

Exhibit A: Specific Limited Objections and the Trustee's Responses

Responses Received from Former Public Customers of MFGI

1. Response of Claimant Jill Zunshine (Zach Zunshine) (ECF No. 1190)	
<u>Objection</u>	<u>Trustee's Response</u>
<ul style="list-style-type: none"> ▪ Claimant objects to the Motion only to the extent that the Trustee proposes to exclude her from participating in the First Interim Claims Distribution because she objects to the DRA required to be executed in order to have a Finalized Claim. (p. 1) ▪ Specifically, the DRA provision requiring claimants to transfer and assign their third party claims and causes of action is not supported by law. (p. 1) ▪ The provision of the DRA requiring claimants to bestow immunity upon SIPC and the Trustee in his personal and official capacity extends beyond their legal entitlements. (p. 1) ▪ The provision requiring claimants to indemnify the Trustee and SIPC in case there is later a lien or claim found against their accounts is not supported by law. (p. 1–2) ▪ Claimants who object to the DRA, but not to the Trustee's determination of their claims, should be allowed to participate in the First Interim Claims Distribution. (p. 3) 	<ul style="list-style-type: none"> ▪ Separately from this Omnibus Reply and related Motion, the Trustee has entered a stipulation and filed a response to various former customers' concerns and objections regarding the DRA (the "DRA Response," ECF No. 1274). The concerns regarding the DRA that were raised in the Limited Objections to this Motion were largely filed by the same former MFGI customers who filed objections to the DRA and are addressed in the Trustee's DRA Response. Accordingly, the DRA Response is incorporated by reference into this Omnibus Reply. ▪ In sum, the DRA only assigns the portion of a customer's claim relating to <i>actual</i> payments of funds the customer receives from the Trustee in connection with this SIPA Proceeding. The DRA does not and will not alter or limit any rights a customer has, or any standing a customer has, to assert claims against third parties other than the Released Persons (as defined in the DRA) and to recover against such third parties on unsatisfied claims. The Trustee has considerable discretion in carrying out his responsibilities, to an even greater extent than a trustee in a bankruptcy liquidation, including the obtaining of releases and assignments for former customer's claims against third parties. <i>SEC v. Albert & Maguire Secs. Co.</i>, 560 F.2d 569, 573 (3d Cir. 1977) (trustee's broad powers extend to obtaining assignments of a customer's claims against third parties); <i>see also</i> 1 Collier on Bankruptcy ¶ 12.02 (16th ed. 2011). The document that the Trustee requests of each claimant is consistent with the goals of having similar, parallel claims processes for commodities and securities customers. It is prudent in terms of preserving standing for possible recovery of customer property and an application of principles consistent with the Second Circuit's ruling regarding assignment of claims under Section 541(a)(7) of the Bankruptcy Code. <i>See Bankruptcy Servs., Inc. v. Ernst & Young (In re CBI Holding Co.)</i>, 529 F.3d 432, 457 (2d Cir. 2008).

