UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re: **FAIRFIELD SENTRY LIMITED, et al.,** **Debtors in Foreign Proceedings.**	)	**Chapter 15 Case** **Case No: 10-13164 (SMB)** **Jointly Administered**
FAIRFIELD SENTRY LTD. (IN LIQUIDATION), et al., **Plaintiffs,** **-against-** **THEODOOR GGC AMSTERDAM, et al.,** **Defendants.**	)	**Adv. Pro. No. 10-03496** **Administratively Consolidated Under This Matter**
THIS DOCUMENT APPLIES TO: **ALL ADVERSARY PROCEEDINGS LISTED IN EXHIBIT A**	)	**Adv. Pro. Nos. Listed on Exhibit A Attached Hereto**

SUPPLEMENTAL MEMORANDUM OF LAW OF DEFENDANTS IN THE ADVERSARY PROCEEDINGS LISTED ON EXHIBIT A IN OPPOSITION TO PLAINTIFFS' MOTION FOR LEAVE TO AMEND AND IN SUPPORT OF THOSE DEFENDANTS' MOTION TO DISMISS ON GROUNDS OF *FORUM NON CONVENIENS*

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Pursuant to paragraph B of the Supplemental Case Management Order of October 18, 2016 (ECF No. 918)[1] the Defendants listed on Exhibit A hereto (the "FNC Defendants") respectfully submit this supplemental memorandum of law, together with the accompanying declaration of Phillip Kite, dated January 25, 2017 ("Kite Jan. 25, 2017 Decl."), in opposition to Plaintiffs' motion for leave to amend and in support of the FNC Defendants' motion to dismiss, on grounds of *forum non conveniens* ("FNC"), in favor of the British Virgin Islands (the "BVI")—Plaintiffs' home forum.

PRELIMINARY STATEMENT

The FNC Defendants, which owned and redeemed shares in the BVI-incorporated and registered Funds, join in the arguments set forth in the Consolidated Brief. They jointly submit this supplemental memorandum to present an *alternative* basis for dismissing the Complaints and denying leave to amend, for consideration *if* this Court has not completely disposed of the Complaints and the Liquidators' motion for leave to amend based on the threshold U.S.-law issues addressed in the Consolidated Brief or other supplemental briefs.[2] In that event, this Court should dismiss and deny leave to amend whatever claims remain, in favor of a "more appropriate and convenient forum for adjudicating the controversy," *Sinochem Int'l Co. v. Malay. Int'l Shipping Corp.*, 549 U.S. 422, 425 (2007)—namely, the BVI Commercial Court.

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[1] Unless specifically indicated otherwise, all ECF citations in this memorandum refer to Adv. P. No. 10-03496 (SMB), the main administratively consolidated adversary proceeding. Capitalized terms not defined in this memorandum have the same meanings as in the Consolidated Memorandum of Law in Opposition to Plaintiffs' Motion for Leave to Amend and in Support of Defendants' Motion to Dismiss (the "Consolidated Brief"), filed on January 13, 2017 (ECF No. 960). The FNC Defendants incorporate by reference the factual and procedural background set forth in the Consolidated Brief at 5-16.

[2] Those threshold issues include: lack of subject matter jurisdiction, standing or personal jurisdiction; the application of Bankruptcy Code § 546(e) to the Liquidators' claims; *res judicata*; collateral estoppel; and defective service of process. *See* Consolidated Brief at 17-44, 58-61, 70-75. "[A] federal court has leeway 'to choose among threshold grounds for denying audience to a case on the merits.'" *Sinochem Int'l Co. Ltd. v. Malay. Int'l Shipping Corp.*, 549 U.S. 422, 431, (2007) (quoting *Ruhrgas AG v. Marathon Oil Co.*, 526 U.S. 574, 585 (1999) (citation omitted)), specifically including FNC. *Sinochem*, 549 U.S. at 436. *See also* Consolidated Brief at 17 n.12.

This Court has the authority to dismiss actions, specifically including adversary proceedings commenced by foreign insolvency officers in Chapter 15 cases, on FNC grounds. *See, e.g., In re Bancredit Cayman, Ltd.*, No. 06-11026 (SMB), 2008 WL 5396618, at *2-9 (Bankr. S.D.N.Y. Nov. 25, 2008) (Bernstein, C.J.) (granting defendants' motion to dismiss Cayman liquidators' adversary proceeding on FNC grounds, in favor of a Dominican forum, where plaintiffs asserted only Dominican law claims and had previously commenced nearly identical claims in the Dominican Republic, and their decision to sue foreign defendants in this court "smack[ed] of forum shopping"). And the Actions present a compelling case for FNC dismissal. Plaintiffs here are *BVI* liquidators, appointed by a court *in the BVI*, who assert *only* claims arising under *BVI law*, almost exclusively against *foreign* Defendants.[3] The Liquidators' Common Law Claims, moreover, are nearly identical to claims that they unsuccessfully litigated for years in the BVI (including against many of the FNC Defendants).[4] The Liquidators only recently discontinued their remaining BVI Actions, months before filing their motions for leave to amend in this Court. Like the foreign liquidators in *Bancredit Cayman*, the Liquidators have plainly chosen a U.S. forum for tactical reasons. Under governing legal standards, the claims asserted here are subject to FNC dismissal in favor of the BVI.

ARGUMENT

THE ACTIONS SHOULD BE DISMISSED ON *FORUM NON CONVENIENS* GROUNDS.

The FNC analysis involves three steps: "[T]he 'first level of inquiry' pertains to 'determining whether the plaintiff's choice [of forum] is entitled to more or less deference.'" *Pollux Holding Ltd. v. Chase Manhattan Bank*, 329 F.3d 64, 70 (2d Cir. 2003) (second set of

[3] Of the 160 FNC Defendants, 146 are foreign. *See* Exhibit B hereto.

[4] The Liquidators sued 26 of the FNC Defendants in the BVI. *See* Exhibit C hereto.

brackets in original) (quoting *Iragorri v. United Techs. Corp*., 274 F.3d 65, 73 (2d Cir. 2001) (*en banc*)). The second "level of inquiry requires a court under [*Gulf Oil Corp. v. Gilbert*, 330 U.S. 501 (1947)] to determine whether an adequate alternative forum exists." *Pollux*, 329 F.3d at 70. "When such is the case the court must go to the third step and balance factors of private and public interest to decide, based on weighing the relative hardships involved, whether the case should be adjudicated in the plaintiff's chosen forum or in the alternative forum suggested by the defendant." *Id*. (citing *Gilbert*, 330 U.S. at 507-09). As demonstrated below: (a) the foreign Liquidators' choice of this forum is entitled to no deference; (b) the BVI is an adequate alternative forum; and (c) the balance of the *Gilbert* factors conclusively points toward the BVI as the most appropriate forum for adjudicating the Actions.

A. The Liquidators' Choice of Forum is Entitled to No Deference.

The Liquidators are foreign plaintiffs who have chosen to sue here in a transparent case of forum shopping. Under Second Circuit case law, that choice is entitled to no deference.

"[W]hen a foreign plaintiff chooses a U.S. forum, it 'is much less reasonable' to presume that the choice was made for convenience" and a "plausible likelihood exists that the selection was made for forum-shopping reasons." *Iragorri*, 274 F.3d at 71 (quoting *Piper Aircraft Co. v. Reyno*, 454 U.S. 235, 256 (1981)). "[T]he more it appears that the plaintiff's choice of a U.S. forum was motivated by forum-shopping reasons . . . the less deference the plaintiff's choice commands and, consequently, the easier it becomes for the defendant to succeed on a *forum non conveniens* motion by showing that convenience would be better served by litigating in another country's courts." *Iragorri*, 274 F.3d at 72.

Thus, in *Bancredit Cayman*, this Court held that the "choice of this forum" by Cayman liquidators who elected to sue foreign defendants here on purely foreign law claims, after

originally suing them abroad, was "entitled to no special deference." 2008 WL 5396618, at *3. The "thin reed" of Chapter 15 recognition does not alter this conclusion. *Id*. On the contrary, as Judge Glenn recently observed in granting an FNC motion, "the purpose of chapter 15 is advanced by having [foreign liquidators' home court] resolve the" issues arising under their home-country law, which "weighs against giving deference to [their] choice of a New York forum for [their foreign home-country] law claims." *In re Hellas Telecomms. (Luxembourg) II SCA*, 555 B.R. 323, 347 n.19 (Bankr. S.D.N.Y. 2016) ("*Hellas*"); *see also id*. at 344. And, as this Court explained in *Bancredit Cayman*, where "the parties and material events bear no bona fide connection to the United States, or that in relation to the core operative facts in dispute the parties and events at best have only marginal links to the plaintiff's chosen venue, that choice of forum is not entitled to special deference, in particular where the claimants are all foreign residents." 2008 WL 5396618, at *3 (quoting *Do Rosario Veiga v. World Meteorological Org.*, 486 F. Supp. 2d 297, 302 (S.D.N.Y. 2007)).[5]

Under these principles, the first step of the FNC inquiry here must be resolved decisively against the Liquidators. They are foreign residents, appointed by the BVI court as official liquidators of BVI-incorporated, BVI-registered and BVI-regulated Funds aimed almost entirely

[5] In *Do Rosario Veiga*, the foreign plaintiff sued foreign defendants, "plead[ing] no facts bearing on how the events that occurred or the claims for relief she asserts suggest even a remote contact of the persons involved or their relevant conduct with the United States, nor any substantial effect of the underlying actions on the United States or American policy." 486 F. Supp. 2d at 303. Judge Marrero held that "[t]hese facts give rise to a strong inference that forum-shopping considerations served as a substantial motivation in Veiga's choice of venue in this District." *Id*.; *see also Turedi v. Coca-Cola Co.*, 343 F. App'x 623, 625 (2d Cir. 2009) (affirming FNC dismissal and agreeing with the District Court's finding of forum shopping where non-U.S. plaintiffs sued a Turkish company on claims arising out of events in Turkey, unconnected with the United States); *Erausquin v. Notz, Stucki Mgmt. (Bermuda) Ltd.*, 806 F. Supp. 2d 712, 725 (S.D.N.Y. 2011) (granting FNC motion where foreign plaintiffs' "choice of this District appears to have been based more on forum shopping considerations than on legitimate reasons"); *VictoriaTea.com, Inc. v. Cott Beverages, Canada*, 239 F. Supp. 2d 377, 381 (S.D.N.Y. 2003) (same, even though one plaintiff was "nominally American").

at non-U.S. investors; the Liquidators comprise the sole management of those BVI Funds.[6] As the Liquidators represented to this Court, the "BVI is the 'center of main interests' of the" Funds,[7] and this Court so found—a finding affirmed twice on appeal.[8] The Actions, moreover, arise out of the redemptions by (almost exclusively foreign) Defendants of their investments in those BVI Funds. Whatever slight connections the Actions have to the United States are outweighed by the BVI nexus. The Liquidators have sought to put in issue the alleged knowledge and conduct of Citco, the Funds' administrator, but even if those matters were relevant (which they are not),[9] Citco is also foreign and the duties it owed the Fairfield Funds were governed by BVI law. What is more, all of the Liquidators' claims—Common Law Claims, statutory BVI Insolvency Claims and Contract Claims—are governed by BVI law. See *infra* p. 12 & n.20.

