

This Stipulation of Settlement, dated February 29, 2016 (the “Stipulation”), is made and entered into by and among: (i) Jensine Andresen, Ken M. Nimmons and Mordechai Hakim (together, “Co-Lead Plaintiffs”) (on behalf of themselves and each of the Class Members), by and through their counsel of record in the Litigation (as defined herein); and (ii) Glen R. Wakeman and Robert E. Wahlman (together, “Settling Defendants”), by and through their counsel of record in the Litigation. The Co-Lead Plaintiffs and the Settling Defendants are referred to herein as the “Settling Parties.” The Stipulation is intended to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), subject to the approval of the Court and the terms and conditions set forth in this Stipulation.

I. THE LITIGATION

The initial complaint in this action was filed on May 14, 2014, in the United States District Court for the District of Puerto Rico (the “Court”). On July 8, 2014, the Court entered an order consolidating the pending complaints, and on August 1, 2014, approved a Joint Stipulation and Order Regarding Appointment of Lead Plaintiffs and Approval of Selection of Counsel. On November 6, 2014, Co-Lead Plaintiffs filed the operative Consolidated Amended Complaint for Violations of the Federal Securities Laws (“Complaint”) alleging violations of §§10(b) and 20(a) of the Securities Exchange Act of 1934 as against the Settling Defendants and Doral Financial Corporation (“Doral”), Penko Ivanov, David Hooston, Enrique R. Ubarri-Baragano and Christopher C. Poulton (with the Settling Defendants, the “Defendants”). Defendants moved to dismiss the Complaint on December 23, 2014.

On March 11, 2015, Doral filed a voluntary petition under Chapter 11 of Title 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), staying this litigation against it.

On July 22, 2015, the Court issued an Opinion and Order granting in part, and denying in part, Defendants' motion to dismiss. The motion was granted as to Defendants Ivanov, Hooston, Ubarri-Baragano and Poulton, and granted in part and denied in part as to the Settling Defendants.

On August 14, 2015, the Settling Defendants answered the Complaint.

During the course of the Litigation, the parties engaged the services of David Geronemus, Esq. of JAMS, a nationally recognized mediator. The parties exchanged detailed mediation statements and engaged in an in-person mediation session with Mr. Geronemus on December 17, 2015. These efforts culminated with the parties agreeing to a mediator's proposal to settle the Litigation for \$7,000,000, subject to the negotiation of the terms of a Stipulation of Settlement, authorization of the use of insurance proceeds to fund the Settlement Amount (defined below) by the Bankruptcy Court, and approval by this Court.

II. SETTling DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

Settling Defendants have denied and continue to deny each and all of the claims alleged by Co-Lead Plaintiffs and the Class in the Litigation. Settling Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation. Settling Defendants also have denied and continue to deny, among other allegations, the allegations that Co-Lead Plaintiffs or the Class have suffered any damage, that the price of Doral common stock was artificially inflated by reasons of alleged misrepresentations, non-disclosures or otherwise, or that Co-Lead Plaintiffs or the Class were harmed by the conduct alleged in the Litigation or that could have been alleged as part of the Litigation. Settling Defendants believe that the evidence developed to date supports their position that they acted properly at all times and that the Litigation

is without merit. In addition, Settling Defendants maintain that they have meritorious defenses to all claims alleged in the Litigation.

Nonetheless, Settling Defendants have concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation. Settling Defendants also have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as this Litigation. Settling Defendants have, therefore, determined that it is desirable and beneficial to them that the Litigation be settled in the manner and upon the terms and conditions set forth in this Stipulation.

III. CO-LEAD PLAINTIFFS' CLAIMS AND THE BENEFITS OF SETTLEMENT

Co-Lead Plaintiffs believe that the claims asserted in the Litigation have merit and that the evidence developed to date supports their claims. However, Co-Lead Plaintiffs and their counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation against Settling Defendants through trial and through appeals. Co-Lead Plaintiffs and their counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in such litigation. Co-Lead Plaintiffs and their counsel also are mindful of the inherent problems of proof under and possible defenses to the securities law violations asserted in the Litigation. Co-Lead Plaintiffs and their counsel believe that the Settlement set forth in the Stipulation confers substantial benefits upon the Class. Based on their evaluation, Co-Lead Plaintiffs and their counsel have determined that the Settlement set forth in this Stipulation is in the best interests of Co-Lead Plaintiffs and the Class.

IV. TERMS OF THE STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Co-Lead Plaintiffs (for themselves and the Class Members) and Settling Defendants, by and through their respective counsel or attorneys of record, that, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice, as to all Settling Parties, upon and subject to the terms and conditions of the Stipulation, as follows.

1. Definitions

As used in this Stipulation the following terms have the meanings specified below:

1.1 “Authorized Claimant” means any Class Member whose claim for recovery has been allowed pursuant to the terms of the Stipulation.

1.2 “Bankruptcy Court Order” means an order by the Bankruptcy Court modifying the automatic stay to the extent necessary, to use, or otherwise authorize the use of, insurance proceeds to fund the Settlement Amount.

1.3 “Claims Administrator” means the firm of Garden City Group, LLC.

1.4 “Class” means all persons and entities who purchased or otherwise acquired Doral common stock between April 2, 2012 and May 1, 2014, inclusive, and were allegedly damaged thereby. Excluded from the Class are Defendants; the other officers and directors of Doral during the Class Period; members of the immediate families of any excluded person; the legal representatives, heirs, successors, or assigns of any excluded person or entity; and any entity controlled by, or in which Defendants have or had a controlling interest. Also excluded from the

Class is any Class Member that validly and timely requests exclusion, in accordance with the requirements set by the Court.

1.5 “Class Member” or “Member of the Class” mean a Person who falls within the definition of the Class as set forth in ¶1.4 above.

1.6 “Class Period” means the period from April 2, 2012 through May 1, 2014, inclusive.

1.7 “Co-Lead Plaintiffs” means Jensine Andresen, Ken M. Nimmons and Mordechai Hakim.

1.8 “Co-Lead Plaintiffs’ Counsel” means any attorney or firm who has appeared in the Litigation on behalf of Co-Lead Plaintiffs.

1.9 “Defendants” means the Settling Defendants, Doral, and previously-dismissed defendants Penko Ivanov, David Hooston, Enrique R. Ubarri-Baragano and Christopher C. Poulton.

1.10 “Doral” means Doral Financial Corporation.

1.11 “Effective Date,” or the date upon which this Settlement becomes “effective,” means three (3) business days after the date by which all of the events and conditions specified in ¶7.1 of the Stipulation have been met and have occurred.

1.12 “Escrow Agent” means the law firms of Robbins Geller Rudman & Dowd LLP and Glancy Prongay & Murray LLP, or their respective successors.

1.13 “Final” means when the last of the following with respect to the Judgment approving the Stipulation, substantially in the form of Exhibit B attached hereto, shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) without any such motion having been filed; (ii) the time in which to appeal the Judgment has passed without any appeal having been taken; and (iii) if a motion to alter or amend is filed or if an appeal is taken, immediately after the determination of that motion or appeal so that it is no longer

subject to any further judicial review or appeal whatsoever, whether by reason of affirmance by a court of last resort, lapse of time, voluntary dismissal of the appeal or otherwise in such a manner as to permit the consummation of the Settlement, substantially in accordance with the terms and conditions of this Stipulation. For purposes of this paragraph, an “appeal” shall include any petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this Settlement. Any appeal or proceeding seeking subsequent judicial review pertaining solely to Co-Lead Plaintiffs’ Counsel’s attorneys’ fees and expenses, payments to Co-Lead Plaintiffs for their time and expenses, the Plan of Allocation, or the procedures for determining Authorized Claimants’ recognized claims shall not in any way delay or affect the time set forth above for the Judgment to become Final, or otherwise preclude the Judgment from becoming Final.

1.14 “Judgment” means the Final Judgment and Order of Dismissal with Prejudice to be rendered by the Court, substantially in the form attached hereto as Exhibit B.

1.15 “Lead Counsel” means Robbins Geller Rudman & Dowd LLP, Robert M. Rothman, 58 South Service Road, Suite 200, Melville, NY 11747 and Glancy Prongay & Murray LLP, Kara M. Wolke, 1925 Century Park East, Suite 2100, Los Angeles, CA 90067.

1.16 “Litigation” means the action captioned *In re Doral Financial Corp. Sec. Litig.*, Civil Action No. 3:14-cv-01393-GAG (D. Pr.).

1.17 “Net Settlement Fund” means the Settlement Fund less: (i) any Court-awarded attorneys’ fees, costs, expenses, and interest thereon; (ii) any award to Co-Lead Plaintiffs for their reasonable costs and expenses (including lost wages) pursuant to the Private Securities Litigation Reform Act of 1995 (“PSLRA”); (iii) Notice and Administration Expenses; (iv) Taxes and Tax Expenses; and (v) other Court-approved deductions.

1.18 “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.

1.19 “Plan of Allocation” means a plan or formula of allocation of the Net Settlement Fund whereby the Net Settlement Fund shall be distributed to Authorized Claimants. Any Plan of Allocation is not part of the Stipulation and neither Settling Defendants nor their Related Parties shall have any responsibility or liability with respect thereto.

1.20 “Proof of Claim and Release” means the Proof of Claim and Release form for submitting a claim, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-2.

1.21 “Related Parties” means each of a Defendant’s respective present and former parents, subsidiaries, divisions and affiliates and the respective present and former employees, members, partners, principals, officers, directors, attorneys, advisors, accountants, auditors, and insurers of each of them; and the predecessors, successors, estates, heirs, executors, trusts, trustees, administrators, agents, representatives and assigns of each of them, in their capacity as such.

1.22 “Released Claims” means any and all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common, statutory or foreign law, or any other law, rule, or regulation that arise out of or relate in any way to both: (i) the purchase or acquisition of Doral common stock during the Class Period, and (ii) the acts, facts, statements, or omissions that were asserted or could have been asserted in the Litigation by Co-Lead Plaintiffs or Members of the Class. “Released Claims” does not include: (i) claims to enforce the

Settlement; and (ii) claims in any related derivative action. “Released Claims” includes “Unknown Claims” as defined in ¶1.31 hereof.

1.23 “Released Defendants’ Claims” means any and all claims and causes of action of every nature and description (including Unknown Claims), whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution or settlement of the claims against Defendants, except for claims relating to the enforcement of the Settlement.

1.24 “Released Persons” means each and all of the Settling Defendants and all parties previously named as defendants, the Settling Defendants’ insurers, and their Related Parties.

1.25 “Settlement” means the resolution of the Litigation in accordance with the terms and provisions of this Stipulation.

1.26 “Settlement Amount” means Seven Million Dollars (\$7,000,000.00) in cash to be paid by wire transfer to the Escrow Agent pursuant to ¶2.1 of this Stipulation.

1.27 “Settlement Fund” means the Settlement Amount plus all interest and accretions thereto.

1.28 “Settling Defendants” means Glen R. Wakeman and Robert E. Wahlman.

1.29 “Settling Parties” means, collectively, the Settling Defendants and the Co-Lead Plaintiffs, on behalf of themselves and the Class.

1.30 “Tax” or “Taxes” mean any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority.