2. Response of Patrick O'Malley, M.D., Matthew Johnson and Michael Dokupil (Barnes & Thornburg LLP) (ECF No. 1206)	
<u>Objection</u>	<u>Trustee's Response</u>
<ul style="list-style-type: none"> ▪ The Motion incorrectly attempts to include Delivery Credits and Frozen Proceeds within the Delivery Class. The Delivery Class should be made up of only physical commodities and including Delivery Credits and Frozen Proceeds in the Delivery Class creates an improper shortfall in that class. (¶¶ 1, 4) ▪ First, the Delivery Credits and Frozen Proceeds should not be included in the Delivery Class because they are not “specifically identifiable property” and do not fall within the plain language of a “delivery account.” (¶ 6) ▪ Second, the inclusion of the Delivery Credits and Frozen Proceeds within the Delivery Class does not follow the CFTC’s articulated intent regarding the creation of the “delivery account” class, which was to shield customers holding specifically identifiable property from the otherwise dilutive effect of the Part 190 Regulations’ pro rata distribution scheme. (¶¶ 7–8) ▪ The CFTC’s commentary notes that the “delivery account” class should only include property segregated on behalf of a delivery account, and the Delivery Credits and Frozen Proceeds were not required to be segregated nor in fact segregated, and thus they are not allowed to be part of a “delivery account” class. (¶ 9) 	<ul style="list-style-type: none"> ▪ As discussed in further detail in the Omnibus Reply, Delivery Credits and Delivery Debits were prominently designated in MFGI’s books and records as associated with the “F/D” portion of customers’ accounts, and were held by MFGI for the purpose of making or taking delivery of Physical Customer Property. Frozen Proceeds are essentially Delivery Credits suspended as a result of MFGI’s entry into liquidation, and would have been designated as associated with the “F/D” portion of a customer’s account if MFGI did not enter into liquidation and these proceeds had received any designation in MFGI’s book and records. Accordingly, Delivery Credits, Delivery Debits, and Frozen Proceeds properly belong in the Delivery Class pursuant to 17 C.F.R. §§ 190.05(a)(2) and 190.01(kk)(3)–(5), along with Physical Customer Property, regardless of the effect they may have on the shortfall of that class. It would unjustly burden other former customers of MFGI to improperly increase the shortfall of other account classes by inappropriately attributing Delivery Credits, Delivery Debits, and Frozen Proceeds to any account class other than the class to which they belong—the Delivery Class. ▪ Including Delivery Credits, Delivery Debits, and Frozen Proceeds in the Delivery Class will in no way negate the CFTC’s purpose in creating the delivery account class of ensuring that “this property . . . will not be diluted by other types of customer claims.” 48 Fed. Reg. 8716, 8731 (Mar. 1, 1983). Delivery Credits, Delivery Debits, and Frozen Proceeds must be accounted for in the Delivery Class in order to comply with the Part 190 Regulations, and cannot be included in any other account class or associated with “other types of customer claims.” ▪ The fact that funds associated with Delivery Credits and Frozen Proceeds were not required to be segregated and were not in fact segregated does not and cannot exclude them from the definition of “specifically identifiable property” under 17 C.F.R. § 190.01(kk)(3)–(5) where those subsections make no mention of segregation. Further, 17 C.F.R. § 190.05(a)(2) provides only that the delivery account class must include “the specifically identifiable property <i>associated</i> with delivery set forth in § 190.01(kk)(3), (4), and (5)” (emphasis added). Again, there is no segregation requirement included in the definition of delivery account. ▪ Moreover, 17 C.F.R. § 190.08(c) specifically states that “property held by or for the account of a customer, which is segregated on behalf of a specific account class, or readily traceable on the filing date to customers of such account class, must be allocated to the customer estate of the account class for which it is

	segregated <i>or to which it is readily traceable.</i> ” (emphasis added). Therefore, even under the objectors’ mischaracterization of the CFTC’s commentary, property not so segregated but otherwise readily traceable and encompassed by the relevant definitions included in 17 C.F.R. §§ 190.01(kk)(3)–(5) and 190.05(a)(2)—including the Delivery Credits, Delivery Debits, and Frozen Proceeds—must also be included in the Delivery Class.
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3. Certain MF Global Inc. Claimants’ Objection (Stutzman, Bromberg, Esserman & Plifka) (ECF No. 1208)	
<u>Objection</u>	<u>Trustee’s Response</u>
<ul style="list-style-type: none"> ▪ The Trustee seeks authority to issue distributions to customer claimants who have “agreed to the Trustee’s determination of their claims,” but the Motion is unclear as to what will be required of claimants as part of their “agreement to” the Trustee’s final determination of their claim. (¶ 3) ▪ There is no justification for the Trustee to require any release or transfer of rights from any claimant in order for that claimant to receive a distribution. (¶ 3) 	<ul style="list-style-type: none"> ▪ In order to receive funds under the proposed First Interim Claims Distribution, claimants must have timely filed claims and received determinations of their claims from the Trustee. Thereupon, if a claimant agrees with the Trustee’s determination of his or her claim and executes the DRA accompanying the Trustee’s claim determination, the claimant will be deemed to have a Finalized Claim, eligible for distribution under the proposed First Interim Claims Distribution. If a claimant disputes the Trustee’s determination of his or her claim, such claim will be deemed a Finalized Claim only upon resolution of the dispute—whether that be through negotiation between the parties or through judicial resolution culminating in entry of a Court order. ▪ Separately from this Omnibus Reply and related Motion, the Trustee has entered a stipulation and filed a response to various former customers’ concerns and objections regarding the DRA (the “DRA Response,” ECF No. 1274). The concerns regarding the DRA that were raised in the Limited Objections to this Motion were largely filed by the same former MFGI customers who filed objections to the DRA and are addressed in the Trustee’s DRA Response. Accordingly, the DRA Response is incorporated by reference into this Omnibus Reply. ▪ In sum, the DRA only assigns the portion of a customer’s claim relating to <i>actual</i> payments of funds the customer receives from the Trustee in connection with this SIPA Proceeding. The DRA does not and will not alter or limit any rights a customer has, or any standing a customer has, to assert claims against third parties other than the Released Persons (as defined in the DRA) and to recover against such third parties on unsatisfied claims. The Trustee has considerable discretion in carrying out his responsibilities, to an even greater extent than a trustee in a bankruptcy liquidation, including the obtaining of releases and assignments for former customer’s claims against third parties. <i>SEC v. Albert & Maguire Secs. Co.</i>,