On these indisputable facts, the Liquidators' tactical choice of this forum, rather than their "home court," "is not entitled to any special deference." *Bancredit Cayman*, 2008 WL 5396618, at *3; *see also Erausquin v. Notz, Stucki Mgmt. (Bermuda) Ltd.*, 806 F. Supp. 2d 712, 725 (S.D.N.Y. 2011) (dismissing on FNC grounds foreign plaintiffs' Madoff-related class action where no claim arose under federal law and the "'core operative facts' on which [th]e litigation [wa]s based ar[o]se mostly out of the operations of foreign entities outside of the United States"; because "[p]laintiffs' choice of this District appears to have been based more on forum shopping considerations than on legitimate reasons," it was "entitled to very limited consideration"

[6] Kenneth Krys Decl. in Supp. of Debtors' Pets. ¶ 6, *In re Fairfield Sentry Ltd.*, Case No. 10-13164 (SMB) (June 14, 2010), ECF No. 3.

[7] *Id*. ¶ 45.

[8] *In re Fairfield Sentry Ltd.*, 440 B.R. 60, 64 (Bankr. S.D.N.Y. 2010), *aff'd*, No. 10-cv-7311 (GBD), 2011 WL 4357421, at *7-8 (S.D.N.Y. Sept. 16, 2011), *aff'd*, 714 F.3d 127, 139 (2d Cir. 2013).

[9] *See* Consolidated Brief at 44-55.

(citation omitted)); *Hellas*, 555 B.R. at 346-47 ("it is difficult to argue that [foreign liquidators'] decision [to sue here] was motivated by genuine convenience, as the United States is not a convenient forum for the Plaintiffs, who reside in the U.K."; moreover, it was "arguable that the circumstances in this case may be 'indicative of forum-shopping'" and at least "conceivable" that the liquidators "are hopeful of an advantage given the degree of unpredictability associated with an American court's interpretation of U.K. law") (citations omitted).

The conclusion that the Liquidators have engaged in forum shopping is confirmed by the way they have elected to pursue their "redeemer" claims in the BVI and this Court. The Liquidators filed the Actions here only *after* filing Common Law Claims in the BVI, seeking the same relief, on the same BVI law restitution theory, against many of the same Defendants: in 2009-2010, the Liquidators filed 33 separate actions against 74 defendants in the BVI, seeking the recovery of $1.45 billion.[10] The Liquidators then litigated issues relating to the merits of the BVI Actions at three levels of the BVI judicial system, through the Privy Council. They lost at each level. *See* Consolidated Brief at 10-15. After failing on the merits under BVI law in the BVI courts, in 2016 the Liquidators—apparently determined to avoid further defeats in their home jurisdiction—discontinued all of the BVI Actions, to the extent that they had not "already been concluded by way of summary judgment" adverse to the Liquidators.[11] The Liquidators then shifted gears, to concentrate exclusively on their now-pending attempt to amend their BVI law claims in this Court.

These tactics parallel in large part the gamesmanship of the liquidators in *Bancredit Cayman*, which this Court condemned. There, Cayman liquidators brought their Dominican-law

[10] William Hare Decl. in Support of Mot. for Leave to Amend ¶¶ 17-20 (Oct. 21, 2016), ECF No. 925 ("Hare Decl."); *see also* Consolidated Brief at 8.

[11] Hare Decl. ¶ 68; *see also* Consolidated Brief at 15-16 & 16 n.11.

claims against foreign defendants in an adversary proceeding under the aegis of a Chapter 15 case only after commencing an action in the Dominican Republic and becoming disenchanted with the decision to sue in their home jurisdiction. In *Bancredit Cayman*, Court observed that the liquidators' "actions imply that they became dissatisfied with the progress of the Dominican proceedings or belatedly concluded that they might get a faster resolution in this Court," and concluded that the liquidators' "choice of this Court smacks of forum shopping." 2008 WL 5396618, at *8. That conclusion is equally warranted here. The Liquidators' choice of forum should be accorded no deference at all.

Although the Liquidators may cite in opposition to this motion the Forum Selection Clauses of subscription agreements that some, but not all,[12] Defendants entered into with Sentry, those clauses do not validate their choice of this forum. The types of potential disputes that might arise under such subscription agreements are not at issue in the Actions. For all the reasons explained in the Consolidated Brief (at 24-28), the claims in the Actions are simply not governed by the subscription agreements. *See also Securities Inv'r Prot. Corp. v. Bernard L. Madoff Inv. Sec. LLC*, Adv. P. No. 08–01789 (SMB) (the "*Extraterritoriality/Comity Decision")*, 2016 WL 6900689, at *13 (Bankr. S.D.N.Y. Nov. 21, 2016) (noting that the Privy Council "concluded that although the subscription agreements signed by the redeemers contained a New York choice of law provision, New York law was irrelevant" to claims challenging redemption payments) (citing Privy Council Decision ¶ 20); *id.* at *14-15 (noting that the Privy Council had "ruled that the redemptions were governed by the Articles of Association and BVI law"). Accordingly, under the Privy Council's holdings, the Forum Selection Clauses of certain subscription agreements have no bearing on the issues presented by this motion.

[12] *See* Consolidated Brief at 24 and App'x B-1.

B. The BVI is an Adequate Alternative Forum.

Under step two of the FNC analysis, the Court must determine whether a BVI court would be an adequate forum. "An alternative forum is adequate if the defendants are amenable to service of process there, and if it permits litigation of the subject matter of the dispute." *Pollux*, 329 F.3d at 75; *see also Piper Aircraft*, 454 U.S. at 254 n.22; *Bancredit Cayman*, 2008 WL 5396618, at *3. Under that test, there is no question as to the adequacy of the BVI forum.

The Liquidators plainly can sue the FNC Defendants over the subject matter of the Action in the BVI. They have repeatedly done just that, instituting BVI Actions against dozens of Defendants. *See supra* p. 6. In the BVI Actions, the BVI courts have demonstrated that they indeed "permit[] litigation of the subject matter of the dispute," *Bancredit Cayman*, 2008 WL 5396618, at *3—even if their decisions on the merits have not been to the Liquidators' liking. *Cf. id.* (Dominican courts were adequate where plaintiffs had already sued defendants there on related claims). Moreover, as this Court recently observed, "Fairfield Sentry's right to recover the redemptions depended on the [A]rticles of [A]ssociation and was governed by BVI law." *Extraterritoriality/Comity Decision*, 2016 WL 6900689, at *13 (citing Privy Council Decision ¶ 20).[13] Accordingly, the FNC Defendants—as redeeming shareholders in BVI-incorporated and registered Funds—are amenable to service of process on claims brought by the Liquidators in the BVI to recover redemption payments. *See* E. Caribbean Sup. Ct. R. of Civ. Proc. 7.3(3)(b) (authorizing the service of process outside the jurisdiction for claims "made in respect of a contract where the contract" is governed by BVI law or was made there), 7.3(7)(a)-(b) (same for claims arising out of "the constitution, administration, management or conduct of the affairs … of a company incorporated within the" BVI), 7.3(9) (same for claims "for restitution where the

[13] That is also true of the claims asserted on behalf of Sigma and Lambda.

defendant's alleged liability arises … out of acts which … were to the detriment of a person domiciled within the jurisdiction"), CPR 7.3(10) (same for claims "under an enactment which confers jurisdiction on the court …," such as the claims under the BVI Insolvency Act). Indeed, the BVI Commercial Court in 2010 granted the Liquidators permission to serve many defendants outside that jurisdiction on precisely such claims.[14]

The conclusion that the BVI is an adequate alternative forum is confirmed by the holding in *H.R.H. Prince Faisal Bin Khalid Bin Abdulaziz Saud v. PIA Invs. Ltd.*, No. 07-cv-5603 (NRB), 2007 WL 4457441 (S.D.N.Y. Dec. 14, 2007). There, the foreign plaintiff had previously sued one of the foreign defendants in a BVI court and then later sued it (and another defendant) in this District in an action involving the same subject matter. Granting defendants' motion to dismiss on FNC grounds, Judge Buchwald explained that "plaintiff's own course of conduct shows that the [BVI] is an adequate alternative forum." *Id.* at *3. The same is equally true here.[15]

The Liquidators may argue that the BVI forum, although otherwise adequate, is not currently available to them because BVI statutes of limitations applicable to at least some of their claims may have lapsed while they chose to litigate those claims here, rather than in the BVI. But any such argument would ring hollow. If any of their claims are now time-barred in the BVI, that would be the result of the Liquidators' own conscious decision to sue in what is plainly

[14] Hare Decl. ¶ 21. The BVI Commercial Court's Section 273 Judgment, now on appeal to the EC Court of Appeal, indicates nothing to the contrary—and in fact repeatedly and expressly refers (and defers) to the authority of this Court to dismiss the Liquidators' claims here, on FNC grounds, and remit the Liquidators to their home forum. *See* Section 273 Judgment, ¶¶ 62, 63, 87, 89, 97, 113 (Mar. 14, 2016), ECF No. 887.

[15] The BVI judiciary "is based on the judiciary of the United Kingdom. The [BVI] is a member state of the Eastern Caribbean Supreme Court. The courts are organised at four levels, including the provision for final appeal to the Judicial Committee of the Privy Council in London." Gov't of the BVI, *Judicial Branch*, http://www.bvi.gov.vg/judicial-branch (last visited Jan. 26, 2017). The Second Circuit has long "expressed high regard for [British] courts' fairness and commitment to the rule of law." *Pollux*, 329 F.3d at 75 (affirming FNC dismissal in favor of England);

a less appropriate and convenient forum, while deliberately failing to protect their position in the BVI. The Liquidators are sophisticated litigants, represented since their 2009 appointments by BVI lawyers. One of those lawyers recently declared to this Court that, as long ago as 2009, the Liquidators were concerned that "the six year limitation period" for Common Law Claims in the BVI created a "clear risk" of "certain claims becoming time barred."[16] Precisely because they harbored that concern, in "the months after their appointment" the Liquidators commenced dozens of BVI Actions, which their BVI lawyer calls "protective claims," in order "to protect their position against potential expiring limitation periods."[17] The Liquidators, moreover, have been aware since December 9, 2011, when certain "redeemers" (including defendants in the BVI Actions) served the first of the 273 Applications, that the BVI courts might not permit them to continue litigating the Actions in the United States.[18] And at a March 2015 hearing on that application, counsel for the 273 Applicants specifically warned the Liquidators that their time to file BVI Insolvency Act claims might expire in "the middle of next month," adding that "if [the Liquidators] want to take protective steps, that's up to them."[19] But this time, the Liquidators—who in 2009-10 had filed dozens of "protective" BVI Actions asserting Common Law Claims—elected to do *nothing* to protect their limitations position in the BVI, notwithstanding the risks to their ability to litigate claims in the BVI in the future.

On this record, if some or all of the Liquidators' BVI law claims would be time-barred in their home jurisdiction, that is a "plight … of [their] own making," caused by their "deliberate

[16] Hare Decl. ¶ 14.

[17] *Id*. ¶ 15; *see also id*. ¶¶ 17-20.

[18] Kite Jan. 25, 2017 Decl. ¶¶ 3-6 (submitted herewith).

[19] *Id*., Ex. A (Excerpt from transcript of March 23, 2015 BVI Commercial Court Hearing on 273 Application) at 65.

choice of an inconvenient forum," *Veba-Chemie A.G. v. M/V Getafix*, 711 F.2d 1243, 1248 n.10 (5th Cir. 1983), and their equally deliberate refusal even to try to protect themselves from BVI time bars of which they were well aware. A plaintiff who "allow[s] a foreign forum's statute of limitations to run and then argue[s] that that forum was unavailable" remains subject to FNC dismissal. *In re Air Crash Over the Mid-Atlantic on June 1, 2009,* 792 F. Supp. 2d 1090, 1095 (N.D. Cal. 2011); *see also Castillo v. Shipping Corp. of India*, 606 F. Supp. 497, 504 (S.D.N.Y. 1985) (dismissing Dominican plaintiff's complaint on FNC grounds where plaintiff chose not to sue in "a most convenient forum, the Dominican Republic," but "through his own inaction, he lost access to it" due to the expiration of the Dominican statute of limitations). The Liquidators cannot deny the adequacy of their home forum.