1.31 “Unknown Claims” means any Released Claims or Released Defendants’ Claims which any of the Settling Parties or Class Members do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons, Co-Lead Plaintiffs, Co-Lead Plaintiffs’

Counsel, or Class Members which, if known by him, her, or it, might have affected his, her, or its settlement with and release, or might have affected his, her, or its decision not to object to this Settlement or release of the Released Persons, Co-Lead Plaintiffs, Co-Lead Plaintiffs' Counsel, or Class Members. With respect to any and all Released Claims and Released Defendants' Claims, the Settling Parties and the previously dismissed defendants stipulate and agree that, upon the Effective Date, the Settling Parties and the previously dismissed defendants shall expressly waive and each of the Settling Parties and the previously dismissed defendants shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Settling Parties and the previously dismissed defendants shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. The Settling Parties and the previously dismissed defendants may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims or Released Defendants' Claims, but such person or entity shall expressly settle and release and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity

now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

2. The Settlement

a. The Settlement Amount

2.1 A motion for preliminary approval of the Settlement shall be filed no later than February 29, 2016. Settling Defendants shall cause Doral's officers' and directors' insurance carriers to pay the Settlement Amount by wire transfer in accordance with instructions to be provided by the Escrow Agent within fifteen (15) business days of the entry of an order granting preliminary settlement approval, the provision of payment instructions, or the issuance of the Bankruptcy Court Order, whichever is latest. If the entire Settlement Amount is not timely paid to the Escrow Agent, Lead Counsel may terminate the Settlement but only if (i) Lead Counsel have notified Settling Defendants' counsel in writing of Lead Counsel's intention to terminate the Settlement, and (ii) the entire Settlement Amount is not transferred to the Escrow Agent within three (3) calendar days after Lead Counsel have provided such written notice. The Escrow Agent shall deposit the Settlement Amount plus any accrued interest in a segregated escrow account (the "Escrow Account") maintained by the Escrow Agent.

b. The Escrow Agent

2.2 The Escrow Agent shall invest the Settlement Amount deposited pursuant to ¶2.1 hereof in United States Agency or Treasury Securities or other instruments backed by the Full Faith

& Credit of the United States Government or an Agency thereof, or fully insured by the United States Government or an Agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. All risks related to the investment of the Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne by the Settlement Fund and the Released Persons shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent.

2.3 The Escrow Agent shall not disburse the Settlement Fund except as provided in this Stipulation, by an order of the Court, or with the written agreement of counsel for Settling Defendants.

2.4 Subject to further order(s) and/or directions as may be made by the Court, or as provided in this Stipulation, the Escrow Agent is authorized to execute such transactions as are consistent with the terms of this Stipulation. The Released Persons shall have no responsibility for, interest in, or liability whatsoever with respect to the actions of the Escrow Agent, or any transaction executed by the Escrow Agent.

2.5 All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Stipulation and/or further order(s) of the Court.

2.6 Prior to the Effective Date, and without further order of the Court, up to \$500,000 of the Settlement Fund may be used by Lead Counsel to pay reasonable costs and expenses actually incurred in connection with providing notice of the Settlement to the Class by mail, publication, and other means, locating Class Members, assisting with the submission of claims, processing Proof of Claim and Release forms, administering the Settlement, and paying escrow fees and costs, if any

(“Notice and Administration Expenses”). After the Effective Date, Lead Counsel may pay all further reasonable Notice and Administration Expenses, regardless of amount, without further order of the Court.

c. Taxes

2.7 (a) The Settling Parties and the Escrow Agent agree to treat the Settlement Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this ¶2.7, including the “relation-back election” (as defined in Treas. Reg. §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(b) For the purpose of §1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described in ¶2.7(a) hereof) shall be consistent with this ¶2.7 and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶2.7(c) hereof.

(c) All (i) Taxes (including any estimated Taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Persons or their counsel with respect to any income earned by

the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this ¶2.7 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this ¶2.7) (“Tax Expenses”), shall be paid out of the Settlement Fund; in all events the Released Persons and their counsel shall have no liability or responsibility for the Taxes or the Tax Expenses. The Escrow Agent, through the Settlement Fund, shall indemnify and hold each of the Released Persons and their counsel harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court and the Escrow Agent shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(1)(2)); neither the Released Persons nor their counsel are responsible nor shall they have any liability for any Taxes or Tax Expenses. The Settling Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶2.7.

2.8 This is not a claims-made settlement. As of the Effective Date, Settling Defendants, and/or any other Person funding the Settlement on a Settling Defendant’s behalf, shall not have any right to the return of the Settlement Fund or any portion thereof for any reason.

d. Termination of Settlement

2.9 In the event that this Stipulation is not approved or this Stipulation is terminated, canceled, or fails to become effective for any reason, the Settlement Fund less Notice and Administration Expenses or Taxes or Tax Expenses paid, incurred, or due and owing in connection with the Settlement provided for herein, shall be refunded pursuant to written instructions from counsel for the Settling Defendants in accordance with ¶7.5 herein.

3. Preliminary Approval Order, Bankruptcy Court Order and Settlement Hearing

3.1 Promptly after execution of the Stipulation, Lead Counsel shall submit the Stipulation together with its Exhibits to the Court and shall apply for entry of an order (the “Preliminary Approval Order”), substantially in the form of Exhibit A attached hereto, requesting, *inter alia*, the certification of a class for settlement purposes only (which certification will be vacated if the Effective Date does not occur), the preliminary approval of the Settlement set forth in this Stipulation, and approval for the mailing of a settlement notice (the “Notice”) and publication of a summary notice (“Summary Notice”), substantially in the forms of Exhibits A-1 and A-3 attached hereto, following entry of the Bankruptcy Court Order. For the avoidance of doubt, no dates for any notice described herein or a date for the Settlement Hearing shall be set prior to entry of the Bankruptcy Court Order. The Notice shall include the general terms of the Settlement set forth in this Stipulation, the proposed Plan of Allocation, the general terms of the Fee and Expense Application, as defined in ¶6.1 hereof, and the date of the Settlement Hearing as defined below.

3.2 As soon as practicable following execution of this Stipulation, but not more than fourteen (14) days thereafter, the Settling Defendants shall file a motion with the Bankruptcy Court in the Bankruptcy Proceeding seeking entry of the Bankruptcy Court Order, which order, in substance, shall provide that the automatic stay is modified so as to permit, or otherwise authorize,

the payment of the Settlement Amount from the Directors' and Officers' Liability Insurance Policies.

3.3 The form and content of the motion and the proposed Bankruptcy Court Order shall be subject to Lead Counsel's approval, which approval shall not be unreasonably withheld.

3.4 Settling Defendants shall request that Doral provide to the Claims Administrator, at no cost to Co-Lead Plaintiffs or the Class, within five (5) business days of entry of the Preliminary Approval Order, transfer records in electronic searchable form, such as Excel, containing the names and addresses of Persons who purchased or otherwise acquired Doral common stock during the Class Period.

3.5 It shall be solely Lead Counsel's responsibility to disseminate the Notice and Summary Notice to the Class in accordance with this Stipulation and as ordered by the Court. Class Members shall have no recourse as to the Released Persons with respect to any claims they may have that arise from any failure of the notice process.

3.6 Lead Counsel shall request that after notice is given, the Court hold a hearing (the "Settlement Hearing") and approve the Settlement of the Litigation as set forth herein. At or after the Settlement Hearing, Lead Counsel also will request that the Court approve the proposed Plan of Allocation, the Fee and Expense Application, and Co-Lead Plaintiffs' request for payment of their reasonable costs and expenses, if any.

4. Releases

4.1 Upon the Effective Date, as defined in ¶1.11 hereof, Co-Lead Plaintiffs shall, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons, whether or not such Class Member executes and delivers the Proof of Claim and

Release or shares in the Net Settlement Fund. Claims to enforce the terms of this Stipulation are not released.

4.2 The Proof of Claim and Release to be executed by Class Members shall release all Released Claims against the Released Persons and shall be substantially in the form contained in Exhibit A-2 attached hereto.

4.3 Upon the Effective Date, as defined in ¶1.11 hereof, all Class Members and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against any of the Released Persons.

4.4 Upon the Effective Date, as defined in ¶1.11 hereof, each of the Released Persons (other than Doral) shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged Co-Lead Plaintiffs, each and all of the Class Members, and Co-Lead Plaintiffs' Counsel from all claims and causes of action of every nature and description (including Unknown Claims), whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution or settlement of the claims against Defendants, except for claims relating to the enforcement of the Settlement.

5. Administration and Calculation of Claims, Final Awards, and Supervision and Distribution of the Settlement Fund

5.1 The Claims Administrator, subject to such supervision and direction of Lead Counsel and the Court as may be necessary or as circumstances may require, shall administer and calculate the claims submitted by Class Members and shall oversee distribution of the Net Settlement Fund to Authorized Claimants.

5.2 The Settlement Fund shall be applied as follows:

(a) to pay all Notice and Administration Expenses;

(b) to pay the Taxes and Tax Expenses;

(c) to pay attorneys' fees and expenses of counsel for the Co-Lead Plaintiffs (the "Fee and Expense Award"), and to pay Co-Lead Plaintiffs for their expenses, if and to the extent allowed by the Court; and

(d) after the Effective Date, to distribute the Net Settlement Fund to Authorized Claimants as allowed by this Stipulation, the Plan of Allocation, or the Court.

5.3 After the Effective Date, and in accordance with the terms of this Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized Claimants, subject to and in accordance with the following.

5.4 Within one hundred-twenty (120) days after the mailing of the Notice or such other time as may be set by the Court, each Class Member shall be required to submit to the Claims Administrator a completed Proof of Claim and Release, substantially in the form of Exhibit A-2 attached hereto, signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim and Release.

5.5 Except as otherwise ordered by the Court, all Class Members who fail to timely submit a valid Proof of Claim and Release within such period, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to this Stipulation and the Settlement set forth herein, but will in all other respects be subject to and bound by the provisions of this Stipulation, the releases contained herein, and the Judgment. Notwithstanding the foregoing, Lead Counsel shall have the discretion (but not an obligation) to accept late-submitted claims for processing by the Claims Administrator so long as the

distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. No Person shall have any claim against Co-Lead Plaintiffs, their counsel, the Claims Administrator or any Class Member by reason of the exercise or non-exercise of such discretion.

5.6 Each Proof of Claim and Release shall be submitted to and reviewed by the Claims Administrator, under the supervision of Lead Counsel, who shall determine, in accordance with this Stipulation, the extent, if any, to which each claim shall be allowed.

5.7 Proofs of Claim and Release that do not meet the submission requirements may be rejected. Prior to rejecting a Proof of Claim and Release in whole or in part, the Claims Administrator shall communicate with the claimant in writing to give the claimant the chance to remedy any curable deficiencies in the Proof of Claim and Release submitted. The Claims Administrator, under the supervision of Lead Counsel, shall notify, in a timely fashion and in writing, all claimants whose claims the Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such notice that the claimant whose claim is to be rejected has the right to a review by the Court if the claimant so desires and complies with the requirements of ¶5.8 below.

5.8 If any claimant whose timely claim has been rejected in whole or in part for curable deficiency desires to contest such rejection, the claimant must, within twenty (20) calendar days after the date of mailing of the notice required in ¶5.7 above, or a lesser period of time if the claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Lead Counsel shall thereafter present the claimant's request for review to the Court.

5.9 Each claimant who submits a Proof of Claim and Release shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant's claim, including, but not limited to, all releases provided for herein and in the Judgment, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to the claimant's status as a Class Member and the validity and amount of the claimant's claim. In connection with processing the Proofs of Claim and Release, no discovery shall be allowed on the merits of the Litigation or the Settlement.

5.10 The Net Settlement Fund shall be distributed to the Authorized Claimants substantially in accordance with the Plan of Allocation set forth in the Notice and approved by the Court. If there is any balance remaining in the Net Settlement Fund after a reasonable period of time after the date of the initial distribution of the Net Settlement Fund, Lead Counsel shall, if feasible and economical, reallocate (which reallocation may occur on multiple occasions) such balance among Authorized Claimants in an equitable and economical fashion. Any additional Notice and Administration Expenses, Taxes, and attorneys' fees and expenses shall also be waived. Any *de minimis* balance that still remains in the Net Settlement Fund after such reallocation(s) and payments, which is not feasible or economical to reallocate, shall be donated to an appropriate non-sectarian, non-profit charitable organization(s) serving the public interest.