	560 F.2d 569, 573 (3d Cir. 1977) (trustee's broad powers extend to obtaining assignments of a customer's claims against third parties); <i>see also</i> 1 Collier on Bankruptcy ¶ 12.02 (16th ed. 2011). The document that the Trustee requests of each claimant is consistent with the goals of having similar, parallel claims processes for commodities and securities customers. It is prudent in terms of preserving standing for possible recovery of customer property and an application of principles consistent with the Second Circuit's ruling regarding assignment of claims under Section 541(a)(7) of the Bankruptcy Code. <i>See Bankruptcy Servs., Inc. v. Ernst & Young (In re CBI Holding Co.)</i> , 529 F.3d 432, 457 (2d Cir. 2008).
<ul style="list-style-type: none"> Before any further distributions are made, a deadline for the Trustee's expeditious initial determination of timely filed claims should be established or, alternatively, a claimant should be able to request that the Trustee issue a determination of the claim within a reasonable time frame set by the Court. (¶ 4) 	<ul style="list-style-type: none"> The roughly two thousand unique commodities public customer claims that are in the process of being determined involve complexities that require additional investigation, reconciliation and/or resolution. Nonetheless, the Trustee's professionals continue to work toward determining the remaining commodities customer claims as quickly as possible, expect to complete these determinations in the very near future, and are continuously issuing letters of determination on a rolling basis. As discussed in greater detail in the Omnibus Reply, a deadline for the Trustee's determination of these claims is not only unwarranted, it would be detrimental to determining net equity claims accurately and fairly in the interests of all claimants and as the CFTC regulations require. Moreover, since the relief requested in the Motion seeks authority for the Trustee to make the First Interim Claims Distribution on a rolling basis and is dependent on sufficient releases being received, the timing of the determinations of the remaining claims has very little impact.

4. Joinder and Limited Response of John Supple, Thomas Ritter and Greenbriar Partners, L.P. (Foley & Lardner LLP) (ECF No. 1216)	
<u>Objection</u>	<u>Trustee's Response</u>
<ul style="list-style-type: none"> The respondents support the relief sought by the Motion, but request that the Court, in addition to granting the relief requested by the Trustee: (i) clarify that the Third Bulk Transfer Order allows for an immediate up to 72% distribution to the Delivery Class customers; or (ii) encourage the Trustee to address the claims of customers, like the Delivery Class customers, who have not yet received a 72% distribution through a prompt claim 	<ul style="list-style-type: none"> If the Trustee is authorized to establish the Delivery Class in accordance with the terms set forth in the Motion, his professionals will issue claim determinations to these claimants as soon as practicable. If these Delivery Class claimants agree with the Trustee's determinations and execute DRAs, thereby rendering their claims Finalized Claims, they will promptly become eligible for distributions. If these Delivery Class claimants object to the Trustee's determinations, they will be eligible for distributions after the dispute is resolved.