C. The Balance of the *Gilbert* Factors Strongly Favors Adjudication in the BVI.

The third and final step of the FNC analysis requires balancing the *Gilbert* public and private factors. The Actions are concededly governed by BVI law and involve matters of significant interest to the BVI, but of no interest to the United States. Accordingly, and as explained in detail below, the *Gilbert* factors strongly favor the adjudication of the Actions in the BVI, not New York.

1. The Public Interest Factors Overwhelmingly Favor the BVI Forum.

The public interest factors include the "[a]dministrative difficulties [that] follow for courts when litigation is piled up in congested centers instead of being handled at its origin"; the burden of jury duty, which "ought not to be imposed upon the people of a community which has no relation to the litigation"; the "local interest in having localized controversies decided at home'; and the "appropriateness" of having the legal issues decided by "a forum that is at home with the . . . law that must govern the case, rather than having a court in some other forum

untangle problems in conflict of laws, and in law foreign to itself." *Gilbert*, 330 U.S. at 508-09. These factors all forcefully support the BVI forum.

Most fundamentally, as the Liquidators have all but conceded, BVI law governs *all* of their claims.[20] Any court adjudicating the merits of the Actions would have to interpret the BVI law Articles and provisions of the BVI Insolvency Act, and resolve issues of BVI common law in the context of the Liquidators' proposed allegations about Citco's bad faith. The Liquidators' Proposed Amended Complaints specifically refer to Article 11 of the Funds' Articles as the basis for their argument about Citco's alleged lack of good faith,[21] and the Funds' agreements with Citco were expressly governed by BVI law.[22] Here, as in *Saud*, a federal court is being asked to construe a BVI company's Articles and a BVI statute. As Judge Buchwald concluded in that case, "because [BVI] law will apply, the courts of the [BVI] clearly have a strong interest in interpreting the controlling provisions." *Saud*, 2007 WL 4457441, at *5; *see also Pollux*, 329 F.3d at 76 (affirming dismissal of action on FNC grounds, in part because "the overwhelming majority of plaintiffs' claims necessitate the application of English law" even though a few claims were "likely to be construed under New York law"); *Bancredit Cayman*, 2008 WL 5396618, at *8 (explaining FNC dismissal and observing that "the need to apply Dominican law

[20] In addition to BVI Insolvency Act claims, the Liquidators assert claims based on various restitutionary theories and for breach of contract. These are also governed by BVI law. *See* Decl. of Phillip Kite, Ex. Q (Fairfield Sentry Limited Skeleton Argument for Application for Permission to Serve Out of the Jurisdiction, dated May 12, 2010) ¶ 16(4)-(6) (Sentry concedes that its restitution claims are based on allegations that the Funds mistakenly made redemption payments in excess of amounts due under the BVI law Articles) (Jan. 13, 2017), ECF No. 963; Gabriel Moss Decl. in Supp. of Mot. for Leave to Amend ¶ 26(c) (Oct. 21, 2016), ECF No. 926 ("the claims under BVI law for breach of contract against the defendants included in the Sample Amended Complaints are viable and arguable"); *id.* ¶ 57 (explaining the Liquidators' breach of contract theory: "the Articles (which are governed by BVI law and … constitute a contract between the Fund and its members) contain an implied term requiring repayment of any overpaid Redemption Monies") (footnote omitted).

[21] *See, e.g.*, Proposed Am. Compl. ¶¶ 45 *et seq*., *Fairfield Sentry Ltd. (in Liquidation) v. Barclays Bank (Suisse) SA*, Adv. P. No. 11-1259 (SMB) (Bankr. S.D.N.Y., filed Sept. 13, 2016), ECF No. 11-1.

[22] *See Anwar v. Fairfield Greenwich Ltd*., No. 09-civ-0118 (VM) (S.D.N.Y. Apr. 24, 2009), ECF Nos. 331-2 and 331-3 (Sentry-Citco and Sigma-Citco Administration Agreements) § 12.2.

tilts the balance further in" the direction of the Dominican forum).

In comparison with this Court, which would have to decide on the basis of dueling expert declarations addressing the BVI Insolvency Act, the Articles and BVI common law principles, the BVI Commercial Court can resolve those issues more easily, based on its own familiarity and experience with local law. *See Hellas*, 555 B.R. at 344 ("The U.K. court is in a better position to interpret and apply U.K. law to the complex facts raised by this case…."), 350 ("It is preferable to allow the U.K. court to decide a matter of its own law, especially when the issue would be a matter of first impression").

There is also a strong public interest in not burdening U.S. courts with the "uncertain and time-consuming task" of resolving "inevitably conflicting expert evidence on numerous questions of [foreign] law." *Schertenlieb v. Traum*, 589 F.2d 1156, 1165 (2d Cir. 1978) (affirming FNC dismissal in favor of Switzerland). In addition, "[t]ry as we may to apply the foreign law as it comes to us through the lips of the experts, there is an inevitable hazard that, in those areas, perhaps interstitial but far from inconsequential, where we have no clear guides, our labors, moulded by our own habits of mind as they necessarily must be, may produce a result whose conformity with that of the foreign court may be greater in theory than it is in fact." *Id*. at 1163 n.14 (quoting *Conte v. Flota Mercante Del Estado*, 277 F.2d 664, 667 (2d Cir. 1960) (Friendly, J.)); *see also Acosta v. JPMorgan Chase & Co*., No. 05-civ-977 (NRB), 2006 WL 229196, at *8 (S.D.N.Y. Jan. 30, 2006) (granting FNC dismissal where both parties "submitted affidavits with conflicting interpretations of the relevant Uruguayan and Argentine laws, and we do not doubt that it would be necessary to 'untangle' these problems if the case proceeded here"), *aff'd*, 219 F. App'x 83 (2d Cir. 2007); *Panama Processes, S.A. v. Cities Serv. Co*., 500 F. Supp. 787, 798 (S.D.N.Y. 1980) (granting FNC dismissal in part because of the need to resolve

"conflicting affidavits from Brazilian counsel concerning the pertinent substantive and procedural law of Brazil"), *aff'd*, 650 F.2d 408 (2d Cir. 1981). "In short, the public interest factors point towards dismissal where the court would be required to untangle problems in conflict of laws, and in law foreign to itself." *Scottish Air Int'l Inc. v. British Caledonian Grp., PLC*, 81 F.3d 1224, 1234 (2d Cir. 1996) (affirming dismissal in favor of British forum on FNC grounds) (internal quotation marks omitted) (quoting *Piper Aircraft*, 454 U.S. at 251).

In its recent *Extraterritoriality/Comity Decision*, this Court concluded, referring specifically to the Fairfield Funds and the Bermuda-incorporated Kingate funds:

> As between the United States on the one hand and the BVI and Bermuda on the other, the latter jurisdictions have a greater interest in regulating the activity that gave rise to the common claims asserted by the Trustee and the liquidators. The Funds were formed under foreign law, and their liquidation, including the marshaling of assets and the payment of claims, is governed by local insolvency law, to which particular deference is due under our own jurisprudence. The United States has no interest in regulating the relationship between the Funds and their investors or the liquidation of the Funds and the payment of their investors' claims.

2016 WL 6900689, at *14. As that analysis confirms, the Actions present a paradigmatic "localized" BVI controversy that should be "handled at its origin," *Gilbert*, 330 U.S. at 508, "by the courts of the locale bearing the most significant contacts with them," rather than clogging this Court's docket. *In re Arbitration Monegasque de Reassurances S.A.M. v. NAK Naftogaz of Ukraine*, 311 F.3d 488, 500-01 (2d Cir. 2002) (affirming dismissal on FNC grounds in favor of Ukraine).

There is no significant countervailing domestic interest. *See Hellas*, 555 B.R. at 350 (U.S. Bankruptcy Court had only a "weak interest in adjudicating the claim" asserted by foreign

liquidators in a Chapter 15 case, in comparison with their home country's strong interest in determining and applying its own law). The Liquidators' allegation that redemption payments to certain Defendants passed through correspondent bank accounts in New York implicates no New York or U.S. interest that is entitled to any weight in the FNC analysis. The New York Court of Appeals, affirming the FNC dismissal of foreign plaintiffs' fraud claims against foreign defendants in a case connected to New York only by "the use of New York banks to facilitate dollar transfers," held that "[o]ur state's interest in the integrity of its banks … is not significantly threatened every time one foreign national, effecting what is alleged to be a fraudulent transaction, moves dollars through a bank in New York." *Mashreqbank PSC v. Ahmed Hamad Al Gosaibi & Bros. Co*., 12 N.E.3d 456, 459-60, 461 (N.Y. 2014) (holding that the trial court correctly dismissed on FNC grounds). As Judge Kaplan explained, that "interest is not a trump to be played whenever a party to such a transaction seeks to use our courts for a lawsuit with little or no apparent contact with New York or the United States." *First Union Nat'l Bank v. Paribas*, 135 F. Supp. 2d 443, 453 (S.D.N.Y. 2001) (dismissing action on FNC grounds), *aff'd*, 48 F. App'x 801 (2d Cir. 2002).[23]

All of the public interest factors therefore strongly support dismissal in favor of the BVI. There is simply "no compelling reason why the law and judicial resources of this forum should be applied to resolve this dispute, nor any overriding American policy interest that would be promoted or enforced by doing so." *Do Rosario Veiga*, 486 F. Supp. 2d at 307-08 (granting FNC dismissal in favor of Switzerland).

[23] In *Bancredit Cayman*, the Cayman liquidators attempted to identify two other supposed U.S. interests—in ensuring that valid debts are enforced and promoting Chapter 15's goal of providing assistance to foreign insolvency officers. 2016 WL 5396618, at *9. This Court rejected these arguments, explaining that the U.S. "has a strong interest in not assuming the singular burden of collection court to the world," and that "[C]hapter 15 was not designed to encourage forum shopping or hear disputes with no connection to the forum." *Id*. Both points apply with equal force here.

2. The Relevant Private Interest Factors Also Favor the BVI Forum.

The *Gilbert* private interest factors, relating to the convenience of the litigants, also support dismissal. Those factors include the "relative ease of access to sources of proof; availability of compulsory process for attendance of unwilling, and the costs of obtaining attendance of willing, witnesses; … and all other practical problems that make trial of a case easy, expeditious and inexpensive." *Iragorri*, 274 F.3d at 73-74 (quoting *Gilbert*, 330 U.S. at 508). "There may also be questions as to the enforcibility [sic] of a judgment if one is obtained." *Gilbert*, 330 U.S. at 508.

The Liquidators can hardly be heard to complain that the BVI is an inconvenient forum. After all, the BVI Commercial Court is their home court, which supervises the Sentry, Sigma and Lambda liquidations.[24] That is also the court in which they filed 33 separate BVI Actions against 74 defendants, for over $1.45 billion. *See supra* p. 6. And it is the *only* court in the world that is vested with the authority under the BVI Insolvency Act to exercise its discretion to grant the statutory remedy for the BVI Insolvency Claims. *See* Consolidated Brief at 69-70. Thus, even if this Court, after adjudicating the merits of those BVI statutory claims, found that any redemptions constituted undervalue transactions or preferences, the parties would be required to participate in a second round of litigation in the BVI on the remedy issue; by contrast, this could all be accomplished in a single proceeding in (and only in) the BVI. *See id.* Requiring duplicative proceedings is the very opposite of making the "trial of a case easy, expeditious and inexpensive." *Iragorri*, 274 F.3d at 74 (citation omitted). These factors favor FNC dismissal.

