

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

SECURITIES INVESTOR PROTECTION
CORPORATION,

Plaintiff-
Applicant,

v.

BERNARD L. MADOFF INVESTMENT
SECURITIES LLC,

Defendant.

Adv. Pro. No. 08-01789 (LGB)

SIPA Liquidation

(Substantively Consolidated)

In re:

BERNARD L. MADOFF,

Debtor.

IRVING H. PICARD, Trustee for the
Substantively Consolidated SIPA Liquidation
of Bernard L. Madoff Investment Securities
LLC and the Chapter 7 Estate of Bernard L.
Madoff,

Plaintiff,

v.

ABN AMRO NOMINEES (ISLE OF MAN)
LIMITED, f/k/a ABN AMRO Fund Services
(Isle of Man) Nominees, and f/k/a Fortis (Isle
of Man) Nominees Limited, and PLATINUM
ALL WEATHER FUND LIMITED,

Defendants.

Adv. Pro. No. 12-01697 (LGB)

STIPULATION AND ORDER CONCERNING MEDIATION

Plaintiff Irving H. Picard, as trustee (the "Trustee") for the substantively consolidated

liquidation of Bernard L. Madoff Investment Securities LLC under the Securities Investor Protection Act, 15 U.S.C. § 78aaa–III, and the chapter 7 estate of Bernard L. Madoff individually, and defendant Platinum All Weather Fund Limited (“Platinum” and, together with the Trustee, the “Parties,” and each individually, a “Party”), by and through their respective undersigned counsel, hereby stipulate and agree as follows:

WHEREAS, on June 6, 2012, the Trustee filed his complaint commencing this adversary proceeding against Platinum (ECF No. 1);

WHEREAS, on November 3, 2022, the Trustee filed an amended complaint (the “Complaint”) in this adversary proceeding against Platinum (ECF No. 141);

WHEREAS, after various motions and appeals and the denial of a motion to dismiss, Platinum filed an Answer to the Complaint on August 25, 2023 (ECF No. 181);

WHEREAS, the Parties entered a Case Management Plan on January 10, 2024 (ECF No. 183) (the “CMP”);

WHEREAS, on August 30, 2024, the Trustee served Platinum with the Trustee’s First Set of Requests for the Production of Documents (the “Requests”);

WHEREAS, on October 9, 2024, Platinum served the Trustee with Platinum’s Responses and Objections to the Requests;

WHEREAS, Platinum produced documents responsive to the Trustee’s Requests on July 24, 2025, September 19, 2025, and February 2, 2026 (collectively, the “Document Productions”);

WHEREAS, the Parties have had ongoing discussions about the potential for mediation and recently agreed upon a mediator, Hon. Henry Pitman (ret.) (the “Mediator”);

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned counsel, and upon review by the Court it is ORDERED, as follows:

1. The Parties, by and through their respective counsel, shall submit to mediation (the “Mediation”) consistent with the Court’s Procedures Governing Mediation of Matters and the Use of Early Neutral Evaluation and Mediation / Voluntary Arbitration in Bankruptcy Cases and Adversary Proceedings, updated on June 27, 2013, as incorporated into the Court’s Local Rule 9019-1, on the issues presented in this adversary proceeding.
2. The Mediation shall be conducted by the Mediator in person, or in another forum or format determined by the Parties and Mediator, on a date and at a location to be determined by the Mediator and agreed upon by the Parties, and to be continued on additional day(s) to be agreed upon by the Parties and the Mediator; provided, however, that should the Mediation be conducted in person in the United States, attendance of such in person Mediation by Platinum shall not be used as a fact or evidence in any substantive motion or at trial in support of personal jurisdiction of Platinum.
3. No Party shall be bound by anything said or done during the Mediation, unless a Party voluntarily agrees to be so bound by a written and signed stipulation submitted to the Mediator and the other Parties.
4. The Mediation process shall be considered a settlement negotiation for the purpose of all federal and state rules protecting disclosures made during such negotiations from later discovery or use in evidence. The entire Mediation procedure shall be confidential, and no stenographic or other record shall be made except to memorialize a settlement record. All communications, oral or written, that a party or its employee or other agents make during the Mediation are confidential and are

to be considered work product and privileged. Such communications, statements, promises, offers, views and opinions shall not be discoverable or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties. Evidence, otherwise discoverable or admissible, is not excluded from discovery or admission into evidence simply as a result of having been used in connection with the Mediation process.

5. The Mediator and his agents shall have immunity consistent with §6.0 of the General Order # M-452, amending and reinstating General Orders M-143, M-211 and M-390, Re: Procedures Governing Mediation of Matters and the Use of Early Neutral Evaluation and Mediation/Voluntary Arbitration in Bankruptcy Cases and Adversary Proceedings, §6.0 (Bankr. S.D.N.Y. June 27, 2013), and from compulsory process to testify or produce documents in connection with the Mediation.
6. The Parties: (i) shall not call or subpoena the Mediator as a witness or expert in any proceeding relating to: the Mediation, the subject matter of the Mediation, or any thoughts or impressions that the Mediator may have about the parties in the Mediation; (ii) shall not subpoena any notes, documents or other material prepared by the Mediator in connection with the Mediation; and (iii) shall not offer into evidence any statements, views or opinions of the Mediator.
7. The Parties shall work with the Mediator and agree on a procedure for Mediation and deadlines for the submission of mediation statements.
8. The Parties must be prepared to mediate in good faith and exchange offers at the Mediation.

9. The Parties each shall pay 50% of the costs of the Mediation.
10. The Parties agree that this mediation will conclude within 120 days from the date that this Stipulation and Order is entered, unless that deadline is extended by mutual consent of the Parties and the Mediator.
11. The Parties agree to focus their attention on the Mediation until the Mediation takes place. To that end, the Parties shall temporarily pause fact discovery, except for the production of documents responsive to Requests for Production that were previously made by the Trustee or Platinum. Should this adversary proceeding not settle at the Mediation and fact discovery continues, the Parties agree to extend fact discovery for a commensurate amount of time to the extent either Party so requests.
12. This Stipulation and Order may be signed by the Parties in any number of counterparts, each of which when so signed shall be an original, but all of which shall together constitute one and the same instrument. A signed facsimile, photostatic or electronic copy of this Stipulation and Order shall be deemed an original.

[Signatures on following page]

Dated: March 27, 2026
New York, New York

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Liquidation of Bernard L. Madoff
Investment Securities LLC, and the
Chapter 7 Estate of Bernard L. Madoff*

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*Attorneys for Defendant Platinum All
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SO ORDERED.

**DATED: March 30, 2026
NEW YORK, NEW YORK**

/s/ Lisa G. Beckerman
**HONORABLE LISA G. BECKERMAN
UNITED STATES BANKRUPTCY JUDGE**