determination. (¶¶ 1, 15)	
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5. Limited Objection of Former Commodities Account Customers of MF Global Inc. (Entwistle & Cappucci LLP, Susman Godfrey L.L.P., and Nisen & Elliot, LLC) (ECF No. 1217)	
<u>Objection</u>	<u>Trustee's Response</u>
<ul style="list-style-type: none"> ▪ The objectors object to the Motion solely to the extent the Trustee attempts to condition the First Interim Claims Distribution on claimants executing the DRA. (¶¶ 1, 3) ▪ There is no legal basis for the Trustee to require customers of MFGI to assign to him their claims against third parties as a condition to receiving distributions. (¶¶ 2, 5, 7) 	<ul style="list-style-type: none"> ▪ Separately from this Omnibus Reply and related Motion, the Trustee has entered a stipulation and filed a response to various former customers' concerns and objections regarding the DRA (the "DRA Response," ECF No. 1274). The concerns regarding the DRA that were raised in the Limited Objections to this Motion were largely filed by the same former MFGI customers who filed objections to the DRA and are addressed in the Trustee's DRA Response. Accordingly, the DRA Response is incorporated by reference into this Omnibus Reply. ▪ In sum, the DRA only assigns the portion of a customer's claim relating to <i>actual</i> payments of funds the customer receives from the Trustee in connection with this SIPA Proceeding. The DRA does not and will not alter or limit any rights a customer has, or any standing a customer has, to assert claims against third parties other than the Released Persons (as defined in the DRA) and to recover against such third parties on unsatisfied claims. The Trustee has considerable discretion in carrying out his responsibilities, to an even greater extent than a trustee in a bankruptcy liquidation, including the obtaining of releases and assignments for former customer's claims against third parties. <i>SEC v. Albert & Maguire Secs. Co.</i>, 560 F.2d 569, 573 (3d Cir. 1977) (trustee's broad powers extend to obtaining assignments of a customer's claims against third parties); <i>see also</i> 1 Collier on Bankruptcy ¶ 12.02 (16th ed. 2011). The document that the Trustee requests of each claimant is consistent with the goals of having similar, parallel claims processes for commodities and securities customers. It is prudent in terms of preserving standing for possible recovery of customer property and an application of principles consistent with the Second Circuit's ruling regarding assignment of claims under Section 541(a)(7) of the Bankruptcy Code. <i>See Bankruptcy Servs., Inc. v. Ernst & Young (In re CBI Holding Co.)</i>, 529 F.3d 432, 457 (2d Cir. 2008).

6. Informal Response of Attorney George V. Utlik (Arent Fox LLP)	(Undocketed)
<u>Objection</u>	<u>Trustee's Response</u>
<ul style="list-style-type: none"> ▪ Respondent seeks clarification as to the Trustee's meaning and intent behind the term "Finalized Claim" and how the claims are allowed for purposes of the First Interim Claims Distribution. ▪ Specifically, do the Finalized Claims include both (a) claims as received and agreed to by customers based on the Trustee's determination and (b) claims that are disputed by customers and are either (i) amicably resolved with the Trustee upon entry into a stipulation or (ii) determined through judicial intervention upon entry of a court order? ▪ Are Finalized Claims "allowed" and therefore eligible for further distributions in their final amount as determined through either (a) an agreement with the Trustee or (b) court order? ▪ Is receipt of the DRA by the Trustee included in the concept of a "Finalized Claim"? Is a customer's right to receive further distributions contingent upon the Trustee's receipt of the DRA? 	<ul style="list-style-type: none"> ▪ In order to receive funds under the proposed First Interim Claims Distribution, claimants must have timely filed claims and received determinations of their claims from the Trustee. Thereupon, if a claimant agrees with the Trustee's determination of his or her claim and executes the DRA accompanying the Trustee's claim determination, the claimant will be deemed to have a Finalized Claim, eligible for distribution under the proposed First Interim Claims Distribution. If a claimant disputes the Trustee's determination of his or her claim, such claim will be deemed a Finalized Claim only upon resolution of the dispute—whether that be through negotiation between the parties or through judicial resolution culminating in entry of a Court order. ▪ The term "Finalized Claim" was not used in the Proposed Order, originally submitted by the Trustee, but rather the Trustee used "allowed claim." Again, for the avoidance of doubt, the Trustee meant that claims that were allowed because of the claimant's agreement and those that were finalized through mutual or judicial resolution would be eligible for this proposed First Interim Claims Distribution.