[24] Liquidator Kenneth Krys, in support of the Chapter 15 petition, declared that "the Liquidators must apply to the BVI Court through our BVI counsel to undertake anything of significance in connection with the Debtors' liquidations." Kenneth Krys Decl. in Further Supp. of Debtors' Pets. ¶ 22, *In re Fairfield Sentry Ltd*., Case No. 10-13164 (SMB) (July 16, 2010), ECF No. 40.

Likewise, with regard to sources of proof, "given that virtually everything and everyone related to this case is located abroad, the private interest factors favor dismissal." *Saud*, 2007 WL 4457441, at *4. The Liquidators have attempted to place the acts, knowledge and intent of employees of Citco, a third party, at the heart of their proposed amended claims.[25] Citco (comprising a Dutch company and its Canadian subsidiary) lies beyond the subpoena power of a U.S. court,[26] although it has contractually submitted to jurisdiction in the BVI, where the Liquidators may be able to take advantage of provisions in the BVI law administration agreements between the Fairfield Funds and Citco to obtain access to documents in Citco's possession.[27] As for the costs of obtaining the attendance of witnesses from other countries, there is no meaningful difference between this Court and the BVI. *Saud*, 2007 WL 4457441, at *4.[28] Nor is there any reason to believe that a U.S. judgment would be any more readily enforced than a BVI judgment in other countries where Defendants are located. Accordingly, no private interest factors favor this forum, while several support the alternative BVI forum.

[25] For the reasons stated in the Consolidated Brief (at 44-55), the Liquidators are estopped from raising Citco's alleged bad faith and that subject is in any event entirely irrelevant to the issues in the Actions.

[26] *Cf. Bancredit Cayman*, 2008 WL 5396618, at *6 (noting that non-party witnesses and documents in various countries not subject to compulsion in the proposed alternative forum "are also beyond the compulsory process of this Court").

[27] *Anwar v. Fairfield Greenwich Ltd.*, No. 09-civ-0118 (VM) (S.D.N.Y. Apr. 24, 2009), ECF Nos. 331-2 and 331-3 (Sentry-Citco and Sigma-Citco Administration Agreements) §§ 8.1 (Funds are the exclusive owners of "all Records received or prepared by [Citco] in connection with performances of" Citco's services as administrator), 12.2 (Citco's submission to BVI jurisdiction and governing law)).

[28] In *Saud*, Judge Buchwald rejected plaintiff's "argument that it would be more convenient for the witnesses to travel to New York than to the [BVI]," explaining that "[i]t cannot be disputed that it is not a transportation challenge to travel to the [BVI]. As such, the relative ease of travel from the Middle East to New York is not significant." 2007 WL 4457441, at *4.

The overall balance is not even close: no *Gilbert* factors favor keeping the Actions in the United States.[29] All of the public interest *Gilbert* factors weigh heavily in favor of dismissal. Some of the private interest factors are neutral, but the others all support dismissal.

CONCLUSION

For the foregoing reasons, the BVI is plainly "the more appropriate and convenient forum for adjudicating the controversy." *Sinochem*, 549 U.S. at 425. This Court should therefore deny Plaintiffs' motions for leave to amend and dismiss their Complaints on *forum non conveniens* grounds, to the extent it has not done so on the basis of the threshold U.S.-law arguments set forth in the Consolidated Brief.

Dated: New York, New York
January 27, 2017

Respectfully submitted,

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[ADDITIONAL COUNSEL LISTED ON EXHIBIT D]

[29] The arguments for FNC dismissal presented here apply equally to the majority of foreign defendants and the much smaller number of U.S. defendants. FNC dismissal in favor of a foreign forum may be available to domestic defendants. *See, e.g., Piper*, 454 U.S. at 239 (FNC dismissal was proper even though defendants were U.S. companies whose manufacturing activities took place in the U.S.); *Pollux*, 329 F.3d at 74 (rejecting plaintiff's argument that deference was due its selection of defendant's home jurisdiction where that was not the most convenient forum).

Exhibit A
FNC Defendants[1]

	Case No.	Case Name	Defendant Name
1.	Adv. Pro. 10-03496	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Theodoor GGC Amsterdam, et al.*	Theodoor Gilissen Global Custody N.V.
2.	Adv. Pro. 10-03502	*Fairfield Sentry Ltd. (In Liquidation), et al. v. RBC Dominion Securities Sub A/C, et al.*	RBC Dominion Securities
3.	Adv. Pro. 10-03504	*Fairfield Sentry Ltd. (In Liquidation), et al. v. FS ABN AMRO Global Custody, et al.*	FS ABN AMRO Global Custody
4.	Adv. Pro. 10-03505	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Privee Edmond De Rothschild (Europe), et al.*	Banque Privee Edmond de Rothschild (Europe)
5.	Adv. Pro. 10-03505	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Privee Edmond De Rothschild (Europe), et al.*	Standard Chartered International (USA) Ltd.
6.	Adv. Pro. 10-03514	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Piguet & Cie S.A., et al.*	Banque Piguet & Cie SA
7.	Adv. Pro. 10-03515	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria S.A., et al.*	Banco Bilbao Vizcaya Argentaria, S.A.
8.	Adv. Pro. 10-03515	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria S.A., et al.*	Banco Bilbao Vizcaya Argentaria (Portugal) S.A.

[1] The names of defendants included in this Exhibit, as well as in Exhibits B and C, reflect parties named as defendants by the Liquidators in the relevant Complaints (or to the extent there has been an update to the docket in a particular Action changing the name of a defendant, the updated defendant name) (the "As-Named Defendants"). The inclusion of the As-Named Defendants in this Exhibit or any other Exhibit is not and shall not be construed as an acknowledgement that any such As-Named Defendants are cognizable legal entities or as a waiver of any substantive or procedural rights and remedies by any such As-Named Defendants, all of which are hereby expressly reserved.

	Case No.	Case Name	Defendant Name
9.	Adv. Pro. 10-03515	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria S.A., et al.*	BBVA Miami
10.	Adv. Pro. 10-03515	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria S.A., et al.*	BBVA Grand Cayman
11.	Adv. Pro. 10-03515	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria S.A., et al.*	BBVA Fundas Privanza
12.	Adv. Pro. 10-03516	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch, Pierce, Fenner & Smith, Inc., et al.*	Merrill Lynch, Pierce, Fenner & Smith, Inc.
13.	Adv. Pro. 10-03595	*Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al.*	SG Private Banking (Suisse) SA
14.	Adv. Pro. 10-03615	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank of America National Trust and Savings Association, et al.*	Bank of America National Trust and Savings Association
15.	Adv. Pro. 10-03618	*Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/BBVA Miami, et al.*	BBVA Miami
16.	Adv. Pro. 10-03620	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse International, et al.*	Credit Suisse International
17.	Adv. Pro. 10-03624	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank Luxembourg, et al.*	Natixis S.A. or its predecessors in interest as the owner/operator of certain accounts named as defendants
18.	Adv. Pro. 10-03625	*Fairfield Sentry Ltd. (In Liquidation), et al. v. EFG Bank, et al.*	EFG Bank a/k/a EFG Bank AG and/or EFG Bank SA
19.	Adv. Pro. 10-03634	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.*	EFG Bank f/k/a EFG Private Bank SA

	Case No.	Case Name	Defendant Name
20.	Adv. Pro. 10-03634	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.*	Merrill Lynch Bank
21.	Adv. Pro. 10-03634	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.*	Zurich Capital Markets Company
22.	Adv. Pro. 10-03634	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.*	ZCM Asset Holding Co. Bermuda
23.	Adv. Pro. 10-03634	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.*	ZCM Matched Funding Corp.
24.	Adv. Pro. 10-03634	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.*	Compagnie Bancaire Espirito Santo SA aka Banque Privee Espirito Santo SA
25.	Adv. Pro. 10-03634	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.*	Safra National Bank of New York
26.	Adv. Pro. 10-03634	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.*	Banco Itau Europa Luxembourg
27.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Bank Julius Baer & Co. Ltd.
28.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	EFG Bank f/k/a EFG Bank SA Switzerland
29.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	EFG Bank (Monaco) f/k/a EFG Eurofinanciere D'Invest MCL
30.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	UBS AG Zurich and UBS AG New York
31.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	UBS Jersey Nominees Limited
32.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Lloyds TSB Bank Geneva

	Case No.	Case Name	Defendant Name
33.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	RBS Coutts Bank Ltd. now known as Coutts & Co. Ltd.
34.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Union Bancaire Privee, UBP SA
35.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Clariden Leu Ltd.
36.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Credit Suisse AG Zurich
37.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Banque Pictet & Cie SA
38.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Compagnie Bancaire Helvetique
39.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Rothschild Lugano Dublin a/k/a Banca Privata Edmond de Rothschild Lugano SA
40.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Rothschild Bank AG Zurich (Dublin) a/k/a Rothschild Bank AG
41.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	BCV AMC Defensive Al Fund
42.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Banque Cantonale Vaudoise
43.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Societe Generale Bank & Trust
44.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Rothschild Bank Geneva (Dublin)

	Case No.	Case Name	Defendant Name
45.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Lombard Odier Darier Hentsch & Cie
46.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Bank Sarasin & Cie
47.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	BBVA (Suisse) SA
48.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	RBC Dexia Investor Service Julius Baer SICAV
49.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	EFG Bank f/k/a EFG Bank SA Switzerland
50.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	EFG Bank (Monaco) f/k/a EFG Eurofinanciere D'Invest MCL
51.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	UBS AG Zurich and UBS AG New York
52.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	UBS Jersey Nominees Limited
53.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Lloyds TSB Bank Geneva
54.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	RBS Coutts Bank Ltd. now known as Coutts & Co. Ltd.
55.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Union Bancaire Privee, UBP SA
56.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Bank Julius Baer & Co. Ltd.

