v. John Q. Hammons Fall 2006, LLC*, 144 S. Ct. 1588 (2024),” *Harrington v. Clinton Nurseries, Inc.*, 144 S. Ct. 2675 (2024);

WHEREAS, the Parties now seek to resolve, without further litigation, their current disputes concerning the payment of quarterly fees in the above-captioned jointly administered bankruptcy cases, as set forth below;

NOW, THEREFORE, in consideration for signing this Agreement and the mutual covenants and promises herein contained, Debtors and the United States hereby agree as follows:

1. *Agreement of Parties.* The Parties to this Agreement do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned adversary proceeding under the terms and conditions set forth in this Agreement.

2. *No Admission of Fault or Liability.* This settlement is entered into by the Parties for the purpose of compromising certain disputes between them and avoiding the expenses and risks of further litigation or further administrative or enforcement action with respect to those disputes, and for no other purpose. This Agreement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault by any party, whether on the part of Debtor(s) or on the part of the United States, the United States Trustee, the United States Trustee Program (“USTP”), the U.S. Department of Justice (“DOJ”), any other United States agencies, or any of their respective predecessors, successors, agents, servants, employees, or former employees.

3. *Dismissal of Legal Proceedings.* The Parties hereby agree to pursue the stipulated dismissal with prejudice of the pending above-captioned adversary proceeding (Adv. Proc. No. 19-01379 (MG)). Within seven (7) calendar days after the Effective Date of this Agreement, Debtors (through counsel) shall sign the attached (as Exhibit A) Stipulation of Dismissal and furnish it to counsel for the United States, who thereafter shall countersign the Stipulation and file it with the Bankruptcy Court. The Parties intend and agree that the filing of this Stipulation will ensure dismissal of the above-captioned adversary proceeding and any related appeal/proceeding.

4. *Debtors’ Releases.* Debtors, on behalf of themselves and their respective present and former parents, subsidiaries, affiliates, officers, directors, shareholders, members, managers,

successors, and assigns (collectively, “Debtor Releasers”) hereby release, waive, and forever discharge the United States of America and its agencies and officials, including, but not limited to, DOJ, the United States Trustee and the USTP, and the officials and employees and former officials and employees of those agencies, individually and/or in their official capacities, from any and all claims, actions, suits, allegations, causes of action, duties, obligations, contracts, agreements, promises, requests or demands for damages, refund(s), offset(s), accounting(s), or other sums of money, and liabilities of every kind and nature whatsoever, whether now known or unknown, liquidated or unliquidated, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, whether arising from the United States Constitution or any federal or state statute, law, regulation, policy, program, common law, or equity, which any of such Debtor Releasers ever had, now have, or hereafter can, shall, or may have related to or arising from: (a) the 2017 Fee Amendment, (b) the Consolidated Appropriations Act, Pub. L. No. 116-93 (2019), or (c) the Bankruptcy Administration Improvement Act of 2020, Pub. L. No. 116-325 (2021).

5. *United States’ Releases.* The United States, on behalf of itself, its agencies, and its officials and employees in their official capacities, hereby releases, waives, and forever discharges Debtors and their respective present and former parents (both direct and indirect through one or more intermediaries), subsidiaries, affiliates, employees, officers, directors, shareholders, members, managers, agents, representatives, predecessors, successors and assigns from any liability for further payment of Chapter 11 quarterly fees (including, for avoidance of doubt, any interest, late fees, penalties, or other payments related to the quarterly fees subject to this Agreement) due under 28 U.S.C. § 1930(a)(6) to and through the calendar quarter closing immediately prior to the Effective Date of this Agreement in the above-captioned bankruptcy cases (Case No. 11-15059 (Jointly Administered) (MG); No. 11-15058; and No. 12-10863), *provided that* the United States may retain

all sums that Debtors have already paid to the United States Trustee and that are currently retained by the United States as payment for quarterly fees due in those cases, and *further provided* that nothing in this Agreement shall alter or affect Debtor(s)' statutory obligations to pay quarterly fees for any quarter closing after the Effective Date of this Agreement or in the event that Debtor(s) were to commence a new bankruptcy proceeding.