Responses Received from Entities Other than Former Public Customers of MFGI

1. Chapter 11 Trustee's Statement (Morrison & Foerster LLP) (ECF No. 1215)	
<u>Objection</u>	<u>Trustee's Response</u>
<ul style="list-style-type: none"> This Statement purports to support the Motion, but requests that the Trustee be required to provide extensive data for the benefit of MF Global Holdings Ltd. and its creditors. (¶¶ 1–4) 	<ul style="list-style-type: none"> As detailed in the Omnibus Reply, the Trustee has taken great efforts to conduct this SIPA Proceeding with transparency and will continue to do so. The Trustee will continue to comply with his reporting requirements as established under SIPA § 78fff-1(c) and by prior order of this Court, and will provide regular status reports to the Court and other interested parties, with due regard for preserving estate resources and the integrity of his ongoing investigation into the demise of MFGI. Additional disclosures are not warranted. This Motion is aimed solely at seeking authorization to distribute <i>customer property</i> back to former MFGI customers in the most prompt and efficient manner possible, and the relief requested is in furtherance of the interests of former MFGI public customers. Those customers receive priority treatment by operation of law. Possible intercompany claims, subordinated claims, and proprietary trading accounts come after them. The holding company and its creditors' committee, who employ some of the principal people who operated the business and presided over its demise, can scarcely claim to be unable to know basic information about intercompany accounts and outstanding trading relationships. The creditors of the holding company cannot blame the MFGI Trustee for the lack, to date, of any schedules, bar date, or any real plan for the debtors' future in the Chapter 11 Proceeding.

2. Joinder of Statutory Creditors' Committee of MF Global Holdings Ltd., et al. in Support of Chapter 11 Trustee (Dewey & LeBoeuf LLP) (ECF No. 1277)	
<u>Objection</u>	<u>Trustee's Response</u>
<ul style="list-style-type: none"> Joins with the Chapter 11 Trustee and does not object to the relief sought in the Motion, but requests extensive information from the SIPA Trustee as a condition to further distributions to customers. (¶¶ 1, 7) Annexed a chart of information that the Chapter 11 Committee 	<ul style="list-style-type: none"> As detailed in the Omnibus Reply, the Trustee has taken great efforts to conduct this SIPA Proceeding with transparency and will continue to do so. The Trustee will continue to comply with his reporting requirements as established under SIPA § 78fff-1(c) and by prior order of this Court, and will provide regular status reports to the Court and other interested parties, with due regard for preserving estate

<p>incorrectly states is being withheld by the Trustee. (Exhibit C)</p>	<p>resources and the integrity of his ongoing investigation into the demise of MFGI. Additional disclosures are not warranted.</p> <ul style="list-style-type: none">▪ This Motion is aimed solely at seeking authorization to distribute <i>customer property</i> back to former MFGI customers in the most prompt and efficient manner possible, and the relief requested is in furtherance of the interests of former MFGI public customers. Those customers receive priority treatment by operation of law. Possible intercompany claims, subordinated claims, and proprietary trading accounts come after them. The holding company and its creditors' committee, who employ some of the principal people who operated the business and presided over its demise, can scarcely claim to be unable to know basic information about intercompany accounts and outstanding trading relationships. The creditors of the holding company cannot blame the MFGI Trustee for the lack, to date, of any schedules, bar date, or any real plan for the debtors' future in the Chapter 11 Proceeding.▪ The allegations contained in the Chapter 11 Committee's chart annexed to their Joinder as Exhibit C—while wholly irrelevant to this Motion—include references to meetings, discussions, and exchanges of information from which the Chapter 11 Committee has largely been absent and are inaccurate. In <u>Exhibit B</u> annexed to this Omnibus Reply, the Trustee sets the record straight about the status of these matters.
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