	Case No.	Case Name	Defendant Name
57.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Clariden Leu Ltd.
58.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Credit Suisse AG Zurich
59.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Banque Pictet & Cie SA
60.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Compagnie Bancaire Helvetique
61.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Rothschild Lugano Dublin a/k/a Banca Privata Edmond de Rothschild Lugano SA
62.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Rothschild Bank AG Zurich (Dublin) a/k/a Rothschild Bank AG
63.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	BCV AMC Defensive Al Fund
64.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Banque Cantonale Vaudoise
65.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Societe Generale Bank & Trust
66.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Rothschild Bank Geneva (Dublin)
67.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Lombard Odier Darier Hentsch & Cie
68.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Bank Sarasin & Cie

	Case No.	Case Name	Defendant Name
69.	Adv. Pro. 10-03636	Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.	BBVA (Suisse) SA
70.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	RBC Investor Service Julius Baer SICAV
71.	Adv. Pro. 10-03744	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank Trust Company America, et al.*	Deutsche Bank Trust Company Americas
72.	Adv. Pro. 10-03745	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank (Suisse) SA Geneve, et al.*	Deutsche Bank (Suisse) SA Geneve
73.	Adv. Pro. 10-03746	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank (Cayman), et al.*	Deutsche Bank (Cayman)
74.	Adv. Pro. 10-03746	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank (Cayman), et al.*	Sciens CFO Feeder Fund Ltd.
75.	Adv. Pro. 10-03746	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank (Cayman), et al.*	Sciens Global Opportunity Fund
76.	Adv. Pro. 10-03747	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank AG Singapore, et al.*	Deutsche Bank AG Singapore
77.	Adv. Pro. 10-03750	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Blubank Ltd., et al.*	Blubank Ltd. n/k/a Inteligo Bank Ltd.
78.	Adv. Pro. 10-03752	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.*	Brown Brothers Harriman & Co.
79.	Adv. Pro. 10-03752	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.*	SCB Nominees (CI) Ltd.
80.	Adv. Pro. 10-03752	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.*	Bank Boston International Florida
81.	Adv. Pro. 10-03753	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Dresdner Bank LateinAmerika AG, et al.*	UBS Deutschland AG

	Case No.	Case Name	Defendant Name
82.	Adv. Pro. 10-03755	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Itau Europa Luxembourg SA, et al.*	Banco Itau Europa Luxembourg SA
83.	Adv. Pro. 10-03756	*Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/CBESSA, et al.*	FS/CBESSA a/k/a/ Banque Privee Espirito Santo SA f/k/a Compagnie Bancaire Espirito Santo SA
84.	Adv. Pro. 10-03757	*Fairfield Sentry Ltd. (In Liquidation), et al. v. SNS Global Custody B.V. a/k/a SNS Bank N.V., et al.*	SNS Global Custody B.V. a/k/a SNS Bank N.V.
85.	Adv. Pro. 10-03758	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Ltd. Ref Greenlake Arbitrage Fund Ltd., et al.*	UBS Fund Services (Cayman) Limited
86.	Adv. Pro. 10-03764	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Pictet & Cie, et al.*	Banque Pictet & Cie SA
87.	Adv. Pro. 10-03776	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis (Isle of Man) Nominees Ltd. a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Ltd., et al.*	Fortis (Isle of Man) Nominees Limited a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Limited
88.	Adv. Pro. 10-03776	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis (Isle of Man) Nominees Ltd. a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Ltd., et al.*	Odyssey Alternative Fund Ltd.
89.	Adv. Pro. 10-03780	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS AG New York, et al.*	UBS AG New York
90.	Adv. Pro. 10-03782	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Bahamas), et al.*	Credit Suisse (Bahamas) a/k/a Credit Suisse (Bahamas) Limited
91.	Adv. Pro. 10-03782	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Bahamas), et al.*	Credit Suisse AG, Nassau Branch

	Case No.	Case Name	Defendant Name
92.	Adv. Pro. 10-03786	*Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al.*	SG Private Banking (Suisse) SA
93.	Adv. Pro. 10-03787	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Altantico (Gibraltar), et al.*	EFG Bank (Gibraltar) Ltd.
94.	Adv. Pro. 10-03787	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Altantico (Gibraltar), et al.*	European Financial Group EFG SA
95.	Adv. Pro. 10-03787	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Altantico (Gibraltar), et al.*	European Financial Group EFG (Luxembourg) SA
96.	Adv. Pro. 10-03788	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch Bank (Suisse) SA, et al.*	Merrill Lynch Bank (Suisse) SA
97.	Adv. Pro. 10-03792	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ZCM Asset Holding Company (Bermuda) Limited, et al.*	ZCM Asset Holding Company (Bermuda) Ltd.
98.	Adv. Pro. 10-03792	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ZCM Asset Holding Company (Bermuda) Limited, et al.*	Zurich Bank
99.	Adv. Pro. 10-03792	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ZCM Asset Holding Company (Bermuda) Limited, et al.*	American Express Offshore Alternative Investment Fund
100.	Adv. Pro. 10-03793	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Nomura International PLC, et al.*	Nomura International PLC
101.	Adv. Pro. 10-03795	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Lombard Odier Darier Hentsch & Cie, et al.*	Lombard Odier Darier Hentsch & Cie
102.	Adv. Pro. 10-03799	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Hambros Guernsey Nominees, et al.*	Hambros Guernsey Nominees
103.	Adv. Pro. 10-03799	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Hambros Guernsey Nominees, et al.*	SG Hambros Nominees (Jersey)

	Case No.	Case Name	Defendant Name
104.	Adv. Pro. 10-03799	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Hambros Guernsey Nominees, et al.*	SG Hambros Bank (Channel Islands) Limited-Guernsey Branch
105.	Adv. Pro. 10-03799	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Hambros Guernsey Nominees, et al.*	SG Hambros Bank & Trust (Guernsey) Ltd. n/k/a SG Hambros Bank (Channel Islands) Limited
106.	Adv. Pro. 10-03801	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ING Bank (Suisse), et al.*	ING Bank (Suisse) SA, as predecessor to Bank Julius Baer & Co. Ltd.
107.	Adv. Pro. 10-03867	*Fairfield Sentry Ltd. (In Liquidation), et al. v. FS Stichting Stroeve Global Custody, et al.*	FS Stichting Stroeve Global Custody
108.	Adv. Pro. 10-03864	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Natixis Private Banking International SA, et al.*	Natixis Bank, formerly known as Natixis Private Banking International S.A.
109.	Adv. Pro. 10-03868	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Kredietbank SA Luxembourgeoise, et al.*	KBL European Private Bankers S.A. f/k/a Kredietbank SA Luxembourgeoise
110.	Adv. Pro. 10-03871	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank EX-IXIS IS, et al.*	Natixis Multimanager, formerly known as IXIS Private Capital Management ("IPCM")
111.	Adv. Pro. 10-03873	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Bordier & Cie, et al.*	Bordier & Cie
112.	Adv. Pro. 10-04087	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada (Suisse), et al.*	Banque SYZ SA as successor to Royal Bank of Canada (Suisse) S.A.
113.	Adv. Pro. 10-04088	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Luxembourg) SA, et al.*	Credit Suisse (Luxembourg) SA

	Case No.	Case Name	Defendant Name
114.	Adv. Pro. 10-04088	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Luxembourg) SA, et al.*	Leu Prima Global Fund
115.	Adv. Pro. 10-04088	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Luxembourg) SA, et al.*	Prima Global Fund
116.	Adv. Pro. 10-04088	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Luxembourg) SA, et al.*	Leu Performance Fund
117.	Adv. Pro. 10-04094	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Natexis Banques Populaires, et al.*	Natixis S.A. (formerly known as Natexis Banques Populaires) and FCP-BE CAEN
118.	Adv. Pro. 10-04095	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.*	DGAM Alternative Strategy Fund L.P.
119.	Adv. Pro. 10-04095	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.*	DGAM Alternative Strategy Fund II, SPC - Cell A
120.	Adv. Pro. 10-04095	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.*	DGAM Alternative Strategy Fund II, SPC - Cell B
121.	Adv. Pro. 10-04095	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.*	DGAM Asset Allocation Fund L.P.
122.	Adv. Pro. 10-04095	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.*	UBS Fund Services (Cayman) Limited
123.	Adv. Pro. 10-04236	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees, et al.*	Credit Suisse Nominees a/k/a Credit Suisse Nominees (Guernsey) Limited A/C GIB

	Case No.	Case Name	Defendant Name
124.	Adv. Pro. 10-04236	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees, et al.*	Credit Suisse Gibraltar Limited
125.	Adv. Pro. 11-01243	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Julius Baer & Co. Ltd., Zurich, et al.*	Bank Julius Baer & Co. Ltd., Zurich
126.	Adv. Pro. 11-01250	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Luxembourg SA, et al.*	UBS Luxembourg SA
127.	Adv. Pro. 11-01253	*Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/SWEDECLIENT/IAM, et al.*	Swedbank sued as FS/Swedclient/IAM
128.	Adv. Pro. 11-01254	*Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/AEB Lux a/k/a American Express Bank (London), et al.*	AEB LUX a/k/a American Express Bank (London) a/k/a Standard Chartered PLC
129.	Adv. Pro. 11-01256	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque SCS Alliance SA, et al.*	Banque SCS Alliance SA
130.	Adv. Pro. 11-01258	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Ireland) Ltd., et al.*	UBS Fund Services (Ireland) Ltd.
131.	Adv. Pro. 11-01258	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Ireland) Ltd., et al.*	UBS Zurich
132.	Adv. Pro. 11-01259	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Bank (Suisse) SA, et al.*	Barclays Bank (Suisse) SA
133.	Adv. Pro. 11-01462	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Grand Cathay Securities (Hong Kong) Limited, et al.*	Grand Cathay Securities (Hong Kong) Limited
134.	Adv. Pro. 11-01463	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch International, et al.*	Merrill Lynch International
135.	11-01464	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Natixis f/k/a IXIS Corporate and Investment Bank, et al.*	Natixis S.A. (in its own capacity and as successor-in-interest of IXIS Corporate & Investment Bank)

	Case No.	Case Name	Defendant Name
136.	Adv. Pro. 11-01564	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank Nominees (Jersey) Limited, et al.*	Deutsche Bank Nominees (Jersey) Limited
137.	Adv. Pro. 11-01566	*Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/SG Private Banking (Lugano-Svizzera) SA, et al.*	FS/SG Private Banking (Lugano-Svizzera) SA
138.	Adv. Pro. 11-01569	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Degroof Bruxelles, et al.*	Banque Degroof Bruxelles a/k/a Banque Degroof SA Bruxelles
139.	Adv. Pro. 11-01571	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banc of America Securities LLC, et al.*	Banc of America Securities LLC
140.	Adv. Pro. 11-01575	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Industriel et Commercial Singapore Branch, et al.*	Credit Industriel et Commercial Sing. Branch
141.	Adv. Pro. 11-01577	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Cathay Life Insurance Co. Ltd., et al.*	Cathay Life Insurance Company, LTD
142.	Adv. Pro. 11-01578	*Fairfield Sentry Ltd. (In Liquidation), et al. v. NYROY, et al.*	Royal Bank of Canada sued as "NYROY, Royal Bank of Canada"
143.	Adv. Pro. 11-01582	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada (Asia) Limited, et al.*	Royal Bank of Canada (Asia) Limited
144.	Adv. Pro. 11-01584	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Societe Generale Bank & Trust (Luxembourg), et al.*	Societe Generale Bank & Trust (Luxembourg)
145.	Adv. Pro. 11-01585	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque de Reescompte et de Placement, et al.*	Banque de Reescompte et de Placement a/k/a BAREP
146.	Adv. Pro. 11-01586	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Swedbank, et al.*	Swedbank
147.	Adv. Pro. 11-01587	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Bie Bank & Trust Bahamas Ltd., et al.*	BIE Bank & Trust Bahamas Ltd.

	Case No.	Case Name	Defendant Name
148.	Adv. Pro. 11-01600	*Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/BBVA Zurich/Shares, et al.*	BBVA Zurich/Shares
149.	Adv. Pro. 11-01601	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse AG Nassau Branch Wealth Management, et al.*	Credit Suisse AG Nassau Branch Wealth Management
150.	Adv. Pro. 11-01606	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Koch Investment (UK) Company, et al.*	Koch Investment (UK) Company
151.	Adv. Pro. 11-01612	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Sarasin & Cie AG, et al.*	Bank Sarasin & Cie
152.	Adv. Pro. 11-01614	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank Nederland NV, et al.*	Fortis Bank Nederland NV
153.	Adv. Pro. 11-01614	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank Nederland NV, et al.*	IDF Global Fund
154.	Adv. Pro. 11-01619	*Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/NBP Titres, et al.*	NBP Titres
155.	Adv. Pro. 11-02253	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada a/k/a RBC Capital Markets Corporation, et al.*	Royal Bank of Canada a/k/a RBC Capital Markets Corporation
156.	Adv. Pro. 11-02253	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada a/k/a RBC Capital Markets Corporation, et al.*	RBC Dominion Securities, Inc.
157.	Adv. Pro. 11-02336	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Naidot & Co., et al.*	Bessemer Trust Company
158.	Adv. Pro. 11-02336	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Naidot & Co., et al.*	Naidot & Co.
159.	Adv. Pro. 11-02422	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Custody Services N.V. n/k/a ABN AMRO, et al.*	Fortis Global Custody Services N.V. n/k/a ABN AMRO Global Custody Services N.V.