6. *No Resumption of Litigation or Referral for Collection.* For the avoidance of doubt, and consistent with the mutual releases set forth above, the Parties specifically agree that neither Debtors nor the United States shall seek to reopen the above-captioned adversary proceeding in the bankruptcy court or initiate any similar contested motion, adversary proceeding, or other disputed matter before the bankruptcy court related to the quarterly fees subject to this Agreement. Likewise, the Parties specifically further agree that, as a result of these releases, Debtors shall not commence any action in any court, including the United States Court of Federal Claims, and shall not participate, join, or opt in as a party, amicus curiae, or class member in any action now pending or that may be hereafter filed in any such court, including without limitation *Acadiana Management Group, LLC v. United States*, No. 1:19-cv-496 (Fed. Cl.) and *Johns Manville Corporation v. United States*, No. 1:24-cv-402 (Fed. Cl.), or in any subsequent appellate proceedings, related to the quarterly fees subject to this Agreement. Moreover, the Parties specifically further agree that, as a result of these releases, the United States shall not seek to collect any further quarterly fees (including, for avoidance of doubt, any interest, late fees, penalties, or other payments related to the quarterly fees subject to this Agreement) from Debtors via motion, complaint, invoice, bill, statement, notice, administrative offset, tax refund offset, referral for collection, or otherwise, with respect to the above-captioned jointly administered bankruptcy cases that are or may be due for any calendar quarter ending before the Effective Date of this Agreement.

7. *Fees, Costs, and Expenses.* The Parties agree that neither Party is liable to the other for any attorney's fees, litigation costs, or other expenses of any kind with respect to any of the proceedings that are subject to dismissal under this Agreement. Each Party will also bear its own costs in connection with the preparation and performance of this Agreement.

8. *Warranty of Capacity.* The persons signing this Agreement warrant and represent that they have read, reviewed, and understand this Agreement and that they possess full authority to bind the persons or entities on whose behalf they are signing this Agreement.

9. *No Third-Party Beneficiaries.* The Parties agree that this Agreement provides or reserves certain rights to Debtors and their subsidiaries, affiliates, successors, officers, directors, employees, agents, and assigns, and to the United States and its agencies, but to no other parties that are not named in this Agreement.

10. *Entire Agreement.* This Agreement contains the entire agreement between the Parties and it supersedes all previous agreements, whether written or oral, between the Parties on the subject matter hereof. No promise or inducement has been made except as set forth in this Agreement. No representation or understanding, whether written or oral, that is not expressly set forth herein shall be enforced or otherwise given any force or effect in connection herewith.

11. *Construction of Agreement.* The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the Parties. Any and all rules of construction to the effect that ambiguity is construed against the drafting party shall be inapplicable in any dispute concerning the terms, meaning, or interpretation of this Agreement. The headings of the provisions herein are intended for convenient reference only, and the same shall not affect the meaning or interpretation of this Agreement.

12. *Disclosure.* The Parties agree that this Agreement, including all the terms and conditions of this Agreement, could be made subject to public disclosure in its entirety, and Debtors expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

13. *Execution in Counterparts.* It is contemplated that this Agreement may be executed in counterparts, on one or more separate signature pages, all of which together shall be deemed to be one document. Facsimiles, hard copies, and scanned copies of physical signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

14. *Effective Date.* The Effective Date of this Agreement shall be the day immediately following execution by all the persons listed below.

IN WITNESS WHEREOF, the Parties have signed this Agreement or have caused this Agreement to be signed by their duly authorized representatives intending to be bound.

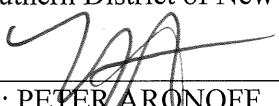
FOR MF GLOBAL HOLDINGS LTD., as Plan Administrator (Case No. 11-15059); MF GLOBAL FINANCE USA INC. (Case No. 11-15058); and MF GLOBAL HOLDINGS USA INC. (Case No. 12-10863):

Jane Rue Wittstein
Jones Day
Counsel for Debtors-Plaintiff MF Global Holdings Ltd., et al..