5.11 The Settling Defendants and their Related Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the distribution of the Net Settlement Fund, the Plan of Allocation, the determination, administration, or calculation of claims, the payment or withholding of Taxes or Tax Expenses, or any losses incurred in connection therewith. No Person shall have any claim of any kind against the Settling Defendants or their Related Parties with respect to the matters set forth in §§5.1-5.13 hereof; and the Class Members, Co-Lead Plaintiffs, and Lead

Counsel release the Settling Defendants and their Related Parties from any and all liability and claims arising from or with respect to the administration, investment, or distribution of the Settlement Fund.

5.12 No Person shall have any claim against Co-Lead Plaintiffs, Co-Lead Plaintiffs' Counsel or the Claims Administrator, or any other Person designated by Lead Counsel based on determinations or distributions made substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

5.13 It is understood and agreed by the Settling Parties that any proposed Plan of Allocation of the Net Settlement Fund, including, but not limited to, any adjustments to an Authorized Claimant's claim set forth therein, is not a part of this Stipulation and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Stipulation, and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel this Stipulation or affect the finality of the Court's Judgment approving this Stipulation and the Settlement set forth herein.

6. Co-Lead Plaintiffs' Counsel's Attorneys' Fees and Expenses

6.1 Lead Counsel may submit an application or applications (the "Fee and Expense Application") for: (a) an award from the Settlement Fund of attorneys' fees; plus (b) expenses or charges in connection with prosecuting the Litigation; plus (c) any interest on such attorneys' fees and expenses at the same rate and for the same periods as earned by the Settlement Fund (until paid) as may be awarded by the Court. Lead Counsel reserve the right to make additional applications for fees and expenses incurred.

6.2 The fees and expenses, as awarded by the Court, shall be paid to Lead Counsel, as ordered, immediately after the Court executes the Judgment and an order awarding such fees and

expenses, notwithstanding the existence of any timely filed objections thereto or to the Settlement, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof. Lead Counsel may thereafter allocate the attorneys' fees among Co-Lead Plaintiffs' Counsel, if any, in a manner in which they in good faith believe reflects the contributions of such counsel to the initiation, prosecution, and resolution of the Litigation.

6.3 In the event that the Effective Date does not occur, or the Judgment or the order making the Fee and Expense Award is reversed or modified, or this Stipulation is canceled or terminated for any other reason, and such reversal, modification, cancellation or termination becomes final and not subject to review, and in the event that the Fee and Expense Award has been paid to any extent, then Lead Counsel, with respect to the entire Fee and Expense Award, and such other Co-Lead Plaintiffs' Counsel who have received any portion of the Fee and Expense Award, shall, within fifteen (15) business days from receiving notice from the Settling Defendants' counsel or from a court of appropriate jurisdiction, refund to the Settlement Fund such fees and expenses previously paid to them from the Settlement Fund plus interest thereon at the same rate as earned on the Settlement Fund in an amount consistent with such reversal or modification. Each such Co-Lead Plaintiffs' Counsel's law firm receiving fees and expenses, as a condition of receiving such fees and expenses, on behalf of itself and each partner and/or shareholder of it, agrees that the law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph.

6.4 Co-Lead Plaintiffs may submit an application for an award for their time and expenses in connection with the prosecution of the Litigation. However, in the event that the Effective Date does not occur, or the Judgment or the order approving Co-Lead Plaintiffs' application for an award for their time and expenses is reversed or modified, or this Stipulation is

canceled or terminated for any other reason, and such reversal, modification, cancellation or termination becomes final and not subject to review, then Co-Lead Plaintiffs shall within fifteen (15) business days from receiving notice from Defendants' counsel or from a court of appropriate jurisdiction, refund to the Settlement Fund such amounts for time and expenses previously paid to them from the Settlement Fund plus interest thereon at the same rate as earned on the Settlement Fund in an amount consistent with such reversal or modification.

6.5 The procedure for and the allowance or disallowance by the Court of any applications by any Co-Lead Plaintiffs' Counsel for attorneys' fees and expenses, or the expenses of the Co-Lead Plaintiffs, to be paid out of the Settlement Fund, are not part of the Settlement set forth in this Stipulation, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement set forth in this Stipulation, and any order or proceeding relating to the Fee and Expense Application, or Co-Lead Plaintiffs' expense application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Stipulation, or affect or delay the finality of the Judgment approving this Stipulation and the Settlement of the Litigation set forth therein.

6.6 Any fees and/or expenses awarded by the Court shall be paid solely from the Settlement Fund. With the sole exception of Settling Defendants' obligation to cause Doral's officers-and-directors' insurance carriers pay the Settlement Amount into the Escrow Account as provided for in ¶2.1, Settling Defendants and their Related Parties shall have no responsibility for, and no liability whatsoever with respect to, any payment of attorneys' fees and/or expenses to Co-Lead Plaintiffs' Counsel or Co-Lead Plaintiffs.

6.7 Settling Defendants and their Related Parties shall have no responsibility for the allocation among Co-Lead Plaintiffs' Counsel, and/or any other Person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Litigation.

7. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

7.1 The Effective Date of the Settlement shall be conditioned on the occurrence of all of the following events:

- (a) entry of the Bankruptcy Court Order or a similar order that is mutually acceptable to the Settling Parties, which order has become final and non-appealable;
- (b) the Settlement Amount has been deposited into the Escrow Account;
- (c) the Court has entered the Preliminary Approval Order, as required by ¶3.1 hereof;
- (d) the Court has entered the Judgment, or a judgment substantially in the form of Exhibit B attached hereto;
- (e) Settling Defendants have not exercised their option to terminate the Stipulation pursuant to ¶7.3 hereof; and
- (f) the Judgment has become Final, as defined in ¶1.13 hereof.

7.2 Upon the Effective Date, any and all remaining interest or right of the Settling Defendants or the Settling Defendants' insurers in or to the Settlement Fund, if any, shall be absolutely and forever extinguished. If the conditions specified in ¶7.1 hereof are not met, then the Settlement shall be canceled and terminated subject to ¶¶7.4 and 7.6 hereof unless Lead Counsel and counsel for the Settling Defendants mutually agree in writing to proceed with the Settlement.

7.3 Settling Defendants shall have the option (which option must be exercised collectively) to terminate the Settlement and render it null and void in the event that Class Members

who purchased more than a certain percentage of Doral common stock subject to this Settlement exclude themselves from the Class, as set forth in a separate agreement (the “Supplemental Agreement”) executed between Co-Lead Plaintiffs and the Settling Defendants, by and through their counsel. If the Court requires that the Supplemental Agreement be filed, the Settling Parties shall request that it be filed under seal.

7.4 If, before the Settlement becomes Final, any Settling Defendant files for protection under the Bankruptcy Code, or any similar law, or a trustee, receiver, conservator, or other fiduciary is appointed under bankruptcy, or any similar law, and in the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money or any portion thereof to the Escrow Agent by or on behalf of such Settling Defendant to be a preference, voidable transfer, fraudulent transfer or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited with the Escrow Agent by others, then, at the election of Co-Lead Plaintiffs, the Settling Parties shall jointly move the Court to vacate and set aside the release given and the Judgment entered in favor of the Settling Defendants and that the Settling Defendants and Co-Lead Plaintiffs and the Members of the Class shall be restored to their litigation positions as of August 20, 2015.

7.5 Unless otherwise ordered by the Court, in the event this Stipulation shall terminate, or be canceled, or shall not become effective for any reason, within fifteen (15) business days after written notification of such event is sent by counsel for the Settling Defendants or Lead Counsel to the Escrow Agent, the Settlement Fund, less Taxes, Tax Expenses and Notice and Administration Expenses which have either been disbursed pursuant to §§2.6 and 2.7 hereof, or are chargeable to the Settlement Fund pursuant to §§2.6 and 2.7 hereof, shall be refunded by the Escrow Agent pursuant to written instructions from Settling Defendants’ counsel. The Escrow Agent or its designee shall

apply for any tax refund owed on the Settlement Amount and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for refund, pursuant to written instructions from Settling Defendants' counsel.

7.6 In the event that this Stipulation is not approved by the Court or the Settlement set forth in this Stipulation is terminated or fails to become effective in accordance with its terms, the Settling Parties shall be restored to their respective positions in the Litigation as of August 20, 2015. In such event, the terms and provisions of the Stipulation, with the exception of §§1.1-1.31, 2.6-2.9, 6.3-6.4, 7.4-7.7, and 8.4 hereof, shall have no further force and effect with respect to the Settling Parties and shall not be used in this Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*. No order of the Court or modification or reversal on appeal of any order of the Court concerning the Plan of Allocation or the amount of any attorneys' fees, costs, expenses, and interest awarded by the Court to any of Co-Lead Plaintiffs' Counsel or expenses to Co-Lead Plaintiffs shall operate to terminate or cancel this Stipulation or constitute grounds for cancellation or termination of this Stipulation.

7.7 If the Effective Date does not occur, or if this Stipulation is terminated pursuant to its terms, neither Co-Lead Plaintiffs nor any of their counsel shall have any obligation to repay any amounts disbursed pursuant to §§2.6 or 2.7. In addition, any amounts already incurred pursuant to §§2.6 or 2.7 hereof at the time of such termination or cancellation but which have not been paid, shall be paid by the Escrow Agent in accordance with the terms of this Stipulation prior to the balance being refunded in accordance with §§2.9 and 7.5 hereof.

8. Miscellaneous Provisions

8.1 The Settling Parties: (a) acknowledge that it is their intent to consummate this agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of this Stipulation.

8.2 The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Judgment will contain a finding that, during the course of the Litigation, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11. The Settling Parties agree that the Settlement Amount and the other terms of the Settlement were negotiated in good faith by the Settling Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum regarding the Litigation, including that the Litigation was brought or defended in bad faith or without a reasonable basis.

8.3 Neither this Stipulation nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Stipulation or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Settling Defendants or their respective Related Parties, or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Settling Defendants or their respective Related Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The

Settling Defendants and/or their respective Related Parties may file this Stipulation and/or the Judgment from this action in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

8.4 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Stipulation.

8.5 All of the Exhibits to this Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

8.6 This Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

8.7 This Stipulation and the Exhibits attached hereto and the Supplemental Agreement constitute the entire agreement among the Settling Parties hereto and no representations, warranties, or inducements have been made to any party concerning this Stipulation or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. Except as otherwise provided herein, each party shall bear its own fees and costs.

8.8 Lead Counsel, on behalf of the Class, are expressly authorized by Co-Lead Plaintiffs to take all appropriate action required or permitted to be taken by the Class pursuant to this Stipulation to effectuate its terms and also are expressly authorized to enter into any modifications or amendments to this Stipulation on behalf of the Class which they deem appropriate.

8.9 Each counsel or other Person executing this Stipulation or any of its Exhibits on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

8.10 This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court. Signatures sent by facsimile or pdf'd via e-mail shall be deemed originals.

8.11 All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (iii) seven (7) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Co-Lead Plaintiffs or to Lead Counsel:

Ellen Gusikoff Stewart
ROBBINS GELLER RUDMAN
& DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Kara M. Wolke
GLANCY PRONGAY &
MURRAY LLP
1925 Century Park East
Suite 2100
Los Angeles, CA 90067

If to Settling Defendants or to Settling Defendants' counsel:

José A. Acosta-Grubb
FIDDLER, GONZÁLEZ &
RODRÍGUEZ, P.S.C.
P.O. Box 363507
San Juan, P.R. 00936-3507

David D. Aufhauser
Stephen L. Urbanczyk
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WILLIAMS & CONNOLLY LLP
725 Twelfth Street, N.W.
Washington, DC 20005

Kevin C. Logue
Shahzeb Lari
PAUL HASTINGS LLP
75 East 55th Street
New York, NY 10022

8.12 This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

8.13 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Stipulation, and all Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation and matters related to the Settlement.