	Case No.	Case Name	Defendant Name
160.	Adv. Pro. 11-02422	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Custody Services N.V. n/k/a ABN AMRO, et al.*	Fortis Bank (Nederland) N.V. n/k/a ABN AMRO Bank N.V.
161.	Adv. Pro. 11-02440	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Sal. Oppenheim Jr. & Cie (Schweiz) AG a/k/a Bank Sal. Oppenheim Jr. & Cie, et al.*	Deutsche Bank (Suisse) SA as successor to Bank Sal Oppenheim Jr. Cie (Schweiz) AG A/K/A Bank Sal. Oppenhiem Jr. & CIE
162.	Adv. Pro. 11-02530	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Avalon Absolute Return Funds PLC, et al.*	Avalon Absolute Return Funds PLC
163.	Adv. Pro. 11-02532	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Deltec Bank & Trust Limited, et al.*	Deltec Bank & Trust Limited
164.	Adv. Pro. 11-02534	*Fairfield Sigma Ltd. (In Liquidation) et al. v. Simgest SpA et al.*	Simgest Spa
165.	Adv. Pro. 11-02612	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees (Guernsey) Limited, et al.*	Credit Suisse Nominees (Guernsey) Limited
166.	Adv. Pro. 11-02613	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Societe Generale Bank & Trust S.A. (Luxembourg), et al.*	Societe Generale Bank & Trust SA (Luxembourg)
167.	Adv. Pro. 12-01119	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank (Nederland) N.V., et al.*	Fortis Bank (Nederland) N.V.
168.	Adv. Pro. 12-01119	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank (Nederland) N.V., et al.*	Sempervirens Capital Management Limited Class E-F Fund
169.	Adv. Pro. 12-01124	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Itau Europa International, et al.*	Banco Itau Europa International
170.	Adv. Pro. 12-01127	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nassau Branch Wealth Management a/k/a Credit Suisse Wealth Management Limited, et al.*	Credit Suisse Nassau Branch Wealth Management a/k/a Credit Suisse Wealth Management Limited

	Case No.	Case Name	Defendant Name
171.	Adv. Pro. 12-01129	*Fairfield Sigma Ltd. (In Liquidation), et al. v. Catalunya Caixa f/k/a Caixa Catalunya a/k/a Caixa D'Estalvis de Catalunya, et al.*	Catalunya Caixa f/k/a Caixa Catalunya a/k/a Caixa D'Estalvis de Catalunya
172.	Adv. Pro. 12-01131	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Rothschild & Cie Banque Paris, et al.*	Rothschild & Cie Banque Paris
173.	Adv. Pro. 12-01132	*Fairfield Sentry Ltd. (In Liquidation), et al. v. RBC Dexia Investor Services Espana S.A.*	RBC Dexia Investor Services España S.A.
174.	Adv. Pro. 12-01134	*Fairfield Sentry Ltd. (In Liquidation), et al. v. SEI Investments Trustee and Custodial Services (Ireland) Ltd. Nominee A/C 1, et al.*	SEI Investments Trustee and Custodial Services (IRELAND) Ltd
175.	Adv. Pro. 12-01134	*Fairfield Sentry Ltd. (In Liquidation), et al. v. SEI Investments Trustee and Custodial Services (Ireland) Ltd. Nominee A/C 1, et al.*	Millennium Multi-Strategy Fund
176.	Adv. Pro. 12-01147	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Degroof Luxembourg, S.A., et al.*	Banque Degroof Luxembourg S.A.
177.	Adv. Pro. 12-01148	*Fairfield Sigma Ltd. (In Liquidation), et al. v. Banca Popolare Dell'Alto Adige Soc. Coop. Resp. Lim., et al.*	Banca Popolare dell' Alto Adige Soc. Coop. Resp. Lim.
178.	Adv. Pro. 12-01162	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Delta S.P.A., et al.*	Delta S.P.A.
179.	Adv. Pro. 12-01264	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Jared Trading Limited/BVI et al.*	Jared Trading Limited/BVI
180.	Adv. Pro. 12-01265	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Bank SA Madrid, et al.*	Barclays Bank SA Madrid
181.	Adv. Pro. 12-01271	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Hontai Life Insurance Company Limited, et al.*	Hontai Life Insurance Company Limited
182.	Adv. Pro. 12-01294	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Alok Sama, et al.*	RBC Dexia Investor Services Bank, S.A.

	Case No.	Case Name	Defendant Name
183.	Adv. Pro. 12-01295	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Sarasin & Cie a/k/a Bank Sarasin & Co., et al.*	Bank Sarasin & Cie AG
184.	Adv. Pro. 12-01301	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Unicorp Bank & Trust Limited, et al.*	Unicorp Bank & Trust Limited
185.	Adv. Pro. 12-01568	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Custody Services NV, et al.*	Fortis Global Custody Services NV
186.	Adv. Pro. 12-01571	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank Cayman Limited n/k/a ABN AMRO Fund Services Bank (Cayman) Limited, et al.*	Fortis Bank Cayman Limited n/k/a ABN AMRO Fund Services Bank (Cayman) Limited
187.	Adv. Pro. 12-01599	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Private Bank & Trust (Channel Islands) Limited, et al.*	Barclays Private Bank & Trust (Channel Islands) Limited
188.	Adv. Pro. 12-01600	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Hyposwiss Private Bank Geneve F/K/A Anglo Irish Bank (Suisse), S.A. et al.*	Hyposwiss Private Bank Geneve SA
189.	Adv. Pro. 16-01214	*Fairfield Sentry Ltd. (In Liquidation), et al. v. RBC Investor Services Bank SA, et al.*	RBC Dexia Investor Services Bank, S.A.

Exhibit B
Foreign FNC Defendants[1]

	Case No.	Case Name	Foreign Defendant
1.	Adv. Pro. 10-03496	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Theodoor GGC Amsterdam, et al.*	Theodoor Gilissen Global Custody N.V.
2.	Adv. Pro. 10-03502	*Fairfield Sentry Ltd. (In Liquidation), et al. v. RBC Dominion Securities Sub A/C, et al.*	RBC Dominion Securities
3.	Adv. Pro. 10-03504	*Fairfield Sentry Ltd. (In Liquidation), et al. v. FS ABN AMRO Global Custody, et al.*	FS ABN AMRO Global Custody
4.	Adv. Pro. 10-03505	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Privee Edmond De Rothschild (Europe), et al.*	Banque Privee Edmond de Rothschild (Europe)
5.	Adv. Pro. 10-03514	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Piguet & Cie S.A., et al.*	Banque Piguet & Cie SA
6.	Adv. Pro. 10-03515	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria S.A., et al.*	Banco Bilbao Vizcaya Argentaria, S.A.
7.	Adv. Pro. 10-03515	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria S.A., et al.*	Banco Bilbao Vizcaya Argentaria (Portugal) S.A.
8.	Adv. Pro. 10-03515	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria S.A., et al.*	BBVA Grand Cayman

[1] Foreign FNC Defendants that are identified with "†" include those who are alleged in the relevant Complaint filed in this Action to have been incorporated in the U.S. and/or had their principal places of business ("PPOB") in the U.S., but nonetheless may raise arguments to the contrary, either in the supplemental memoranda of law to be filed before or on January 27, 2017 or otherwise. For the avoidance of doubt, the exclusion of any defendant in the Actions from this Exhibit shall not be construed either as an acknowledgement that any such defendant was incorporated in the U.S. or had its PPOB in the U.S. or as a waiver of their rights to contend that the Liquidators' allegations in respect of their place of incorporation or PPOB were in error, inadequately pled, or otherwise insufficient for conferring personal jurisdiction over them.

	Case No.	Case Name	Foreign Defendant
9.	Adv. Pro. 10-03515	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Bilbao Vizcaya Argentaria S.A., et al.*	BBVA Fundas Privanza
10.	Adv. Pro. 10-03595	*Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse), et al.*	SG Private Banking (Suisse) SA
11.	Adv. Pro. 10-03620	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse*	Credit Suisse International
12.	Adv. Pro. 10-03624	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank Luxembourg, et al.*	Natixis S.A. or its predecessors in interest as the owner/operator of certain accounts named as defendants
13.	Adv. Pro. 10-03625	*Fairfield Sentry Ltd. (In Liquidation), et al. v. EFG Bank, et al.*	EFG Bank a/k/a EFG Bank AG and/or EFG Bank SA
14.	Adv. Pro. 10-03634	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.*	EFG Bank f/k/a EFG Private Bank SA
15.	Adv. Pro. 10-03634	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.*	Merrill Lynch Bank
16.	Adv. Pro. 10-03634	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.*	Zurich Capital Markets Company
17.	Adv. Pro. 10-03634	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.*	ZCM Asset Holding Co. Bermuda
18.	Adv. Pro. 10-03634	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.*	Compagnie Bancaire Espirito Santo SA aka Banque Privee Espirito Santo SA

	Case No.	Case Name	Foreign Defendant
19.	Adv. Pro. 10-03634	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.*	Banco Itau Europa Luxembourg
20.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	EFG Bank f/k/a EFG Bank SA Switzerland
21.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	EFG Bank (Monaco) f/k/a EFG Eurofinanciere D'Invest MCL
22.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	UBS AG Zurich and UBS AG New York†
23.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	UBS Jersey Nominees Limited
24.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Lloyds TSB Bank Geneva
25.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	RBS Coutts Bank Ltd. now known as Coutts & Co. Ltd.
26.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Union Bancaire Privee, UBP SA
27.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Clariden Leu Ltd.
28.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Credit Suisse AG Zurich
29.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Banque Pictet & Cie SA
30.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Compagnie Bancaire Helvetique

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31.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Rothschild Lugano Dublin a/k/a Banca Privata Edmond de Rothschild Lugano SA
32.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Bank Julius Baer & Co. Ltd.
33.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Rothschild Bank AG Zurich (Dublin) a/k/a Rothschild Bank AG
34.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	BCV AMC Defensive Al Fund
35.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Banque Cantonale Vaudoise
36.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Societe Generale Bank & Trust
37.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Rothschild Bank Geneva (Dublin)
38.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Lombard Odier Darier Hentsch & Cie
39.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Bank Sarasin & Cie
40.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	BBVA (Suisse) SA
41.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	RBC Dexia Investor Service Julius Baer SICAV
42.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	EFG Bank f/k/a EFG Bank SA Switzerland

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43.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	EFG Bank (Monaco) f/k/a EFG Eurofinanciere D'Invest MCL
44.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	UBS AG Zurich and UBS AG New York†
45.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	UBS Jersey Nominees Limited
46.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Lloyds TSB Bank Geneva
47.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	RBS Coutts Bank Ltd. now known as Coutts & Co. Ltd.
48.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Union Bancaire Privee, UBP SA
49.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Bank Julius Baer & Co. Ltd.
50.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Clariden Leu Ltd.
51.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Credit Suisse AG Zurich
52.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Banque Pictet & Cie SA
53.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Compagnie Bancaire Helvetique