Date

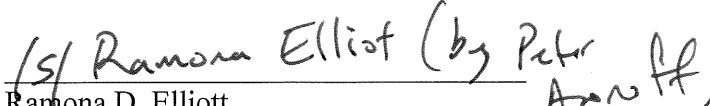
FOR THE UNITED STATES OF AMERICA:

DAMIAN WILLIAMS
United States Attorney for the
Southern District of New York



By: PETER ARONOFF
Assistant United States Attorney
Counsel for Defendants
William K. Harrington, United States Trustee for Region 2, *et al.*

November 6, 2024
Date

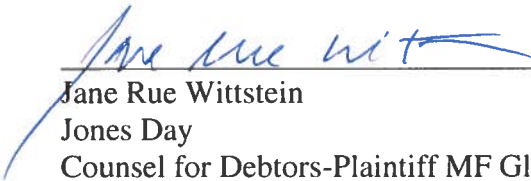


Ramona D. Elliott
Deputy Director/General Counsel,
Executive Office for United States Trustees
United States Department of Justice

11/6/24
Date

IN WITNESS WHEREOF, the Parties have signed this Agreement or have caused this Agreement to be signed by their duly authorized representatives intending to be bound.

FOR MF GLOBAL HOLDINGS LTD., as Plan Administrator (Case No. 11-15059); MF GLOBAL FINANCE USA INC. (Case No. 11-15058); and MF GLOBAL HOLDINGS USA INC. (Case No. 12-10863):



Jane Rue Wittstein

Jones Day

Counsel for Debtors-Plaintiff MF Global Holdings Ltd., et al..

11/6/2024
Date

FOR THE UNITED STATES OF AMERICA:

DAMIAN WILLIAMS

United States Attorney for the
Southern District of New York

By: PETER ARONOFF

Assistant United States Attorney
Counsel for Defendants

William K. Harrington, United States Trustee for Region 2, *et al.*

Date

Ramona D. Elliott

Deputy Director/General Counsel,
Executive Office for United States Trustees
United States Department of Justice

Date

EXECUTION VERSION

EXHIBIT A

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

In re	x	
	:	Chapter 11
MF GLOBAL HOLDINGS LTD., et al.,	:	
	:	Case Nos. 11-15059, 11-15058, 12-
Debtors. ¹	:	10863 (MG) (jointly administered
	:	under Case No. 11-15059)
MF GLOBAL HOLDINGS LTD., as Plan	x	
Administrator,	:	
	:	Adv. Proc. No. 19-01379 (MG)
Plaintiff,	:	
vs.	:	
	:	
WILLIAM K. HARRINGTON, in his official	:	
capacity as United States Trustee for Region 2;	:	
TARA TWOMEY, in her official capacity as	:	
Director of the United States Trustee Program;	:	
and the UNITED STATES TRUSTEE	:	
PROGRAM,	:	
	:	
Defendants.	x	

STIPULATION OF DISMISSAL

In accordance with the terms of the attached settlement agreement, all parties hereby agree to dismiss, with prejudice as to all parties, the above-captioned adversary proceeding pursuant to Federal Rule of Bankruptcy Procedure 7041(a) and Federal Rule of Civil Procedure 41(a)(1)(ii). Each side will bear its own costs.

¹ The debtors in the above-captioned cases are MF Global Holdings Ltd. (Case No. 11-15059); MF Global Finance USA Inc. (Case No. 11-15058); and MF Global Holdings USA Inc. (Case No. 12-10863). The Court entered an order of final decree closing the chapter 11 cases of MF Global Capital LLC (Case No. 11-15808), MF Global FX Clear LLC (Case No. 11-15810), and MF Global Market Services LLC (Case No. 11-15809) on February 11, 2016. *See* Case No. 11-15059 at D.I. 2201.

Dated: November 6, 2024
New York, New York

Respectfully Submitted,

DAMIAN WILLIAMS
United States Attorney for the
Southern District of New York

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-and-

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*Counsel for Plaintiff MF Global
Holdings Ltd., as Plan Administrator*