8.14 Pending approval of the Court of this Stipulation and its Exhibits, all proceedings in this Litigation shall be stayed and all Members of the Class shall be barred and enjoined from prosecuting any of the Released Claims against any of the Released Persons.

8.15 This Stipulation and the Exhibits hereto shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the Commonwealth of Puerto Rico, and the rights and obligations of the parties to the Stipulation shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of Puerto Rico without giving effect to its choice-of-law principles.

IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed, by their duly authorized attorneys, dated February 29, 2016.

THE LAW OFFICES OF ANDRÉS W.
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ANDRÉS W. LÓPEZ (USDC No. 215311)



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by *egs*
with
authorization

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EXHIBIT A

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

	X	
In re DORAL FINANCIAL CORPORATION SECURITIES LITIGATION	:	Civil Action No. 3:14-cv-01393-GAG
	:	
	:	<u>CLASS ACTION</u>
	:	
This Document Relates To:	:	[PROPOSED] ORDER CERTIFYING A
	:	CLASS, PRELIMINARILY APPROVING
ALL ACTIONS.	:	SETTLEMENT AND PROVIDING FOR
	:	NOTICE
	X	
		EXHIBIT A

WHEREAS, an action is pending before this Court entitled *In re Doral Financial Corp. Sec. Litig.*, Civil Action No. 3:14-cv-01393-GAG (D.P.R.) (the “Litigation”);

WHEREAS, the parties having made application, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the Settlement of this Litigation, in accordance with a Stipulation of Settlement dated February 29, 2016 (the “Stipulation”), which, together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed Settlement of the Litigation and for dismissal of the Litigation with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Stipulation and the Exhibits annexed thereto; and

WHEREAS, unless otherwise defined, all terms used herein have the same meanings as set forth in the Stipulation.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court has reviewed the Stipulation and does hereby preliminarily approve the Settlement set forth therein, subject to further consideration at the Settlement Hearing described below.

2. A hearing (the “Settlement Hearing”) shall be held before this Court on _____, 2016, at ____m (a date that is at least 100 calendar days from entry of this Order), at the United States District Court for the District of Puerto Rico, José V. Toledo U.S. Courthouse, 300 Recinto Sur Street, San Juan, Puerto Rico, to determine: (a) whether the proposed Settlement of the Litigation on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class and should be approved by the Court; (b) whether a Judgment, as provided in ¶1.14 of the Stipulation, should be entered; (c) whether the proposed Plan of Allocation is fair, reasonable, and adequate and should be approved; (d) the amount of fees and expenses that should

be awarded to Lead Counsel; and (e) the amount of expenses to be awarded to Co-Lead Plaintiffs. The Court may adjourn the Settlement Hearing without further notice to the Members of the Class.

3. The Court hereby certifies, for settlement purposes only, pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, a Class defined as follows:

All persons and entities who purchased or otherwise acquired Doral common stock between April 2, 2012 and May 1, 2014, inclusive, and were allegedly damaged thereby. Excluded from the Class are Defendants; the other officers and directors of Doral during the Class Period; members of the immediate families of any excluded person; the legal representatives, heirs, successors, or assigns of any excluded person or entity; and any entity controlled by, or in which Defendants have or had a controlling interest. Also excluded from the Class is any Class Member that validly and timely requests exclusion, in accordance with the requirements set by the Court.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of settlement only, Co-Lead Plaintiffs are appointed as representatives of the Class, Lead Counsel Robbins Geller Rudman & Dowd LLP and Glancy Prongay & Murray LLP are appointed as class counsel for the Class, and The Law Offices of Andrés W. López, P.S.C. is appointed as Liaison Counsel.

5. With respect to the Class, the Court finds, solely for purposes of effectuating the Settlement, that the prerequisites for a class action under Rules 23(a) and 23(b)(3) have been satisfied as: (a) the Members of the Class are so numerous that joinder of all Class Members in the class action is impracticable; (b) there are questions of law and fact common to the Class which predominate over any individual questions; (c) the claims of Co-Lead Plaintiffs are typical of the claims of the Class; (d) Co-Lead Plaintiffs and their counsel have fairly and adequately represented and protected the interests of all Class Members; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of Members of the Class in individually controlling the prosecution of the separate actions; (ii) the extent and nature of any litigation concerning the controversy already commenced by Members of

the Class; (iii) the desirability or undesirability of continuing the Litigation of these claims in this particular forum; and (iv) the difficulties likely to be encountered in the management of the Litigation.

6. The Court approves, as to form and content, the Notice of Proposed Settlement of Class Action (the “Notice”), the Proof of Claim and Release form (the “Proof of Claim”), and Summary Notice annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶¶7-8 of this Order, meet the requirements of Federal Rule of Civil Procedure 23 and due process, and are the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

7. The firm of Garden City Group, LLC (“Claims Administrator”) is hereby appointed to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

(a) Settling Defendants shall request that Doral provide, or cause to be provided, to Lead Counsel or the Claims Administrator, at no cost to Co-Lead Plaintiffs or the Class, within five (5) business days after the Court signs this Order, transfer records in electronic searchable form, such as Excel, containing the names and addresses of Persons who purchased or otherwise acquired Doral common stock during the Class Period;

(b) Not later than _____, 2016 (the “Notice Date”) (a date ten (10) calendar days after entry by this Court of this Order), the Claims Administrator shall commence mailing the Notice and Proof of Claim, substantially in the forms annexed hereto, by First-Class Mail to all Class Members who can be identified with reasonable effort and to be posted on its website at www.DoralSecuritiesLitigation.com;

(c) Not later than _____, 2016 (a date seven (7) calendar days after the Notice Date), the Claims Administrator shall cause the Summary Notice to be published once in the national edition of *The Wall Street Journal* and once over a national newswire service; and

(d) At least seven (7) calendar days prior to the Settlement Hearing, Lead Counsel shall serve on Settling Defendants' counsel and file with the Court proof, by affidavit or declaration, of such mailing and publishing.

8. Nominees who purchased or acquired Doral common stock during the Class Period for the beneficial ownership of Class Members shall send the Notice and the Proof of Claim to all such beneficial owners of Doral common stock within ten (10) calendar days after receipt thereof, or send a list of the names and addresses of such beneficial owners to the Claims Administrator within ten (10) calendar days of receipt thereof, in which event the Claims Administrator shall promptly mail the Notice and Proof of Claim to such beneficial owners. Lead Counsel shall, if requested, reimburse banks, brokerage houses or other nominees solely for their reasonable out-of-pocket expenses incurred in providing notice to beneficial owners who are Class Members out of the Settlement Fund, which expenses would not have been incurred except for the sending of such notice, subject to further order of this Court with respect to any dispute concerning such compensation.

9. All Members of the Class shall be bound by all determinations and judgments in the Litigation concerning the Settlement, whether favorable or unfavorable to the Class.

10. Class Members who wish to participate in the Settlement shall complete and submit Proofs of Claim in accordance with the instructions contained therein. Unless the Court orders otherwise, all Proofs of Claim must be postmarked or submitted electronically no later than _____, 2016 (a date one hundred-twenty (120) days from the Notice Date). Any Class

Member who does not timely submit a Proof of Claim within the time provided for, shall be barred from sharing in the distribution of the proceeds of the Settlement Fund, unless otherwise ordered by the Court. Notwithstanding the foregoing, Lead Counsel may, in their discretion, accept late-submitted claims for processing by the Claims Administrator so long as distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby.

11. Any Member of the Class may enter an appearance in the Litigation, at their own expense, individually or through counsel of their own choice. If they do not enter an appearance, they will be represented by Lead Counsel.

12. Any Person falling within the definition of the Class may, upon request, be excluded or “opt out” from the Class. Any such Person must submit to the Claims Administrator a signed request for exclusion (“Request for Exclusion”) such that it is postmarked no later than _____, 2016 (a date that is sixty-five (65) calendar days after the Notice Date). A Request for Exclusion must state: (i) the name, address, and telephone number of the Person requesting exclusion; (ii) a list identifying the number of shares and date of each purchase, acquisition and sale of Doral common stock and the price paid and/or received for any purchase, acquisition or sale of Doral common stock between April 2, 2012 and May 1, 2014, inclusive; and (iii) that the Person wishes to be excluded from the Class. All Persons who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph and the Notice shall have no rights under the Settlement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Settlement or any final judgment.

13. Any Member of the Class may appear and show cause why the proposed Settlement of the Litigation should or should not be approved as fair, reasonable, and adequate, why a judgment should or should not be entered thereon, why the Plan of Allocation should or should not be

approved, why attorneys' fees and expenses should or should not be awarded to Lead Counsel, or why the expenses of Co-Lead Plaintiffs should or should not be awarded; provided, however, that no Class Member or any other Person shall be heard or entitled to contest such matters, unless that Person has delivered by hand or sent by First-Class Mail written objections and copies of any papers and briefs such that they are received, not simply postmarked, on or before _____, 2016 (a date that is sixty-five (65) calendar days after the Notice Date), by Robbins Geller Rudman & Dowd LLP, Ellen Gusikoff Stewart, 655 West Broadway, Suite 1900, San Diego, CA 92101; Glancy Prongay & Murray LLP, Kara M. Wolke, 1925 Century Park East, Suite 2100, Los Angeles, CA 90067; Williams & Connolly LLP, David D. Aufhauser, 725 Twelfth Street, N.W., Washington, DC 20005; and Paul Hastings LLP, Kevin C. Logue, 75 East 55th Street, New York, NY 10022, and filed said objections, papers, and briefs with the Clerk of the United States District Court for the District of Puerto Rico, Federico Degetau Federal Building, 150 Carlos Chardón Street, Room 150, San Juan, Puerto Rico, on or before _____, 2016 (a date that is sixty-five (65) calendar days after the Notice Date). Any Member of the Class who does not make his, her, or its objection in the manner provided herein and in the Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as set forth in the Stipulation, to the Plan of Allocation, or to the award of attorneys' fees and expenses to Lead Counsel or expenses of Co-Lead Plaintiffs, unless otherwise ordered by the Court.

14. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

15. All opening briefs and supporting documents in support of the Settlement, the Plan of Allocation, and any application by Lead Counsel for attorneys' fees and expenses or by Co-Lead Plaintiffs for their expenses shall be filed and served by _____, 2016 (a date that is fifty (50) calendar days after the Notice Date). Replies to any objections shall be filed and served by _____, 2016 (a date that is eighty (80) days after the Notice Date).

16. Neither the Settling Defendants and their Related Parties nor Settling Defendants' counsel shall have any responsibility for the Plan of Allocation or any application for attorneys' fees or expenses submitted by Lead Counsel or Co-Lead Plaintiffs, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

17. At or after the Settlement Hearing, the Court shall determine whether the Plan of Allocation proposed by Lead Counsel, and any application for attorneys' fees or payment of expenses shall be approved.

18. All reasonable expenses incurred in identifying and notifying Class Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither Co-Lead Plaintiffs nor any of their counsel shall have any obligation to repay any amounts incurred and properly disbursed pursuant to ¶¶2.6 or 2.7 of the Stipulation.

19. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Settling Defendants of the truth of any of the allegations in the Litigation, or of any liability, fault, or wrongdoing of any kind.

20. The Court reserves the right to adjourn the date of the Settlement Hearing without further notice to the Members of the Class, and retains jurisdiction to consider all further

applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Class.

21. If the Stipulation and the Settlement set forth therein is not approved or consummated for any reason whatsoever, the Stipulation and Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante*.