	Case No.	Case Name	Foreign Defendant
54.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Rothschild Lugano Dublin a/k/a Banca Privata Edmond de Rothschild Lugano SA
55.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Rothschild Bank AG Zurich (Dublin) a/k/a Rothschild Bank AG
56.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	BCV AMC Defensive Al Fund
57.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Banque Cantonale Vaudoise
58.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Societe Generale Bank & Trust
59.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Rothschild Bank Geneva (Dublin)
60.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Lombard Odier Darier Hentsch & Cie
61.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Bank Sarasin & Cie
62.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	BBVA (Suisse) SA
63.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	RBC Dexia Investor Service Julius Baer SICAV
64.	Adv. Pro. 10-03745	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank (Suisse) SA Geneve, et al*	Deutsche Bank (Suisse) SA Geneve
65.	Adv. Pro. 10-03746	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank (Cayman), et al.*	Deutsche Bank (Cayman)

	Case No.	Case Name	Foreign Defendant
66.	Adv. Pro. 10-03746	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank (Cayman), et al.*	Sciens CFO Feeder Fund Ltd.
67.	Adv. Pro. 10-03746	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank (Cayman), et al.*	Sciens Global Opportunity Fund
68.	Adv. Pro. 10-03747	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank AG Singapore, et al*	Deutsche Bank AG Singapore
69.	Adv. Pro. 10-03750	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Blubank Ltd., et al.*	Blubank Ltd. n/k/a Inteligo Bank Ltd.
70.	Adv. Pro. 10-03752	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Brown Brothers Harriman & Co., et al.*	SCB Nominees (CI) Ltd.
71.	Adv. Pro. 10-03753	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Dresdner Bank LateinAmerika AG, et al.*	UBS Deutschland AG
72.	Adv. Pro. 10-03755	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Itau Europa Luxembourg SA et al.*	Banco Itau Europa Luxembourg SA
73.	Adv. Pro. 10-03756	*Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/CBESSA, et al.*	FS/CBESSA a/k/a/ Banque Privee Espirito Santo SA f/k/a Compagnie Bancaire Espirito Santo SA
74.	Adv. Pro. 10-03757	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fairfiled Sentry Ltd. (In Liquidation), et al. v. SNS Global Custoday B.V. a/k/a SNS Bank N.V., et al.*	SNS Global Custody B.V. a/k/a SNS Bank N.V.
75.	Adv. Pro. 10-03758	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Ltd. Ref Greenlake Arbitrage Fund Ltd., et al.*	UBS Fund Services (Cayman) Limited
76.	Adv. Pro. 10-03764	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Pictet & Cie, et al.*	Banque Pictet & Cie SA

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77.	Adv. Pro. 10-03776	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis (Isle of Man) Nominees Ltd. a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Ltd., et al.*	Fortis (Isle of Man) Nominees Limited a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Limited
78.	Adv. Pro. 10-03776	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis (Isle of Man) Nominees Ltd. a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Ltd., et al.*	Odyssey Alternative Fund Ltd.
79.	Adv. Pro. 10-03780	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS AG New York, et al.*	UBS AG New York†
80.	Adv. Pro. 10-03782	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Bahamas)*	Credit Suisse (Bahamas) a/k/a Credit Suisse (Bahamas) Limited
81.	Adv. Pro. 10-03782	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Bahamas)*	Credit Suisse AG, Nassau Branch
82.	Adv. Pro. 10-03786	*Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al*	SG Private Banking (Suisse) SA
83.	Adv. Pro. 10-03787	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Altantico (Gibraltar), et al.*	EFG Bank (Gibraltar) Ltd.
84.	Adv. Pro. 10-03787	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Altantico (Gibraltar), et al.*	European Financial Group EFG SA
85.	Adv. Pro. 10-03787	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banco Altantico (Gibraltar), et al.*	European Financial Group EFG (Luxembourg) SA
86.	Adv. Pro. 10-03788	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch Bank (Suisse) SA, et al.*	Merrill Lynch Bank (Suisse) SA

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87.	Adv. Pro. 10-03792	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ZCM Asset Holding Company (Bermuda) Limited, et al.*	ZCM Asset Holding Company (Bermuda) Ltd.
88.	Adv. Pro. 10-03792	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ZCM Asset Holding Company (Bermuda) Limited, et al.*	Zurich Bank
89.	Adv. Pro. 10-03792	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ZCM Asset Holding Company (Bermuda) Limited, et al.*	American Express Offshore Alternative Investment Fund
90.	Adv. Pro. 10-03793	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Nomura International PLC, et al.*	Nomura International PLC
91.	Adv. Pro. 10-03795	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Lombard Odier Darier Hentsch & Cie, et al.*	Lombard Odier Darier Hentsch & Cie
92.	Adv. Pro. 10-03799	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Hambros Guernsey Nominees, et al.*	Hambros Guernsey Nominees
93.	Adv. Pro. 10-03799	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Hambros Guernsey Nominees, et al.*	SG Hambros Nominees (Jersey)
94.	Adv. Pro. 10-03799	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Hambros Guernsey Nominees, et al.*	SG Hambros Bank (Channel Islands) Limited-Guernsey Branch
95.	Adv. Pro. 10-03799	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Hambros Guernsey Nominees, et al.*	SG Hambros Bank & Trust (Guernsey) Ltd. n/k/a SG Hambros Bank (Channel Islands) Limited

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96.	Adv. Pro. 10-03801	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ING Bank (Suisse), et al.*	ING Bank (Suisse) SA, as predecessor to Bank Julius Baer & Co. Ltd.
97.	Adv. Pro. 10-03864	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Natixis Private Banking International SA, et al.*	Natixis Bank, formerly known as Natixis Private Banking International S.A.
98.	Adv. Pro. 10-03867	*Fairfield Sentry Ltd. (In Liquidation), et al. v. FS Stichting Stroeve Global Custody, et al.*	FS Stichting Stroeve Global Custody
99.	Adv. Pro. 10-03868	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Kredietbank SA Luxembourgeoise, et al.*	KBL European Private Bankers S.A. f/k/a Kredietbank SA Luxembourgeoise
100.	Adv. Pro. 10-03871	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Caceis Bank EX-IXIS IS, et al.*	Natixis Multimanager, formerly known as IXIS Private Capital Management ("IPCM")
101.	Adv. Pro. 10-03873	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Border & Cie, et al.*	Bordier & Cie
102.	Adv. Pro. 10-04087	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada (Suisse), et al.*	Banque SYZ SA as successor to Royal Bank of Canada (Suisse) S.A.
103.	Adv. Pro. 10-04088	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Luxembourg) SA, et al.*	Credit Suisse (Luxembourg) SA
104.	Adv. Pro. 10-04088	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Luxembourg) SA, et al.*	Leu Prima Global Fund

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105.	Adv. Pro. 10-04088	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Luxembourg) SA, et al.*	Prima Global Fund
106.	Adv. Pro. 10-04088	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Luxembourg) SA, et al.*	Leu Performance Fund
107.	Adv. Pro. 10-04094	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Natexis Banques Populaires, et al.*	Natixis S.A. (formerly known as Natexis Banques Populaires) and FCP-BE CAEN
108.	Adv. Pro. 10-04095	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.*	DGAM Alternative Strategy Fund L.P.
109.	Adv. Pro. 10-04095	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.*	DGAM Alternative Strategy Fund II, SPC - Cell A
110.	Adv. Pro. 10-04095	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.*	DGAM Alternative Strategy Fund II, SPC - Cell B
111.	Adv. Pro. 10-04095	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.*	DGAM Asset Allocation Fund L.P.
112.	Adv. Pro. 10-04095	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Cayman) Limited, et al.*	UBS Fund Services (Cayman) Limited
113.	Adv. Pro. 10-04236	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees, et al.*	Credit Suisse Nominees a/k/a Credit Suisse Nominees (Guernsey) Limited A/C GIB

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114.	Adv. Pro. 10-04236	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees, et al.*	Credit Suisse Gibraltar Limited
115.	Adv. Pro. 11-01243	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Julius Baer & Co. Ltd., Zurich, et al.*	Bank Julius Baer & Co. Ltd., Zurich
116.	11-01253	*Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/SWEDECLIENT/IAM, et al.*	Swedbank sued as FS/Swedclient/IAM
117.	Adv. Pro. 11-01250	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Luxembourg SA, et al.*	UBS Luxembourg SA
118.	Adv. Pro. 11-01254	*Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/AEB Lux a/k/a American Express Bank (London), et al.*	AEB LUX a/k/a American Express Bank (London) a/k/a Standard Chartered PLC
119.	Adv. Pro. 11-01256	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque SCS Alliance SA*	Banque SCS Alliance SA
120.	Adv. Pro. 11-01258	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Ireland) Ltd., et al.*	UBS Fund Services (Ireland) Ltd.
121.	Adv. Pro. 11-01258	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Fund Services (Ireland) Ltd., et al.*	UBS Zurich
122.	Adv. Pro. 11-01259	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Bank (Suisse) SA, et al.*	Barclays Bank (Suisse) SA
123.	Adv. Pro. 11-01462	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Grand Cathay Securities (Hong Kong) Limited, et al.*	Grand Cathay Securities (Hong Kong) Limited
124.	Adv. Pro. 11-01463	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Merrill Lynch International, et al.*	Merrill Lynch International

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125.	11-01464	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Natixis f/k/a IXIS Corporate and Investment Bank, et al.*	Natixis S.A. (in its own capacity and as successor-in-interest of IXIS Corporate & Investment Bank)
126.	Adv. Pro. 11-01564	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank Nominees (Jersey) Limited, et al.*	Deutsche Bank Nominees (Jersey) Limited
127.	Adv. Pro. 11-01566	*Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/SG Private Banking (Lugano-Svizzera) SA, et al.*	FS/SG Private Banking (Lugano-Svizzera) SA
128.	Adv. Pro. 11-01569	*Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/Banque Degroof Bruxelles, et al.*	Banque Degroof Bruxelles a/k/a Banque Degroof SA Bruxelles
129.	Adv. Pro. 11-01575	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Industriel et Commercial Singapore Branch, et al.*	Credit Industriel et Commercial Sing. Branch
130.	Adv. Pro. 11-01577	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Cathay Life Insurance Co. Ltd., et al.*	Cathay Life Insurance Company, LTD
131.	Adv. Pro. 11-01582	*al. Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada (Asia) Limited, et*	Royal Bank of Canada (Asia) Limited
132.	Adv. Pro. 11-01584	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Societe Generale Bank & Trust (Luxembourg), et al.*	Societe Generale Bank & Trust (Luxembourg)
133.	Adv. Pro. 11-01585	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque de Reescompte et de Placement, et al.*	Banque de Reescompte et de Placement a/k/a BAREP
134.	Adv. Pro. 11-01586	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Swedbank, et al.*	Swedbank

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135.	Adv. Pro. 11-01587	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Bie Bank & Trust Bahamas Ltd., et al.*	BIE Bank & Trust Bahamas Ltd.
136.	Adv. Pro. 11-01600	*Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/BBVA Zurich/Shares, et al.*	BBVA Zurich/Shares
137.	Adv. Pro. 11-01601	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse AG Nassau Branch Wealth Management, et al.*	Credit Suisse AG Nassau Branch Wealth Management
138.	Adv. Pro. 11-01606	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Koch Investment (UK) Company, et al.*	Koch Investment (UK) Company
139.	Adv. Pro. 11-01612	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Sarasin & Cie AG, et al.*	Bank Sarasin & Cie
140.	Adv. Pro. 11-01614	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank Nederland NV, et al.*	Fortis Bank Nederland NV
141.	Adv. Pro. 11-01614	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank Nederland NV, et al.*	IDF Global Fund
142.	11-01619	*Fairfield Sentry Ltd. (In Liquidation), et al. v. FS/NBP Titres, et al.*	NBP Titres
143.	Adv. Pro. 11-02253	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Royal Bank of Canada a/k/a RBC Capital Markets Corporation, et al.*	RBC Dominion Securities, Inc.
144.	Adv. Pro. 11-02336	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Naidot & Co., et al.*	Naidot & Co.†
145.	Adv. Pro. 11-02422	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Custody Services N.V. n/k/a ABN AMRO, et al.*	Fortis Global Custody Services N.V. n/k/a ABN AMRO Global Custody Services N.V.