22. Pending final determination of whether the proposed Settlement should be approved, neither Co-Lead Plaintiffs nor any Class Member, directly or indirectly, representatively, or in any other capacity, shall commence or prosecute against any of the Settling Defendants, any action or proceeding in any court or tribunal asserting any of the Released Claims.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE GUSTAVO A. GELPI
UNITED STATES DISTRICT JUDGE

EXHIBIT A-1

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

	X	
In re DORAL FINANCIAL CORPORATION SECURITIES LITIGATION	:	Civil Action No. 3:14-cv-01393-GAG
	:	
	:	<u>CLASS ACTION</u>
	:	
This Document Relates To:	:	NOTICE OF PROPOSED SETTLEMENT OF
	:	CLASS ACTION
ALL ACTIONS.	:	
	:	EXHIBIT A-1
	X	

TO: ALL PERSONS OR ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED THE COMMON STOCK OF DORAL FINANCIAL CORPORATION (“DORAL”) DURING THE PERIOD FROM APRIL 2, 2012 THROUGH AND INCLUDING MAY 1, 2014, AND WERE ALLEGEDLY DAMAGED THEREBY

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS ACTION. PLEASE NOTE THAT IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THE SETTLEMENT PROCEEDS, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) **POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE _____.**

This Notice of Proposed Settlement of Class Action (“Notice”) has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of Puerto Rico (the “Court”). The purpose of this Notice is to inform you of the pendency of this class action (the “Litigation”) and the proposed \$7 million settlement reached therein (the “Settlement”) and of the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement as well as counsel’s application for fees, costs, and expenses. This Notice describes what steps you may take in relation to the Settlement and this class action.¹

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Litigation as to any of the Settling Defendants or the merits of the claims or defenses asserted by or against the Settling Defendants. This Notice is solely to advise you of the proposed Settlement of the Litigation and of your rights in connection therewith.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to be eligible to receive a payment from the Settlement. Proof of Claim forms must be postmarked or submitted online on or before _____, 2016.
EXCLUDE YOURSELF	Get no payment. This is the only option that <i>potentially</i> allows you to ever be part of any other lawsuit against the Settling Defendants or any other Released Persons about the legal claims being resolved by this Settlement. Exclusions must be postmarked on or before _____, 2016.
OBJECT	Write to the Court about why you do not like the Settlement, the Plan of Allocation, and/or the request for attorneys’ fees, costs, and

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation of Settlement dated February 29, 2016 (the “Settlement Agreement” or “Stipulation”), which is available on the website www.DoralSecuritiesLitigation.com.

	expenses. You will still be a Member of the Class. Objections must be received by the Court and counsel on or before _____, 2016.
GO TO THE HEARING ON _____, 2016	Ask to speak in Court about the fairness of the Settlement. Requests to speak must be received by the Court and counsel on or before _____, 2016.
DO NOTHING	Receive no payment. You will, however, still be a Member of the Class, which means that you give up your right to ever be part of any other lawsuit against the Settling Defendants or any other Released Persons about the legal claims being resolved by this Settlement and you will be bound by any judgments or orders entered by the Court in the Litigation.

SUMMARY OF THIS NOTICE

Statement of Class Recovery

Pursuant to the Settlement described herein, a \$7 million settlement has been established. Based on Co-Lead Plaintiffs' estimate of the number of shares of Doral common stock damaged during the Class Period, the average distribution per share under the Plan of Allocation is roughly \$1.20 per share before deduction of any taxes on the income earned on the Settlement Amount thereof, notice and administration costs, and the attorneys' fees, costs, and expenses as determined by the Court. **Class Members should note, however, that these are only estimates.** A Class Member's actual recovery will be a proportion of the Net Settlement Fund determined by that claimant's claims as compared to the total claims of all Class Members who submit acceptable Proofs of Claim. An individual Class Member may receive more or less than this estimated average amount. *See* Plan of Allocation set forth and discussed at pages ___ below for more information on the calculation of your claim.

Statement of Potential Outcome of Case

The Settling Parties disagree on both liability and damages and do not agree on the amount of damages that would be recoverable if the Class prevailed on each claim alleged. The Settling Defendants deny that they are liable to the Class and deny that the Class has suffered any damages. The issues on which the parties disagree are many, but include: (1) whether Settling Defendants engaged in conduct that would give rise to any liability to the Class under the federal securities laws, or any other laws; (2) whether Settling Defendants have valid defenses to any such claims of liability; (3) the appropriate economic model for determining the amount by which the price of Doral common stock was allegedly artificially inflated (if at all) during the Class Period; (4) the amount by which the price of Doral common stock was allegedly artificially inflated (if at all) during the Class Period; (5) the effect of various market forces on the price of Doral common stock at various times during the Class Period; (6) the extent to which external factors influenced the price of Doral common stock at various times during the Class Period; (7) the extent to which the various matters

that Co-Lead Plaintiffs alleged were materially false or misleading influenced (if at all) the price of Doral common stock at various times during the Class Period; and (8) the extent to which the various allegedly adverse material facts that Co-Lead Plaintiffs alleged were omitted influenced (if at all) the price of Doral common stock at various times during the Class Period.

Statement of Attorneys' Fees and Expenses Sought

Lead Counsel will apply to the Court for an award of attorneys' fees of thirty percent (30%) of the Settlement Amount, plus expenses not to exceed \$175,000, plus interest earned on both amounts at the same rate as earned by the Settlement Fund. Since the action's inception, Lead Counsel have expended considerable time and effort in the prosecution of this Litigation on a wholly contingent basis and have advanced the expenses of the Litigation in the expectation that if they were successful in obtaining a recovery for the Class they would be paid from such recovery. In addition, the Co-Lead Plaintiffs may seek up to an aggregate amount of \$30,000 for their costs and expenses incurred in connection with representing the Class in accordance with 15 U.S.C. §78u-4(a)(4). The requested attorneys' fees and expenses amount to an average cost of approximately \$0.40 per damaged share of Doral common stock.

Further Information

For further information regarding the Litigation, this Notice or to review the Settlement Agreement, please contact the Claims Administrator toll-free at 1-877-301-0353, or visit the website www.DoralSecuritiesLitigation.com.

You may also contact representatives of counsel for the Class: Rick Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900, www.rgrdlaw.com or Alexa Mullarky, Glancy Prongay & Murray LLP, 1925 Century Park East, Suite 2100, Los Angeles, CA 90067, 1-310-201-9150.

Please Do Not Call the Court or Settling Defendants with Questions About the Settlement.

Reasons for the Settlement

Co-Lead Plaintiffs' principal reason for entering into the Settlement is the benefit to the Class now, without further risk or the delays inherent in continued litigation. The cash benefit under the Settlement must be considered against the significant risk that a smaller recovery – or, indeed, no recovery at all – might be achieved after contested motions, trial, and likely appeals, a process that could last several years into the future. For the Settling Defendants, who have denied and continue to deny all allegations of liability, fault, or wrongdoing whatsoever, the principal reason for entering into the Settlement is to eliminate the uncertainty, risk, costs, and burdens inherent in any litigation, especially in complex cases such as this Litigation. Settling Defendants have concluded that further conduct of this Litigation could be protracted and distracting.

BASIC INFORMATION

1. Why did I get this notice package?

This Notice was sent to you pursuant to an Order of a U.S. Federal Court because you or someone in your family or an investment account for which you serve as custodian may have purchased or otherwise acquired Doral common stock during the period from April 2, 2012, through and including May 1, 2014 (“Class Period”).

This Notice explains the class action lawsuit, the Settlement, Class Members’ legal rights in connection with the Settlement, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the Litigation is the United States District Court for the District of Puerto Rico, and the case is known as *In re Doral Financial Corp. Sec. Litig.*, Civil Action No. 3:14-cv-01393-GAG. The case has been assigned to the Honorable Gustavo A. Gelpi. The individuals representing the Class are the “Co-Lead Plaintiffs,” and the individuals they sued and who have now settled are called the Settling Defendants.

2. What is this lawsuit about?

On May 14, 2014, a putative class action was filed in the United States District Court for the District of Puerto Rico (the “Court”) alleging violations of federal securities laws. The Court has appointed the law firms of Robbins Geller Rudman & Dowd LLP and Glancy Prongay & Murray LLP as Lead Counsel. Jensine Andresen, Ken M. Nimmons and Mordechai Hakim are the Court-appointed Co-Lead Plaintiffs.

The Consolidated Amended Complaint for Violations of the Federal Securities Laws (the “Complaint”) filed in the Litigation alleged Settling Defendants made material misstatements and omissions regarding the financial health and status of Doral. Specifically, Co-Lead Plaintiffs alleged that Settling Defendants misrepresented Doral’s regulatory compliance and artificially inflated its capital levels by means of (i) systemic and widespread deficiencies in Doral’s procedures for determining appropriate loan reserves, which deficiencies were concealed during the Class Period; and (ii) concealing risks underlying a so-called “Tax Receivable,” which Doral relied upon heavily to satisfy its capital requirements. Co-Lead Plaintiffs allege that when the market learned of certain loan reserve and Tax Receivable events, the price of Doral stock fell, causing damage to purchasers of Doral’s stock during the Class Period.

On March 11, 2015, Doral filed a voluntary petition under Chapter 11 of Title 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), staying this litigation against it.

On July 22, 2015, the Court issued an Opinion and Order granting in part, and denying in part, Defendants’ motion to dismiss the Complaint. On August 14, 2015, the Settling Defendants answered the Complaint.

During the course of the Litigation, the parties engaged the services of David Geronemus, Esq. of JAMS, a nationally recognized mediator. The parties exchanged detailed mediation statements and engaged in an in-person mediation session with Mr. Geronemus on December 17, 2015. These efforts culminated with the agreement to settle the Litigation for \$7,000,000, subject to the authorization of payment of insurance proceeds by the Bankruptcy Court, and approval of the Settlement by the Court.

Settling Defendants deny each and all of the claims and contentions of wrongdoing alleged by Co-Lead Plaintiffs in the Litigation. Settling Defendants contend that they did not make any materially false or misleading statements, they disclosed all material information required to be disclosed by the federal securities laws, and any alleged misstatements or omissions were not made with the requisite intent or knowledge of wrongdoing. Settling Defendants also contend that any losses suffered by Members of the Class were not caused by any false or misleading statements by them and/or were caused by intervening events.

3. Why is there a settlement?

The Court has not decided in favor of the Settling Defendants or of the Co-Lead Plaintiffs. Instead, both sides agreed to the Settlement to avoid the distraction, costs, and risks of further litigation, and Co-Lead Plaintiffs agreed to the Settlement in order to ensure that Class Members will receive compensation.

WHO IS IN THE SETTLEMENT

4. How do I know if I am a Member of the Class?
--

The Court directed that everyone who fits this description is a Class Member: *all Persons or entities who purchased or otherwise acquired Doral common stock during the period from April 2, 2012, through and including May 1, 2014*, and were allegedly damaged thereby, except those Persons and entities that are excluded.

Excluded from the Class are the Defendants; the other officers and directors of Doral during the Class Period; members of the immediate families of any excluded person; the legal representatives, heirs, successors, or assigns of any excluded person or entity; and any entity controlled by, or in which Defendants have or had a controlling interest. Also excluded from the Class are those Persons who timely and validly exclude themselves therefrom by submitting a request for exclusion in accordance with the requirements set forth in question 11 below.

Please Note: Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Proof of Claim that is being distributed with this Notice and the required supporting documentation as set forth therein postmarked or submitted online on or before _____.

5. What if I am still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator toll-free at 1-877-301-0353, or you can fill out and return the Proof of Claim form enclosed with this Notice package, to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the Settlement provide?

The Settlement provides that, in exchange for the release of the Released Claims (defined below) and dismissal of the Litigation, Settling Defendants have agreed to pay (or cause to be paid) \$7 million in cash to be distributed after taxes, fees, and expenses, *pro rata*, to Class Members who send in a valid Proof of Claim form pursuant to the Court-approved Plan of Allocation.

7. How much will my payment be?

Your share of the Net Settlement Fund will depend on several things, including the total amount of claims represented by the valid Proof of Claim forms that Class Members send in, compared to the amount of your claim, all as calculated under the Plan of Allocation discussed below.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

8. How can I get a payment?

To be eligible to receive a payment from the Settlement, you must submit a Proof of Claim form. A Proof of Claim form is enclosed with this Notice or it may be downloaded at www.DoralSecuritiesLitigation.com. Read the instructions carefully, fill out the Proof of Claim form, include all the documents the form asks for, sign it, and **mail or submit it online so that it is postmarked or received no later than _____, 2016**. The Proof of Claim form may be submitted online at www.DoralSecuritiesLitigation.com.

9. When would I get my payment?

The Court will hold a Settlement Hearing on _____, 2016, at _____ .m., to decide whether to approve the Settlement. If the Court approves the Settlement, there might be appeals. It is always uncertain whether appeals can be resolved, and if so, how long it would take to resolve them. It also takes time for all the Proofs of Claim to be processed. Please be patient.

10. What am I giving up to get a payment or to stay in the Class?

If you remain a Class Member, and if the Settlement is approved, you will give up all “Released Claims” (as defined below), including “Unknown Claims” (as defined below), against the “Released Persons” (as defined below):

- “Released Claims” means any and all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common, statutory or foreign law, or any other law, rule or regulation that arise out of or relate in any way to both: (i) the purchase or acquisition of Doral common stock during the Class Period, and (ii) the acts, facts, statements, or omissions that were asserted or could have been asserted in the Litigation by Co-Lead Plaintiffs or Members of the Class. “Released Claims” does not include: (i) claims to enforce the Settlement; and (ii) claims in any related derivative action. “Released Claims” includes “Unknown Claims” as defined below.
- “Released Defendants’ Claims” means any and all claims and causes of action of every nature and description (including Unknown Claims), whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution or settlement of the claims against Defendants, except for claims relating to the enforcement of the Settlement.
- “Released Persons” means each and all of the Settling Defendants and all parties previously named as defendants (“Defendants”), the Settling Defendants’ insurers, and their Related Parties.
- “Related Parties” means each of a Defendant’s respective present and former parents, subsidiaries, divisions and affiliates and the respective present and former employees, members, partners, principals, officers, directors, attorneys, advisors, accountants, auditors, and insurers of each of them; and the predecessors, successors, estates, heirs, executors, trusts, trustees, administrators, agents, representatives and assigns of each of them, in their capacity as such.
- “Unknown Claims” means any Released Claims or Released Defendants’ Claims which any of the Settling Parties or Class Members do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons, Co-Lead Plaintiffs, Co-Lead Plaintiffs’ Counsel, or Class Members which, if known by him, her, or it, might have affected his, her, or its settlement with and release, or might have affected his, her, or its decision not to object to this Settlement or release of the Released Persons, Co-Lead Plaintiffs, Co-Lead Plaintiffs’ Counsel, or Class Members. With respect to any and all Released Claims and Released Defendants’ Claims, the Settling Parties and the previously dismissed defendants stipulate and agree that, upon the Effective Date, the Settling Parties and the previously dismissed defendants shall expressly waive and each of the Settling Parties and the previously dismissed defendants shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her

must have materially affected his or her settlement with the debtor.

The Settling Parties and the previously dismissed defendants shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar and comparable or equivalent to California Civil Code §1542. The Settling Parties and the previously dismissed defendants may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims or Released Defendants' Claims, but such person or entity shall expressly settle and release and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

EXCLUDING YOURSELF FROM THE CLASS

If you do not want to participate in this Settlement, and you want to keep the right to potentially sue the Settling Defendants and the other Released Persons, on your own, about the claims being released by the Settlement, then you must take steps to remove yourself from the Settlement. This is called excluding yourself – or is sometimes referred to as “opting out.”

11. How do I get out of the Class and the proposed Settlement?

To exclude yourself from the Class, you must send a letter by First-Class Mail stating that you “request exclusion from the Class in the *Doral Securities Litigation*.” Your letter must include your purchases, acquisitions, and sales of Doral common stock during the Class Period, including the dates, the number of shares of Doral stock purchased, acquired, or sold, and price paid or received for each such purchase, acquisition, or sale. In addition, you must include your name, address, telephone number, and your signature. You must submit your exclusion request so that it is **postmarked no later than _____, 2016** to:

Doral Securities Litigation
Claims Administrator
c/o GCG
P.O. Box 10284
Dublin, OH 43017-5784

If you ask to be excluded, you will not get any payment from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue the Settling Defendants and the other Released Persons in the future.

12. If I do not exclude myself, can I sue the Settling Defendants and the other Released Persons for the same thing later?

No. Unless you exclude yourself, you give up any rights you may potentially have to sue the Settling Defendants and the other Released Persons for any and all Released Claims. If you have a pending lawsuit against the Released Persons speak to your lawyer in that case immediately. You must exclude yourself from the Class in this Litigation to continue your own lawsuit. Remember, the exclusion deadline is _____, 2016.

13. If I exclude myself, can I get money from the proposed Settlement?

No. If you exclude yourself, you should not send in a Proof of Claim to ask for any money. But you may have the right to potentially sue or be part of a different lawsuit against the Settling Defendants and the other Released Persons.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court ordered that the law firms of Robbins Geller Rudman & Dowd LLP and Glancy Prongay & Murray LLP represent the Class Members, including you. These lawyers are called Lead Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Lead Counsel will apply to the Court for an award of attorneys' fees in the amount of thirty percent (30%) of the Settlement Amount and for expenses and costs in an amount not to exceed \$175,000 in connection with the Litigation, plus interest on such fees and expenses at the same rate as earned by the Settlement Fund. In addition, the Co-Lead Plaintiffs may seek up to an aggregate amount of \$30,000 for their costs and expenses incurred in connection with representing the Class in accordance with 15 U.S.C. §78u-4(a)(4). Such sums as may be approved by the Court will be paid from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I object to the proposed Settlement?

If you are a Class Member, you can comment or object to the proposed Settlement, the proposed Plan of Allocation, Lead Counsel's fee and expense application, and/or Co-Lead Plaintiffs' request for costs and expenses. You can write to the Court setting out your comment or objection. The Court will consider your views. To comment or object, you must send a signed letter saying that you wish to comment on or object to the proposed Settlement in the *Doral Securities Litigation*. Include your name, address, telephone number, and your signature, identify the date(s), price(s), and

number(s) of shares of Doral common stock you purchased, acquired, and sold during the Class Period, and state your comments or the reasons why you object to the proposed Settlement. Your comments or objection must be filed with the Court and mailed or delivered to each of the following addresses such that it is **received no later than _____, 2016:**

COURT	LEAD COUNSEL	DEFENDANTS' COUNSEL
UNITED STATES DISTRICT COURT DISTRICT OF PUERTO RICO Federico Degetau Federal Building 150 Carlos Chardón Street Room 150 San Juan, PR 00918-1767	Ellen Gusikoff Stewart ROBBINS GELLER RUDMAN & DOWD LLP 655 West Broadway, Suite 1900 San Diego, CA 92101 Kara M. Wolke GLANCY PRONGAY & MURRAY LLP 1925 Century Park East Suite 2100 Los Angeles, CA 90067	David D. Aufhauser WILLIAMS & CONNOLLY LLP 725 Twelfth Street, N.W. Washington, DC 20005 Kevin C. Logue PAUL HASTINGS LLP 75 East 55th Street New York, NY 10022

THE COURT'S SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement. You may attend and you may ask to speak, but you do not have to.

17. When and where will the Court decide whether to approve the proposed Settlement?

The Court will hold a Settlement Hearing at ____ **.m., on _____, 2016**, in the Courtroom of the Honorable Gustavo A. Gelpi, at the United States District Court for the District of Puerto Rico, José V. Toledo U.S. Courthouse, 300 Recinto Sur Street, San Juan, Puerto Rico. At the hearing the Court will consider whether the Settlement and the Plan of Allocation are fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Lead Counsel and the Co-Lead Plaintiffs. After the Settlement Hearing, the Court will decide whether to approve the Settlement and the Plan of Allocation. We do not know how long these decisions will take. You should be aware that the Court may change the date and time of the Settlement Hearing without another notice being sent to Class Members. If you want to attend the hearing, you should check with Lead Counsel or the Settlement website www.DoralSecuritiesLitigation.com beforehand to be sure that the date and/or time has not changed.

18. Do I have to come to the hearing?

No. Lead Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

19. May I speak at the hearing?

If you object to the Settlement, the Plan of Allocation, or the fee and expense application, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (*see* question 16 above) a statement saying that it is your “Notice of Intention to Appear in the *Doral Securities Litigation*.” Persons who intend to object to the Settlement, the Plan of Allocation, and/or any attorneys’ fees and expenses to be awarded to Lead Counsel or Co-Lead Plaintiffs and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing.

GETTING MORE INFORMATION

20. How do I get more information?

For even more detailed information concerning the matters involved in this Litigation, you can obtain answers to common questions regarding the proposed Settlement by contacting the Claims Administrator toll-free at 1-877-301-0353. Reference is also made to the Settlement Agreement, to the pleadings in support of the Settlement, to the Orders entered by the Court and to the other settlement related papers filed in the Litigation, which are posted on the Settlement website at www.DoralSecuritiesLitigation.com, and which may be inspected at the Office of the Clerk of the United States District Court for the District of Puerto Rico, Federico Degetau Federal Building, 150 Carlos Chardón Street, Room 150, San Juan, Puerto Rico, during regular business hours. For a fee, all papers filed in this Litigation are available at www.pacer.gov.

PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS

The Settlement Amount of \$7 million and any interest earned thereon is the “Settlement Fund.” The Settlement Fund, less all taxes, approved costs, fees, and expenses (the “Net Settlement Fund”) shall be distributed to Class Members who submit timely and valid Proof of Claim forms to the Claims Administrator (“Authorized Claimants”). The Plan of Allocation provides that you will be eligible to participate in the distribution of the Net Settlement Fund only if you have an overall net loss on all of your transactions in Doral common stock during the Class Period.

For purposes of formulating the Plan of Allocation and determining the amount an Authorized Claimant may recover under it, Lead Counsel have conferred with their damages consultant regarding the Plan of Allocation and it reflects an assessment of the damages that they believe could have been recovered by Class Members had Co-Lead Plaintiffs prevailed at trial.

In the unlikely event there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If, however, and as is more likely, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

The allocation below for common stock is based on market adjusted price declines as well as the statutory PSLRA 90-day look-back amount.²

The calculation of claims below is not an estimate of the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Authorized Claimants. Furthermore, if any of the formulas set forth below yield an amount less than \$0.00, the claim per share shall be \$0.00.

A "claim" will be calculated as follows:

Doral Plan of Allocation
Common Stock CUSIP: 25811P852

The allocation below is based on the following price declines as well as the statutory PSLRA 90-day look-back amount of \$4.26:

March 18, 2014 Price Decline:	\$1.13
March 24, 2014 Price Decline:	\$0.79
May 2, 2014 Price Decline:	\$6.09

1. For shares of Doral common stock *purchased, or acquired, on or between April 2, 2012 through March 17, 2014*, the claim per share shall be as follows:

- a) If sold prior to March 18, 2014, the claim per share is zero.
- b) If sold on or between March 18, 2014 through March 23, 2014, the claim per share shall be the lesser of (i) \$1.13 (March 18, 2014 Price Decline), or (ii) the difference between the purchase price and the selling price.

² Pursuant to Section 21D(e)(1) of the PSLRA, "in any private action arising under this chapter in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." \$4.26 was the mean (average) daily closing trading price of Doral common stock during the 90-day period beginning on May 2, 2014 and ending on July 30, 2014.

- c) If sold on or between March 24, 2014 through May 1, 2014, the claim per share shall be the lesser of (i) \$1.92 (March 18, 2014 & March 24, 2014 Price Declines), or (ii) the difference between the purchase price and the selling price.
- d) If retained at the end of May 1, 2014 and sold before July 30, 2014, the claim per share shall be the least of (i) \$8.01 (March 18, 2014, March 24, 2014 & May 2, 2014 Price Declines), or (ii) the difference between the purchase price and the selling price, or (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in the table below.
- e) If retained, or sold, on or after July 30, 2014, the claim per share shall be the lesser of (i) \$8.01 (March 18, 2014, March 24, 2014 & May 2, 2014 Price Declines), or (ii) the difference between the purchase price per share and \$4.26 per share.