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146.	Adv. Pro. 11-02422	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Custody Services N.V. n/k/a ABN AMRO, et al.*	Fortis Bank (Nederland) N.V. n/k/a ABN AMRO Bank N.V.
147.	Adv. Pro. 11-02440	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Sal. Oppenheim Jr. & Cie (Schweiz) AG a/k/a Bank Sal. Oppenheim Jr. & Cie, et al.*	Deutsche Bank (Suisse) SA as successor to Bank Sal Oppenheim Jr. Cie (Schweiz) AG A/K/A Bank Sal. Oppenhiem Jr. & CIE
148.	Adv. Pro. 11-02530	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Avalon Absolute Return Funds PLC, et al.*	Avalon Absolute Return Funds PLC
149.	Adv. Pro. 11-02532	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Deltec Bank & Trust Limited, et al.*	Deltec Bank & Trust Limited
150.	Adv. Pro. 11-02534	*Fairfield Sigma Ltd. (In Liquidation) et al. v. Simgest SpA et al.*	Simgest Spa
151.	Adv. Pro. 11-02612	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees (Guernsey) Limited, et al*	Credit Suisse Nominees (Guernsey) Limited
152.	Adv. Pro. 11-02613	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Societe Generale Bank & Trust S.A. (Luxembourg), et al.*	Societe Generale Bank & Trust SA (Luxembourg)
153.	Adv. Pro. 12-01119	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank (Nederland) N.V., et al.*	Fortis Bank (Nederland) N.V.
154.	Adv. Pro. 12-01119	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank (Nederland) N.V., et al.*	Sempervirens Capital Management Limited Class E-F Fund
155.	Adv. Pro. 12-01127	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse NNassau Branch Wealth Management Limited, et al.*	Credit Suisse Nassau Branch Wealth Management a/k/a Credit Suisse Wealth Management Limited

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156.	Adv. Pro. 12-01129	*Fairfield Sigma Ltd. (In Liquidation), et al. v. Catalunya Caixa f/k/a Caixa Catalunya a/k/a Caixa D'Estalvis de Catalunya, et al.*	Catalunya Caixa f/k/a Caixa Catalunya a/k/a Caixa D'Estalvis de Catalunya
157.	Adv. Pro. 12-01131	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Rothschild & Cie Banque Paris, et al.*	Rothschild & Cie Banque Paris
158.	Adv. Pro. 12-01132	*Fairfield Sentry Ltd. (In Liquidation), et al. v. RBC Dexia Investor Services Espana S.A.*	RBC Dexia Investor Services Bank España S.A.
159.	Adv. Pro. 12-01134	*Fairfield Sentry Ltd. (In Liquidation) et al. v. SEI Investments Trustee and Custodial Services (Ireland) Ltd. Nominee A/C 1, et al.*	SEI Investments Trustee and Custodial Services (IRELAND) Ltd
160.	Adv. Pro. 12-01134	*Fairfield Sentry Ltd. (In Liquidation) et al. v. SEI Investments Trustee and Custodial Services (Ireland) Ltd. Nominee A/C 1, et al.*	Millennium Multi-Strategy Fund
161.	Adv. Pro. 12-01147	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Banque Degroof Luxembourg S.A., et al*	Banque Degroof Luxembourg S.A.
162.	Adv. Pro. 12-01148	*Fairfield Sigma Ltd. (In Liquidation), et al. v. Banca Popolare Dell'Alto Adige Soc. Coop. Resp. Lim., et al.*	Banca Popolare dell' Alto Adige Soc. Coop. Resp. Lim.
163.	Adv. Pro. 12-01162	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Delta S.P.A., et al.*	Delta S.P.A.
164.	Adv. Pro. 12-01264	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Jared Trading Limited/BVI et al.*	Jared Trading Limited/BVI
165.	Adv. Pro. 12-01265	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays S.A. Madrid, et al.*	Barclays Bank SA Madrid
166.	Adv. Pro. 12-01271	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Hontai Life Insurance Company Limited, et al.*	Hontai Life Insurance Company Limited
167.	Adv. Pro. 12-01294	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Alok Sama, et al.*	RBC Dexia Investor Services Bank, S.A.

	Case No.	Case Name	Foreign Defendant
168.	Adv. Pro. 12-01295	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Sarasin & Cie a/k/a Bank Sarasin & Co., et al.*	Bank Sarasin & Cie AG
169.	Adv. Pro. 12-01301	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Unicorp Bank & Trust Limited, et al.*	Unicorp Bank & Trust Limited
170.	Adv. Pro. 12-01568	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Global Custody Services NV, et al.*	Fortis Global Custody Services NV
171.	Adv. Pro. 12-01571	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis Bank Cayman Limited n/k/a ABN AMRO Fund Services Bank (Cayman) Limited, et al.*	Fortis Bank Cayman Limited n/k/a ABN AMRO Fund Services Bank (Cayman) Limited
172.	Adv. Pro. 12-01599	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Private Bank & Trust (Channel Islands) Limited, et al.*	Barclays Private Bank & Trust (Channel Islands) Limited
173.	Adv. Pro. 12-01600	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Hyposwiss Private Bank Geneve F/K/A Anglo Irish Bank (Suisse), S.A. et al.*	Hyposwiss Private Bank Geneve SA
174.	Adv. Pro. 16-01214	*Fairfield Sentry Ltd. (In Liquidation), et al. v. RBC Investor Services Bank SA, et al.*	RBC Dexia Investor Services Bank S.A.

Exhibit C
FNC Defendants Sued in BVI Actions

	Case No.	Case Name	Defendant
1.	Adv. Pro. 10-03595	*Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al.*	SG Private Banking (Suisse) SA
2.	Adv. Pro. 10-03625	*Fairfield Sentry Ltd. (In Liquidation), et al. v. EFG Bank et al.*	EFG Bank a/k/a EFG Bank AG and/or EFG Bank SA
3.	Adv. Pro. 10-03634	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.*	EFG Bank f/k/a EFG Private Bank SA
4.	Adv. Pro. 10-03634	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Zurich Capital Markets Company, et al.*	ZCM Asset Holding Co. Bermuda
5.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	EFG Bank f/k/a EFG Bank SA Switzerland
6.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	UBS AG Zurich and UBS AG New York
7.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Lloyds TSB Bank Geneva
8.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Banque Pictet & Cie SA
9.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Lombard Odier Darier Hentsch & Cie
10.	Adv. Pro. 10-03635	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Bank Julius Baer & Co. Ltd.
11.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	EFG Bank f/k/a EFG Bank SA Switzerland

	Case No.	Case Name	Defendant
12.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	UBS AG Zurich and UBS AG New York
13.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Lloyds TSB Bank Geneva
14.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Bank Julius Baer & Co. Ltd.
15.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Banque Pictet & Cie SA
16.	Adv. Pro. 10-03636	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ABN AMRO Schweiz AG, et al.*	Lombard Odier Darier Hentsch & Cie
17.	Adv. Pro. 10-03745	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank (Suisse) SA Geneve, et al.*	Deutsche Bank (Suisse) SA Geneve
18.	Adv. Pro. 10-03757	*Fairfield Sentry Ltd. (In Liquidation), et al. v. SNS Global Custody B.V. a/k/a SNS Bank N.V., et al.*	SNS Global Custody B.V. a/k/a SNS Bank N.V.
19.	Adv. Pro. 10-03744	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Deutsche Bank Trust Company America, et al.*	Deutsche Bank Trust Company Americas
20.	Adv. Pro. 10-03764	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Pictet & Cie, et al.*	Banque Pictet & Cie SA
21.	Adv. Pro. 10-03776	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis (Isle of Man) Nominees Ltd. a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Ltd.*	Fortis (Isle of Man) Nominees Limited a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Limited
22.	Adv. Pro. 10-03776	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Fortis (Isle of Man) Nominees Ltd. a/k/a ABN AMRO Fund Services (Isle of Man) Nominees Ltd.*	Odyssey Alternative Fund Ltd.

	Case No.	Case Name	Defendant
23.	Adv. Pro. 10-03780	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS AG New York, et al.*	UBS AG New York
24.	Adv. Pro. 10-03782	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Bahamas), et al.*	Credit Suisse AG, Nassau Branch
25.	Adv. Pro. 10-03786	*Fairfield Sentry Ltd. (In Liquidation), et al. v. SG Private Banking (Suisse) SA, et al.*	SG Private Banking (Suisse) SA
26.	Adv. Pro. 10-03792	*Fairfield Sentry Ltd. (In Liquidation), et al. v. ZCM Asset Holding Company (Bermuda) Limited, et al.*	ZCM Asset Holding Company (Bermuda) Ltd.
27.	Adv. Pro. 10-03795	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Lombard Odier Darier Hentsch & Cie, et al.*	Lombard Odier Darier Hentsch & Cie
28.	Adv. Pro. 10-03868	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Kredietbank SA Luxembourgeoise, et al.*	KBL European Private Bankers S.A. f/k/a Kredietbank SA Luxembourgeoise
29.	Adv. Pro. 10-04088	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse (Luxembourg) SA, et al.*	Credit Suisse (Luxembourg) SA
30.	Adv. Pro. 10-04236	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees, et al.*	Credit Suisse Nominees a/k/a Credit Suisse Nominees (Guernsey) Limited A/C GIB
31.	Adv. Pro. 11-01243	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Bank Julius Baer & Co. Ltd., Zurich, et al.*	Bank Julius Baer & Co. Ltd., Zurich

	Case No.	Case Name	Defendant
32.	Adv. Pro. 11-01250	*Fairfield Sentry Ltd. (In Liquidation), et al. v. UBS Luxembourg SA, et al.*	UBS Luxembourg SA
33.	Adv. Pro. 11-01259	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Bank (Suisse) SA et al.*	Barclays Bank (Suisse) SA
34.	Adv. Pro. 11-01601	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse AG Nassau Branch Wealth Management, et al.*	Credit Suisse AG Nassau Branch Wealth Management
35.	Adv. Pro. 11-02612	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nominees (Guernsey) Limited, et al.*	Credit Suisse Nominees (Guernsey) Limited
36.	Adv. Pro. 12-01127	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Credit Suisse Nassau Branch Wealth Management a/k/a Credit Suisse Wealth Management Limited, et al.*	Credit Suisse Nassau Branch Wealth Management a/k/a Credit Suisse Wealth Management Limited
37.	Adv. Pro. 12-01265	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Barclays Bank SA Madrid, et al.*	Barclays Bank SA Madrid
38.	Adv. Pro. 12-01600	*Fairfield Sentry Ltd. (In Liquidation), et al. v. Hyposwiss Private Bank Geneve F/K/A Anglo Irish Bank (Suisse), S.A. et al.*	Hyposwiss Private Bank Geneve SA

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