2. For shares of Doral common stock ***purchased, or acquired, on or between March 18, 2014 through March 23, 2014***, the claim per share shall be as follows:

- a) If sold prior to March 24, 2014, the claim per share is zero.
- b) If sold on or between March 24, 2014 through May 1, 2014, the claim per share shall be the lesser of (i) \$0.79 (March 24, 2014 Price Decline), or (ii) the difference between the purchase price and the selling price.
- c) If retained at the end of May 1, 2014 and sold before July 30, 2014, the claim per share shall be the least of (i) \$6.88 (March 24, 2014 & May 2, 2014 Price Declines), or (ii) the difference between the purchase price and the selling price, or (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in the table below.
- d) If retained, or sold, on or after July 30, 2014, the claim per share shall be the lesser of (i) \$6.88 (March 24, 2014 & May 2, 2014 Price Declines), or (ii) the difference between the purchase price per share and \$4.26 per share.

3. For shares of Doral common stock ***purchased, or acquired, on or between March 24, 2014 through May 1, 2014***, the claim per share shall be as follows:

- a) If sold prior to May 2, 2014, the claim per share is zero.
- b) If retained at the end of May 1, 2014 and sold before July 30, 2014, the claim per share shall be the least of (i) \$6.09 (May 2, 2014 Price Decline), or (ii) the difference between the purchase price and the selling price, or (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in the table below.
- c) If retained, or sold, on or after July 30, 2014, the claim per share shall be the lesser of (i) \$6.09 (May 2, 2014 Price Decline), or (ii) the difference between the purchase price per share and \$4.26 per share.

Date	Closing Price	Average Closing Price
5/2/2014	\$3.73	\$3.73
5/5/2014	\$3.36	\$3.55
5/6/2014	\$2.76	\$3.28
5/7/2014	\$2.47	\$3.08
5/8/2014	\$1.90	\$2.84
5/9/2014	\$3.02	\$2.87
5/12/2014	\$3.76	\$3.00
5/13/2014	\$3.67	\$3.08
5/14/2014	\$3.29	\$3.11
5/15/2014	\$2.70	\$3.07
5/16/2014	\$2.92	\$3.05
5/19/2014	\$2.75	\$3.03
5/20/2014	\$2.91	\$3.02
5/21/2014	\$2.66	\$2.99
5/22/2014	\$2.58	\$2.97
5/23/2014	\$2.51	\$2.94
5/27/2014	\$2.61	\$2.92
5/28/2014	\$2.68	\$2.90
5/29/2014	\$2.82	\$2.90
5/30/2014	\$3.93	\$2.95
6/2/2014	\$3.56	\$2.98
6/3/2014	\$2.95	\$2.98
6/4/2014	\$3.16	\$2.99
6/5/2014	\$3.38	\$3.00
6/6/2014	\$3.47	\$3.02
6/9/2014	\$4.07	\$3.06
6/10/2014	\$4.94	\$3.13
6/11/2014	\$4.28	\$3.17
6/12/2014	\$4.47	\$3.22
6/13/2014	\$4.54	\$3.26
6/16/2014	\$4.67	\$3.31
6/17/2014	\$4.55	\$3.35
6/18/2014	\$4.30	\$3.37
6/19/2014	\$4.30	\$3.40
6/20/2014	\$4.55	\$3.43
6/23/2014	\$4.37	\$3.46
6/24/2014	\$4.59	\$3.49
6/25/2014	\$4.62	\$3.52
6/26/2014	\$4.55	\$3.55

6/27/2014	\$4.53	\$3.57
6/30/2014	\$4.32	\$3.59
7/1/2014	\$4.03	\$3.60
7/2/2014	\$7.07	\$3.68
7/3/2014	\$7.39	\$3.77
7/7/2014	\$6.13	\$3.82
7/8/2014	\$5.95	\$3.86
7/9/2014	\$5.62	\$3.90
7/10/2014	\$5.21	\$3.93
7/11/2014	\$5.47	\$3.96
7/14/2014	\$5.66	\$3.99
7/15/2014	\$5.32	\$4.02
7/16/2014	\$5.27	\$4.04
7/17/2014	\$5.16	\$4.07
7/18/2014	\$5.14	\$4.09
7/21/2014	\$5.05	\$4.10
7/22/2014	\$4.70	\$4.11
7/23/2014	\$5.69	\$4.14
7/24/2014	\$5.70	\$4.17
7/25/2014	\$5.71	\$4.19
7/28/2014	\$5.61	\$4.22
7/29/2014	\$5.44	\$4.24
7/30/2014	\$5.35	\$4.26

The date of purchase or sale is the “contract” or “trade” date as distinguished from the “settlement” date.

For Class Members who held Doral common stock at the beginning of the Class Period or made multiple purchases, acquisitions, or sales during the Class Period, the First-In, First-Out (“FIFO”) method will be applied to such holdings, purchases, acquisitions, and sales for purposes of calculating a claim. Under the FIFO method, sales of Doral common stock during the Class Period will be matched, in chronological order, first against shares of common stock held at the beginning of the Class Period. The remaining sales of common stock during the Class Period will then be matched, in chronological order, against common stock purchased or acquired during the Class Period.

A Class Member will be eligible to receive a distribution from the Net Settlement Fund only if a Class Member had a net overall loss, after all profits from transactions in all Doral common stock described above during the Class Period are subtracted from all losses. However, the proceeds from sales of common stock that have been matched against the common stock held at the beginning of the Class Period will not be used in the calculation of such net loss. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds.

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. Settling Defendants, their respective counsel, and all other Released Persons will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of any claim. No Person shall have any claim against Co-Lead Plaintiffs, Co-Lead Plaintiffs' Counsel, the Claims Administrator, or other Person designated by Lead Counsel, Settling Defendants, or Settling Defendants' counsel based on distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. All Class Members who fail to complete and submit a valid and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased or acquired Doral common stock during the Class Period for the beneficial interest of an individual or organization other than yourself, the Court has directed that, **WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS NOTICE**, you either (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased or acquired such securities during such time period, or (b) request additional copies of this Notice and the Proof of Claim form, which will be provided to you free of charge, and within ten (10) days mail the Notice and Proof of Claim form directly to the beneficial owners of the securities referred to herein. If you choose to follow alternative procedure (b), upon such mailing, you must send a statement to the Claims Administrator confirming that the mailing was made as directed and retain the names and addresses for any future mailings to Class Members. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Your reasonable expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

Doral Securities Litigation
Claims Administrator
c/o GCG
P.O. Box 10284
Dublin, OH 43017-5784
www.DoralSecuritiesLitigation.com

Dated: _____

**BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO**

EXHIBIT A-2

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

	X	
In re DORAL FINANCIAL CORPORATION SECURITIES LITIGATION	:	Civil Action No. 3:14-cv-01393-GAG
	:	
	:	<u>CLASS ACTION</u>
	:	
This Document Relates To:	:	PROOF OF CLAIM AND RELEASE
	:	
ALL ACTIONS.	:	EXHIBIT A-2
	X	

I. GENERAL INSTRUCTIONS

1. To recover as a Member of the Class based on your claims in the action entitled *In re Doral Financial Corp. Sec. Litig.*, Civil Action No. 3:14-cv-01393-GAG (D. P.R.) (the “Litigation”), you must complete and, on page ___ hereof, sign this Proof of Claim and Release form (“Proof of Claim”). If you fail to submit a timely and properly addressed (as set forth in paragraph 3 below) Proof of Claim form, your claim may be rejected and you may not receive any recovery from the Net Settlement Fund created in connection with the proposed Settlement.

2. Submission of this Proof of Claim form, however, does not assure that you will share in the proceeds of the Settlement of the Litigation.

3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM FORM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, NO LATER THAN _____, 2016, ADDRESSED AS FOLLOWS:

Doral Securities Litigation
Claims Administrator
c/o GCG
P.O. Box 10284
Dublin, OH 43017-5784
Online Submissions: www.DoralSecuritiesLitigation.com

If you are NOT a Member of the Class, as defined in the Notice of Proposed Settlement of Class Action (“Notice”), DO NOT submit a Proof of Claim form.

4. If you are a Member of the Class and you did not timely request exclusion, you are bound by the terms of any judgment entered in the Litigation, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM FORM.**

II. CLAIMANT IDENTIFICATION

If you purchased or acquired Doral Financial Corporation (“Doral”) common stock and held the certificate(s) in your name, you are the beneficial purchaser or acquirer as well as the record purchaser or acquirer. If, however, you purchased or acquired Doral common stock and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser or acquirer and the third party is the record purchaser or acquirer.

Use Part I of this form entitled “Claimant Identification” to identify each purchaser or acquirer of record (“nominee”), if different from the beneficial purchaser or acquirer of the Doral common stock that forms the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE DORAL COMMON STOCK UPON WHICH THIS CLAIM IS BASED.**

All joint purchasers or acquirers must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

III. CLAIM FORM

Use Part II of this form entitled “Schedule of Transactions in Doral Common Stock” to supply all required details of your transaction(s) in Doral common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to *all* of your purchases or acquisitions and *all* of your sales of Doral common stock which took place during the period April 2, 2012 through and including July 30, 2014, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to *all* of the shares of Doral common stock you held at the close of trading on April 1, 2012, May 1, 2014, and July 30, 2014. Failure to report all such transactions may result in the rejection of your claim.

List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

The date of covering a “short sale” is deemed to be the date of purchase of Doral common stock. The date of a “short sale” is deemed to be the date of sale of Doral common stock.

Copies of broker confirmations or other documentation of your transactions in Doral common stock should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. This is different from the online submission process that is available at www.DoralSecuritiesLitigation.com. If you have a large number of transactions and wish to file your claim electronically, you must contact the Claims Administrator at 1-877-301-0353 to obtain the required file layout.

UNITED STATES DISTRICT COURT

DISTRICT OF PUERTO RICO

In re Doral Financial Corp. Sec. Litig.

Civil Action No. 3:14-cv-01393-GAG

PROOF OF CLAIM AND RELEASE

Must Be Postmarked or Received No Later Than:

_____, 2016

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last)

Street Address

City

State or Province

Zip Code or Postal Code

Country

Social Security Number or
Taxpayer Identification Number

Individual
Corporation/Other

Area Code

Telephone Number (work)

Area Code

Telephone Number (home)

Record Owner's Name (if different from beneficial owner listed above)

PART II: SCHEDULE OF TRANSACTIONS IN DORAL COMMON STOCK

- A. Number of shares of Doral common stock held at the close of trading on April 1, 2012: _____
- B. Purchases or acquisitions of Doral common stock (April 2, 2012 – July 30, 2014, inclusive):

Trade Date Month Day Year	Number of Shares Purchased or Acquired	Total Purchase or Acquisition Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

IMPORTANT: (i) If any purchase listed covered a “short sale,” please mark Yes. Yes

(ii) If you received shares through an acquisition or merger, please identify the date, the share amount, and the company acquired:

// _____
 MM DD YYYY Merger Shares Company

- C. Sales of Doral common stock (April 2, 2012 – July 30, 2014, inclusive):

Trade Date Month Day Year	Number of Shares Sold	Total Sales Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

- D. Number of shares of Doral common stock held at the close of trading on May 1, 2014: _____
- E. Number of shares of Doral common stock held at the close of trading on July 30, 2014: _____

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGE __. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim under the terms of the Stipulation of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the District of Puerto Rico, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim (including transactions in other Doral securities) if requested to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions, or sales of Doral common stock during the Class Period and know of no other person having done so on my (our) behalf.

V. RELEASE

1. Upon the Effective Date of the Settlement, I (we) acknowledge full and complete satisfaction of, and fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the “Released Persons,” defined as each and all of the Defendants and their Related Parties. “Related Parties” means each of a Defendant’s respective present and former parents, subsidiaries, divisions and affiliates and the respective present and former employees, members, partners, principals, officers, directors, attorneys, advisors, accountants, auditors, and insurers of each of them; and the predecessors, successors, estates, heirs, executors, trusts, trustees, administrators, agents, representatives and assigns of each of them, in their capacity as such.

2. “Released Claims” means any and all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common, statutory or foreign law, or any other law, rule, or regulation that arise out of or relate in any way to both: (i) the purchase or acquisition of Doral common stock during the Class Period, and (ii) the acts, facts, statements, or omissions that were asserted or could have been asserted in the Litigation by Co-Lead Plaintiffs or Members of the Class. “Released Claims” does not include: (i) claims to enforce the Settlement; and (ii) claims in any related derivative action. “Released Claims” includes “Unknown Claims” as defined below.

3. “Unknown Claims” means any Released Claims or Released Defendants’ Claims which any of the Settling Parties or Class Members do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons, Co-Lead Plaintiffs, Co-Lead Plaintiffs’ Counsel, or Class Members which, if known by him, her, or it, might have affected his, her, or its settlement with and release, or might have affected his, her, or its decision not to object to this Settlement or release of the Released Persons, Co-Lead Plaintiffs, Co-Lead Plaintiffs’ Counsel, or Class Members. With respect to any and all Released Claims and Released Defendants’ Claims, the Settling Parties and the previously dismissed defendants stipulate and agree that, upon the Effective Date, the Settling Parties and the previously dismissed defendants shall expressly waive and each of the Settling Parties and the previously dismissed defendants shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Settling Parties and the previously dismissed defendants shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. The Settling Parties and the previously dismissed defendants may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims or Released Defendants' Claims, but such person or entity shall expressly settle and release and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

4. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

5. I (We) hereby warrant and represent that I (we) have included the information requested about all of my (our) transactions in Doral common stock which are the subject of this

claim, which occurred during the Class Period, as well as the opening and closing positions in such securities held by me (us) on the dates requested in this claim form.

I declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim form by the undersigned is true and correct.

Executed this _____ day of _____, in _____,
(Month/Year) (City)

(State/Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing,
e.g., Beneficial Purchaser or Acquirer, Executor
or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. If this claim is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach copies of supporting documentation, if available.
4. **Do not send** originals of certificates.
5. Keep a copy of your claim form and all supporting documentation for your records.
6. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
7. If you move, please send your new address to the address below.
8. **Do not use red pen or highlighter** on the Proof of Claim form or supporting documentation.

**THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED NO LATER
THAN _____, 2016, ADDRESSED AS FOLLOWS:**

Doral Securities Litigation
Claims Administrator
c/o GCG
P.O. Box 10284
Dublin, OH 43017-5784
www.DoralSecuritiesLitigation.com

EXHIBIT A-3

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

	X	
In re DORAL FINANCIAL CORPORATION	:	Civil Action No. 3:14-cv-01393-GAG
SECURITIES LITIGATION	:	
	:	<u>CLASS ACTION</u>
	:	
This Document Relates To:	:	SUMMARY NOTICE
	:	
ALL ACTIONS.	:	EXHIBIT A-3
	X	

TO: ALL PERSONS OR ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED THE COMMON STOCK OF DORAL FINANCIAL CORPORATION (“DORAL”) DURING THE PERIOD FROM APRIL 2, 2012 THROUGH AND INCLUDING MAY 1, 2014, AND WERE ALLEGEDLY DAMAGED THEREBY

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the District of Puerto Rico, that a hearing will be held on _____, 2016, at _____, before the Honorable Gustavo A. Gelpi, United States District Judge, at the United States District Court for the District of Puerto Rico, José V. Toledo U.S. Courthouse, 300 Recinto Sur Street, San Juan, Puerto Rico, for the purpose of determining: (1) whether the proposed Settlement of the claims in the Litigation for the principal amount of \$7 million, plus interest, should be approved by the Court as fair, reasonable, and adequate; (2) whether a Final Judgment and Order of Dismissal with Prejudice should be entered by the Court dismissing the Litigation with prejudice; (3) whether the Plan of Allocation of Settlement proceeds is fair, reasonable, and adequate and should be approved; and (4) whether the application of Lead Counsel for the payment of attorneys’ fees and expenses and Co-Lead Plaintiffs’ expenses in connection with this Litigation should be approved.

IF YOU PURCHASED OR OTHERWISE ACQUIRED ANY DORAL COMMON STOCK DURING THE PERIOD FROM APRIL 2, 2012 THROUGH AND INCLUDING MAY 1, 2014, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS LITIGATION. If you have not received a detailed Notice of Proposed Settlement of Class Action (“Notice”) and a copy of the Proof of Claim and Release form, you may obtain copies by writing to *Doral Securities Litigation*, Claims Administrator, c/o GCG, P.O. Box 10284, Dublin, OH 43017-5784, or on the internet at www.DoralSecuritiesLitigation.com. If you are a Class Member, in order to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim and Release by mail or online *no later than* _____, 2016, establishing that you are entitled to recovery. You will be

bound by any judgment rendered in the Litigation unless you request to be excluded, in writing, to the above address, **postmarked by _____, 2016.**

Any objection to the Settlement, the Plan of Allocation, or the fee and expense application must be ***received***, not simply postmarked, by each of the following recipients ***no later than _____, 2016:***

CLERK OF THE COURT
UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO
Federico Degetau Federal Building
150 Carlos Chardón Street, Room 150
San Juan, PR 00918-1767

Lead Counsel:

ROBBINS GELLER RUDMAN
& DOWD LLP
ELLEN GUSIKOFF STEWART
655 West Broadway, Suite 1900
San Diego, CA 92101

GLANCY PRONGAY & MURRAY LLP
KARA M. WOLKE
1925 Century Park East, Suite 2100
Los Angeles, CA 90067

Counsel for Settling Defendants:

WILLIAMS & CONNOLLY LLP
DAVID D. AUFHAUSER
725 Twelfth Street, N.W.
Washington, D.C. 20005

PAUL HASTINGS LLP
KEVIN C. LOGUE
75 East 55th Street
New York, NY 10022

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE. If you have any questions about the Settlement, you may contact Lead Counsel at the addresses listed above.

DATED: _____, 2016

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

EXHIBIT B

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

	X	
In re DORAL FINANCIAL CORPORATION SECURITIES LITIGATION	:	Civil Action No. 3:14-cv-01393-GAG
	:	
	:	<u>CLASS ACTION</u>
	:	
This Document Relates To:	:	[PROPOSED] FINAL JUDGMENT AND
	:	ORDER OF DISMISSAL WITH PREJUDICE
ALL ACTIONS.	:	
	:	EXHIBIT B
	X	

This matter came before the Court pursuant to the Order Certifying a Class, Preliminarily Approving Settlement and Providing for Notice (“Order”) dated _____, 2016, on the application of the parties for approval of the Settlement set forth in the Stipulation of Settlement dated February 29, 2016 (the “Stipulation”). Due and adequate notice having been given to the Class as required in said Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Judgment incorporates by reference the definitions in the Stipulation, and all terms used herein shall have the same meanings as set forth in the Stipulation, unless otherwise set forth herein.

2. This Court has jurisdiction over the subject matter of the Litigation and over all parties to the Litigation, including all Members of the Class.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby certifies, solely for purposes of effectuating the Settlement, a Class defined as all persons and entities who purchased or otherwise acquired Doral common stock between April 2, 2012 and May 1, 2014, inclusive, and were allegedly damaged thereby. Excluded from the Class are Defendants; the other officers and directors of Doral during the Class Period; members of the immediate families of any excluded person; the legal representatives, heirs, successors, or assigns of any excluded person or entity; and any entity controlled by, or in which Defendants have or had a controlling interest. Also excluded from the Class are those Persons who have validly and timely requested exclusion from the Class (all such Persons are identified in Exhibit 1 attached hereto).

4. With respect to the Class, this Court finds, solely for the purposes of effectuating the Settlement, that: (a) the Members of the Class are so numerous that joinder of all Class Members in

the Litigation is impracticable; (b) there are questions of law and fact common to the Class that predominate over any individual questions; (c) the claims of Co-Lead Plaintiffs are typical of the claims of the Class; (d) Co-Lead Plaintiffs and their counsel have fairly and adequately represented and protected the interests of the Class Members; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of the Members of the Class in individually controlling the prosecution of the separate actions; (ii) the extent and nature of any litigation concerning the controversy already commenced by Members of the Class; (iii) the desirability or undesirability of concentrating the litigation of these claims in this particular forum; and (iv) the difficulties likely to be encountered in the management of the Litigation.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court certifies Co-Lead Plaintiffs as representatives of the Class. Lead Counsel are also certified as class counsel in the Litigation.

6. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby approves the Settlement set forth in the Stipulation and finds that:

(a) said Stipulation and the Settlement contained therein, are, in all respects, fair, reasonable, and adequate and in the best interest of the Class;

(b) there was no collusion in connection with the Stipulation;

(c) the Stipulation was the product of informed, arm's-length negotiations among competent, able counsel; and

(d) the record is sufficiently developed and complete to have enabled Co-Lead Plaintiffs and Settling Defendants to have adequately evaluated and considered their positions.

7. Accordingly, the Court authorizes and directs implementation and performance of all the terms and provisions of the Stipulation, as well as the terms and provisions hereof. Except as to any individual claim of those Persons (identified in Exhibit 1 attached hereto) who have validly and timely requested exclusion from the Class, the Court hereby dismisses the Litigation and all claims asserted therein with prejudice. The Settling Parties are to bear their own costs, except as and to the extent provided in the Stipulation and herein.

8. Upon the Effective Date, and as provided in the Stipulation, Co-Lead Plaintiffs shall, and each of the Class Members shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons, whether or not such Class Member executes and delivers the Proof of Claim and Release form or shares in the Net Settlement Fund. Claims to enforce the terms of the Stipulation are not released.

9. Upon the Effective Date, and as provided in the Stipulation, all Class Members and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against any of the Released Persons.

10. Upon the Effective Date, and as provided in the Stipulation, each of the Released Persons shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged Co-Lead Plaintiffs, each and all of the Class Members, and Co-Lead Plaintiffs' Counsel from all claims and causes of action of every nature and description (including Unknown Claims), whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution or settlement of the claims

against Defendants (“Released Defendants’ Claims”), except for claims relating to the enforcement of the Settlement.

11. The Notice of Proposed Settlement of Class Action given to the Class was the best notice practicable under the circumstances, including the individual notice to all Members of the Class who could be identified through reasonable effort. Said notice provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

12. Any Plan of Allocation submitted by Lead Counsel or any order entered regarding any attorneys’ fee and expense application shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

13. Neither the Stipulation nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Settling Defendants or their respective Related Parties, or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Settling Defendants or their respective Related Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Settling Defendants and/or their respective Related Parties may file the Stipulation and/or this Judgment from this Litigation in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement,

judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and determining applications for attorneys' fees, expenses, and interest in the Litigation; and (d) all parties herein for the purpose of construing, enforcing, and administering the Stipulation.

15. The Court finds that during the course of the Litigation, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

16. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, or the Effective Date does not occur, or in the event that the Settlement Fund, or any portion thereof, is returned to the Settling Defendants' insurers, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation.

17. Upon the Effective Date, the Court permanently bars, enjoins and restrains, to the fullest extent permitted under 15 U.S.C. §78u-4(f)(7), any and all claims for contribution arising out of this Litigation by any person or entity against the Settling Defendants or any of their Related Parties.

18. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

19. The Court directs immediate entry of this Judgment by the Clerk of the Court.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE GUSTAVO A. GELPI
UNITED STATES DISTRICT JUDGE